



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
MONDAY, OCTOBER 18, 2021 at 6:00 P.M.**

**Mayor:**  
Brooks Bass

**Council Members:**  
Jeff Pena  
Jerry Cain  
Mario Muraira  
Troy Brimage

**City Manager:**  
Timothy Kelty

**THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 18TH DAY OF OCTOBER, 2021, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS**

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

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

**OR**

**AUDIO VISUAL CONFERENCE CALL USING:**

**PCs, Macs®, Chromebooks™, iOS and Android™ phones and tablets.**

**International dial-in numbers: [https://fccdl.in/i/council\\_mtg\\_101821](https://fccdl.in/i/council_mtg_101821)**

**For users wanting to view and listen to the council meeting via a web browser go to**

**[https://join.freeconferencecall.com/council\\_mtg\\_101821](https://join.freeconferencecall.com/council_mtg_101821)**

**enter access code 5678901# and the online meeting code is: council\_mtg\_101821.**

**OR**

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

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

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

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

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

**CITIZENS' COMMENTS:**

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

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

1. Employee of the month for the month of September 2021. **(Kelty)**
2. Presentation and discussion on Interlocal streets with County for 2021-2022. **(Petty)**
3. Presentation and discussion by The Brazoria Hispanic Chamber of Commerce on development of a Hispanic Cultural and Event Center located on 2<sup>nd</sup> Street.

**CONSENT AGENDA:**

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

4. Consideration and possible action on the approval of City Council meeting minutes from October 4, 2021. **(Wells)**
5. Consideration of approving the road closure for Beach Bum Barcardia's Halloween Event. **(Strahan)**
6. Consideration of approving the road closure for the Annual Market Day Event. **(Strahan)**
7. Consideration and possible action approving Resolution No. 2021-2714 for the Agreement for the temporary closure of the State ROW for the Veteran Day Parade on November 11, 2021. **(Tolar)**

**COUNCIL BUSINESS – REGULAR SESSION:**

8. Consideration and possible action approve Ordinance No. 2021-2645 for Budget Amendment #3 for FY2020-2021. **(Ezell)**
9. Consideration and possible action on awarding bid of mowing services to Cornerstone Lawn Services. **(Ezell)**
10. Consideration and possible action approving the CDBG Grant Agreement, for Ave H sewer replacement. **(Ezell)**
11. Consideration and possible action approving Resolution No. 2021-2711 adopting the temporary property tax exemption for qualified property damage by disaster. **(Ezell)**
12. Consideration and possible action approving Task Authorization # 20 for sewer line design and bidding on Ave H, with Freese and Nichols. **(Ezell)**
13. Consideration and possible action approving Ordinance No. 2021-2640 for the regulations of the Short-Term Rentals. **(Kelty)**
14. Consideration and possible action approving Resolution No. 2021-2712 amending the Master Fee Schedule for Short-Term Rental Permits. **(Kelty)**
15. Consideration and possible action on Change Order #1 to task authorization with Freese and Nichols Engineering for Task Order #6 Sanitary Sewer Overflow Initiative (SSOI) **(Kelty)**
16. Consideration and possible action approving Ordinance No. 2021-2643 regulating traffic at Ave A and Velasco, and at 2<sup>nd</sup> Street and Cherry. **(Kelty)**
17. Consideration and possible action on Resolution No. 2021-2713 appointing an ex officio member to the Freeport MUD #1. **(Kelty)**
18. Consideration and possible action on Ordinance No. 2021-2639 Regulating Land Usage by Creating Drainage Development Guidelines for single parcels of property in the City. **(Kelty)**

**WORK SESSION:**

19. **The City Council may deliberate and make inquiry into any item listed in the Work Session.**
  - A. Mayor Brooks Bass announcements and comments.
  - B. Councilman Pena Ward A announcements and comments.
  - C. Councilman Cain Ward B announcements and comments.
  - D. Councilman Muraira Ward C announcements and comments.
  - E. Councilman Brimage Ward D announcements and comments.
  - F. City Manager Tim Kelty announcements and comments.

- G. Updates on current infrastructure.
- H. Update on reports / concerns from Department heads.

**CLOSED SESSION:**

- 20. Executive Session regarding a.) (Consultation with City Attorney), Potential Litigation b.) (Deliberations about Real Property), East End, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072.

**COUNCIL BUSINESS – REGULAR SESSION:**

**ADJOURNMENT:**

- 21. 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).

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**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.

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

  
Betty Wells, City Secretary,  
City of Freeport, Texas



## City Council Agenda Item # 2

**Title:** Presentation of proposed streets for 2021-2022 Interlocal Agreement with Brazoria County for paving.

**Date:** October 18, 2021

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

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**Staff Recommendation:**

Staff recommends council discuss and consider streets for the 2021/2022 Asphalt agreement with Brazoria County

**Item Summary:**

The streets listed below for County Rehab include a total estimated cost of \$525,463.50. This cost is a material only cost for the street reconstruction being completed through the 2021-2022 Interlocal agreement with Brazoria County. The total miles to be completed for fiscal year is 1.93 miles.

**Background Information:**

The 1.93 miles of streets identified for this 2021-2022 fiscal year is requested after careful consideration by staff of the current condition of each street listed.

**Special Considerations:**

The completion of the proposed repairs will extend and improve the City's roadway infrastructure and protect the streets from further damage. It includes milling down to appropriate grade, stabilization, and re application of asphalt.

**Financial Impact:**

The proposed costs of repairs are included in the following list.

Streets Identified for County Interlocal								
Ward	Existing Pavement	Street	From -To	Miles	SQ FT		County Asphalt	C&G
D	Asphalt	S.Ave G	Velasco to Archer	0.132576	11,200	\$	28,000.00	no
B	Asphalt	Alley*	between 8th/9th Yaupon to Dix	0.179924	14250	\$	35,625.00	no
D	Asphalt	S Ave H	Velasco to Dead End	0.065909	5,568	\$	13,920.00	no
D	Asphalt	S Ave F	Velasco to Caldwell	0.0625	5,280	\$	13,200.00	no
D	Asphalt	Britt Baily	Ave H to Ave F	0.121212	10240	\$	25,600.00	no
D	Asphalt	S. Ave F	Velasco to Archer	0.132576	11200	\$	28,000.00	no
C	Asphalt	Travis	Jones to N. Ave G	0.090909	7680	\$	19,200.00	no
D	Asphalt	Skinner	N. Ave. J to N. Ave S	0.583902	55494	\$	138,735.00	no
C	Asphalt	Zapata	Brazosport to N. Ave Q	0.310985	29556	\$	73,890.00	no
D	Asphalt	Archer	S Ave G to S Ave H	0.058712	4960	\$	12,400.00	
A	Asphalt	Beach Rd	Beach Main Entrance	0.143939	15200	\$	38,000.00	no
B	Asphalt	Golf Course	Golf Maintenance Road	0.050189	2120	\$	5,300.00	no
		Asphalt	TOTALS			\$	431,870.00	
		1.933333333	Engineering			\$	21,593.50	
			Related W/S rehab			\$	40,000.00	
			Removal of existing surface			\$	32,000.00	
						\$	525,463.50	

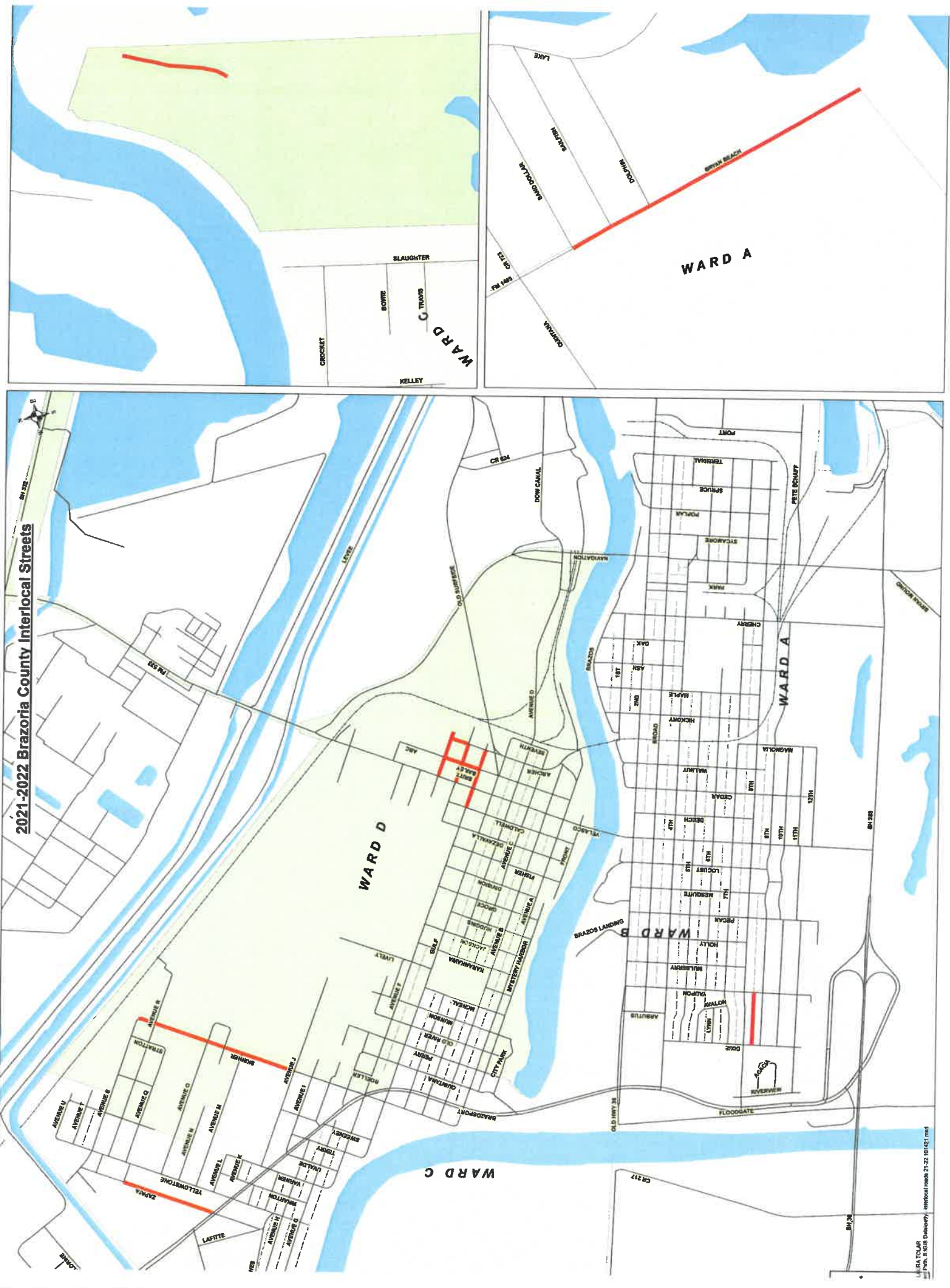
**Board or 3<sup>rd</sup> Party recommendation:**

This Proposal has been reviewed by City Staff

**Supporting Documentation:**

Map

2021-2022 Brazoria County Interlocal Streets



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, October 4, 2021 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Brooks Bass
- Councilman Jeff Pena
- Councilman Jerry Cain
- Councilman Mario Muraira
- Councilman Troy Brimage

Staff:

- Tim Kelty, City Manager
- Betty Wells, City Secretary
- Cathy Ezell, Finance Director
- Chris Duncan, City Attorney
- Lance Petty, Public Works Director
- Chris Motley, Fire Chief
- LeAnn Strahan, Destinations Director
- Ray Garivey, Freeport Police Chief
- Clarisa Molina, Administrative Assistant

Visitors:

David McGinty	Sandra Barnett
Kenny Hayes	Jim Barnett
Tommy Pearson	Desiree Pearson
Melanie Oldham	Nicole Mireles
Sam Reyna	Raven Wuebker
Sabrina Brimage	Pamela Dancy
Shonda Marshall	Manning Rollerson
Winston Rosow	Lorenzo Gomez

Visitors, Via Teleconference:

Vander Williams	Amanda Petty
Paul Crow	Jerry Meeks
Kim Hammonds	Chris Valderrama

**Call to order.**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:**



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

**CITIZENS' COMMENTS:**

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.

Pam Dancy spoke to council about the flooding on her property. She said that she wants the Mayor and council to know that she does have respect for them and what they do. Ms. Dancy said that she spent Saturday and Sunday taking pictures of her yard. She asked why the pump was disabled, and asked if the pumps were working during Hurricane Nicholas? She said that she does not understand why the rented pumps were returned since we are still in hurricane season. She said that she expects reimbursement for the pictures that she had printed to present to council.

Manning Rollerson spoke to council he said that he has concerns with the power issue in Freeport. He said that Centerpoint runs transmission lines through the city, and we should not have this problem of losing power for as long as we do. He said that the city has not been rezoned for thirty years. He thanked council for no rising water during the past hurricane.

Nicole Mireles 2002 N Ave G, spoke of the ditch on corner of Ave G and Travis Street, she said that she and a neighbor cleaned the ditch as best as they could. She asked who she has to pay to get the city to come out and clean this ditch.

Winston Rosow 511 South D, spoke to council about the MLK Festival Parade. He said that this is planned to go this year. He said last year we couldn't do a lot because of COVID. He said is an honor that this is held in Freeport.

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

Employee of the month for the month of August 2021.

City Manager, Tim Kelty presented employee of the month for the month of August 2021 to Lieutenant Justin Davidson.

**CONSENT AGENDA:**

Consideration and possible action on the approval of City Council meeting minutes from September 7, 2021.

Consideration of approving the road closure for the Brazosport High School Homecoming Parade

Consideration of approving various items and equipment for surplus and approve the sale of such items by auction.

Consideration and possible action regarding the renewal/extension of Depository Contract.

Authorization by council to purchase equipment. Four trucks, a Vac Truck and a Jet Trailer for Public Works. A Tahoe, a Beach F 150 and CID F 150, for Police Department

Approval of FY 2021-2022 employee holiday calendar

On a motion by Councilman Brimage, seconded by Councilman Cain, with all present voting "Aye" 5-0 Council unanimously approved item numbers 2-7 on the Consent Agenda.

### **COUNCIL REGULAR AGENDA:**

**Public Hearing:** Public Hearing for possible action approving replat of Texas Gulf Freeport MHJB. A Subdivision of 1.589 Acres/69,205 SQ. FT. Situated in the S. T. Angier Survey Abstract No. 8 City of Freeport, Brazoria County, Texas. 1 Blocks 2 Lots. July 2021. Owner Texas Gulf Bank, N. A., A national banking association P. O. Box 738, Lake Jackson, TX 77566 979-297-7211 Surveyor Windrose Land Surveying/Platting 11111 Richmond Ave, Suite 150 Houston, TX 77082 713-458-2281 Firm Registration No. 10108800. Windroseservices.com

Mayor Bass opened the Public Hearing at 6:20 PM.

Mayor Bass presented possible action approving replat of Texas Gulf Freeport MHJB. A Subdivision of 1.589 Acres/69,205 SQ. FT. Situated in the S. T. Angier Survey Abstract No. 8 City of Freeport, Brazoria County, Texas. 1 Blocks 2 Lots. July 2021. Owner Texas Gulf Bank, N. A., A national banking association P. O. Box 738, Lake Jackson, TX 77566 979-297-7211 Surveyor Windrose Land Surveying/Platting 11111 Richmond Ave, Suite 150 Houston, TX 77082 713-458-2281 Firm Registration No. 10108800. Windroseservices.com. He said that Planning Commission tabled this item waiting on the survey.

Mayor Bass closed the Public Hearing at 6:21 PM, and tabled this item.

**Public Hearing:** Public Hearing for possible action approving replat of Bar X Ranch Subdivision, Section 6. Lot 21A – 1.82 Acres. An amended Plat of Lots 21 and 22, Block 1, Bar X Ranch Subdivision, Section 6, A Subdivision of 13.4848 Acres in the Asa Mitchell Survey, Abstract 97, and the S. F. Austin 15 Leagues, Abstract 19, Brazoria County, Texas. According to the Recorded Plat in Volume 16, Pages 225-226 of the Plat Records of Brazoria County, Texas

Mayor Bass opened the Public Hearing at 6:21 PM.

City Manager Tim Kelty presented to council possible action approving replat of Bar X Ranch Subdivision, Section 6. Lot 21A – 1.82 Acres. An amended Plat of Lots 21 and 22, Block 1, Bar X Ranch Subdivision, Section 6, A Subdivision of 13.4848 Acres in the Asa Mitchell Survey, Abstract 97, and the S. F. Austin 15 Leagues, Abstract 19, Brazoria County, Texas, According to the Recorded Plat in Volume 16, Pages 225-226 of the Plat Records of Brazoria County, Texas. He said that this is in the city's ETJ, and it was presented to Planning and Zoning and was approved.

Mayor Bass closed the Public Hearing at 6:21 PM.

On a motion by Councilman Muraira, seconded by Councilman Cain, with all present voting "Aye" 5-0 Council unanimously approved replat of Bar X Ranch Subdivision, Section 6. Lot 21A – 1.82 Acres. An amended Plat of Lots 21 and 22, Block 1, Bar X Ranch Subdivision, Section 6, A Subdivision of 13.4848 Acres in the Asa Mitchell Survey, Abstract 97, and the S. F. Austin 15 Leagues, Abstract 19, Brazoria

County, Texas, According to the Recorded Plat in Volume 16, Pages 225-226 of the Plat Records of Brazoria County, Texas.

Consideration and possible action on Resolution No. 2021-2708 updating the Personnel policy in regard to Mental health for Firefighters.

Finance Director Cathy Ezell presented to council Resolution No. 2021-2708 updating the Personnel policy in regard to Mental health leave for Firefighters. Ms. Ezell said that this resolution is a revision to the resolution that was passed late August or early September for the Police Officer. This was a mandate by the State. She said that council made the request that they would like this to be for the Fire/EMS as well.

On a motion by Councilman Brimage, seconded by Councilman Pena, with all present voting "Aye" 5-0 Council unanimously approved Resolution No. 2021-2708 updating the Personnel policy in regard to Mental health for Firefighters.

Consideration and possible action on approval of the Allocation Plan for the Coronavirus State and Local Fiscal Recovery Funds. (CLFRF)

Finance Director Cathy Ezell presented to council the approval of the Allocation Plan for the Coronavirus State and Local Fiscal Recovery Funds. (CLFRF). Ms. Ezell said is in regard to the funds that were given to the City by the Federal Government, for the Corona Virus Relief. She said that what is being brought to council tonight, is the written plan for how these funds are being used. She said this is for audit purposes, to show that the funds were used properly.

Mayor Bass asked if this is a plan for the full \$3,007,130.28? Ms. Ezell said yes.

Councilman Muraira asked if the \$775,539.00 will go into the General Fund? Ms. Ezell said that all of this will go into the General Fund.

On a motion by Councilman Brimage, seconded by Councilman Cain, with discussion that followed.

Councilman Pena asked about the funds that were allocated for EMS, and emergency purposes. He asked if help for local businesses were allocated under these funds. Mr. Kelty said 'no'. Ms. Ezell said there are different qualifications that must be met. She said that the businesses would have to meet Federal Guidelines. Councilman Pena asked if these funds could be misused in any other way, other than what they are allocated for. Ms. Ezell said 'no'.

Mayor Bass called the motion for a vote, with all present voting "Aye" 5-0 Council unanimously approved the Allocation Plan for the Coronavirus State and Local Fiscal Recovery Funds. (CLFRF)

Consideration and possible action on Ordinance No. 2021-2641 regulating autobody and mechanic shops.

Mayor Barnett, Melanie Oldham, and Pam Dancy all spoke to council opposing this ordinance. They feel that the city should hold a workshop with the businesses.

City Manager Tim Kelty presented to council Ordinance No. 2021-2641 regulating autobody and mechanic shops. He said that this ordinance establishes guidelines for autobody and mechanic shops. He said it is not designed to target any particular business. He said that we will work with the business owners, so that the business will be able to comply to the new guidelines.

Mr. Duncan said if they have a fenced yard, they can work or store as many vehicles as they want outside of public view. He said disassembled vehicles must be behind a fence.

Mayor Bass said if we don't put things into place, people will continue to take advantage of it. He said that this has been discussed for at least two years, he said that nothing has changed.

Councilman Cain asked if there are any repair facilities in the city that have large racks outside of the shops. He said that some racks will not fit inside of a shop because they are just too large, they are designed to lift larger vehicles. He said that if this is the situation, we cannot prevent them from working outside the shops.

Councilman Muraira agrees with the residents, that we should hold a workshop with the businesses. He said that he would like to have more time on this ordinance

Councilman Pena asked the number of facilities here in the city that are in violation? City Manager Tim Kelty said that he does not know for fact, but he will guess maybe five or six. Councilman Pena asked what the notices will look like? Mr. Kelty said that we will meet with the property owner in person, and work out a plan and a timeframe to get in compliance. Councilman Pena said that since the Mayor, Legal and Administrative Staff is for this ordinance, he is for this as well, if not he stands with Councilman Muraira on having a workshop.

On a motion by Councilman Brimage, seconded by Councilman Cain, with a 4-1 vote Council approved Ordinance No. 2021-2641 regulating autobody and mechanic shops. Councilman Muraira voted "Ney".

Consideration and possible action approving Ordinance No. 2021-2643 regulating traffic at Ave A and Velasco, and at 2<sup>nd</sup> Street and Cherry.

City Manager Tim Kelty presented to council Ordinance No. 2021-2643 regulating traffic at Ave A and Velasco, and at 2<sup>nd</sup> Street and Cherry. He said that this was presented to Planning Commission and was passed. He said that the traffic signals were removed improperly and without change to the Ordinance. He said that what is being proposed is a two way stop on Ave A and Velasco. He said that the intersection at 2<sup>nd</sup> Street and Cherry will be codified to a four way stop.

Councilman Brimage asked what are we gaining by changing Ave A to a two way stop? Mr. Kelty said it is intended to improve traffic flow and reduce accidents. Councilman Brimage said that this will increase the speed on Velasco. He expressed concern about the children on the East side of Velasco trying to cross the street to get to school. He said that we may need to consider reducing the speed.

Councilman Pena said that this was brought over a year ago. He said the intersection at Ave A and Velasco is unsafe. He said that there is low lighting in the evening. Councilman Pena said that we may need to change the speed to a school zone on Velasco.

Mayor Bass said that this is a dark intersection, but he thinks it needs to be a four way stop.

Chief Garivey said that he believes it needs to remain a four way stop.

Desiree Pearson said that the traffic signal that was at this intersection would cause traffic backup on the bridge.

Mayor Bass tabled this item until October 18 meeting.

Consideration and possible action approving Ordinance No. 2021-2644 allowing the utility fees for Boards Members to be waived.

Sandra Barnett, Nicole Mireles, Shonda Marshall, and Sabrina Brimage all spoke and opposed this ordinance.

City Manager presented to council Ordinance No. 2021-2644 allowing the utility fees for Boards Members to be waived. Mr. Kelty said that this was suggested by a councilmember as an incentive to get residents to serve on the City's Boards and Commissions. He said it will be set at 5000-gallon per month usage to be waived, and anything over \$600.00 per year is considered compensation by IRS standards, and will be sent a 1099.

Councilman Pena said that he thinks we need to offer incentives to citizens to serve on the boards.

Councilman Brimage suggested tabling this item.

On a motion by Councilman Muraira to vote "Ney" on Ordinance No. 2021-2644 allowing the utility fees for Boards Members to be waived. Motion fails with lack of second.

Councilman Cain said that if all the boards cannot benefit from this Ordinance, then we will need to come up with another incentive plan.

On a motion by Councilman Brimage, seconded by Councilman Cain, Ordinance No. 2021-2644 allowing the utility fees for Boards Members to be waived, was tabled to a future meeting.

#### **WORK SESSION:**

Mayor Bass announced National Night Out will be on October 5, at 6 PM. He also announced the approval of the Interlocal Agreement between the City and BISD. He said that under the property swap agreement the property where the High School baseball and softball diamonds are located, currently owned by the city, will be traded to the ISD for all the property owned by the ISD where the O.A. Flemming school is located. He said this is a good thing for the City. Mayor Bass said that the Director Reports are outstanding.

Councilman Pena asked if the purchase of the vehicles that were in the Consent Agenda, are the vehicles that were budgeted in this new Fiscal Year? Ms. Ezell said yes. Councilman Pena asked for clarification on the beach truck, and the CID vehicle. Chief Garivey said that the beach truck will be a 4-wheel drive truck to use on the beach, and the CID Undercover will be an unmarked vehicle. Councilman Pena asked what CID stands for. Chief Garivey said Criminal Investigation Division. Councilman Pena asked when the repair to the trail will start, he said that there is no safe passage from downtown to the Police Department. Mr. Kelty said that we do not have that information yet. He asked when the façade will begin on the Museum? Mr. Kelty said that this something we have not started looking at yet. Councilman Pena thanked Lance for starting the landscaping and the lighting downtown. Councilman Pena asked that there be more patrol downtown, he said that there is a lot of drag racing. He asked if the plan for the Old Police station on Ave A was to be demolished. Mr. Kelty responded that yes that is the plan. He asked if it can be restored instead of having the building demolished. He said that he thinks we should preserve the old buildings. Councilman Pena asked if anyone has any idea of the chemicals that are being deposited on Bryan Beach. He said that he jogs on Bryan Beach and he has noticed an allergic reaction

to the air over the last month. He said that he is curious if there are any issues there. Mr. Kelty said that he is not aware of anything being dumped. He said that he is not aware of there being an issue of air quality at the beach.

Councilman Cain asked who is responsible to trim the tree limbs off of the powerlines, is it Centerpoint, the City, or the Home Owner. Mr. Kelty said that he believes that it is the Power Company that takes care of this. Mayor Bass said that if it is touching the line the Power Company will trim, if not it's the property owner.

Councilman Muraira asked if Mr. Duncan has looked into the issue that Mr. Renobato brought up in regards to the restitution that is to be paid to the city, by Jeff Pynes? Mr. Duncan said that some of the money has been paid by a co-defendant. He said that we will make our concerns known to the Judge. Mr. Kelty said that he did submit a letter of objection to the DA. Councilman Muraira asked about updates on the damages to City Hall and the Library? Mr. Kelty said we are still waiting for an adjuster to come out. The Architect did suggest we add the windows at city hall in the claim. Mr. Kelty said that the library has been repaired, but there was damage to the VIC, Museum, and the Golf Course as well. We are trying to get an adjuster out as quick as possible. Councilman Muraira asked Lance Petty about an update on the lighting at the soccer fields. Lance Petty said that Centerpoint contractor should be contacting him. He said that they are trying to get a cost on getting electrical to the restrooms and the concession area, he said it will be much cheaper than trying to replace the transformer.

Councilman Brimage said that we need to get with Centerpoint on the infrastructure. He said we need to set up some meetings and set up a plan on the power outages, he said that this has to be taken care of. He said that the power went out again this weekend with the rain, he said it causes loss to the businesses.

City Manager Tim Kelty said that the city was awarded \$260,000.00 grant for sewer replacement in the alley off Ave H. He said that the debris removal is moving forward, the rain did slow them down but they will be here until next week.

Public Works Director Lance Petty said that the street sweeper goes by Wards. He said that on Saturday our contractor that was awarded the contract for the Ave A Pump Station was supposed to switch power from the old to the new. He said that on Thursday he ran into problems where he could not get the float switch wired in. On Friday the contractor was told to bypass the float switch. Mr. Petty said that on Saturday it rained and we were unable to run the pump, the float switches were not bypassed. He said that the two bypass pumps were running. He said the contractor came out Saturday morning, it took him about two hours to bypass the switch, but once the pump was turned on the water went away. Mr. Petty said that we did have two bypass pumps at this location, and the other two down on 2<sup>nd</sup> Street were sent back, but are kept on reserve.

Mayor Bass asked if this was a bid out job? Mr. Petty said yes. Councilman Brimage asked what we have paid the contractor so far? Ms. Ezell said \$77,000.00 out of \$120,000.00. Mayor Bass asked that Ms. Ezell get the Contract to the City Attorney.

Councilman Pena asked how hard it would be to replace this contractor. Ms. Ezell said that we will have to get with Legal.

Pam Dancy spoke about the pump station? She said that the inside of the pump station is a mess. She asked if council looked at the pictures she handed out? Mayor Bass said that when things are worked on it creates a mess. Ms. Dancy said that her home is rotting out, and she cannot open her front door. She said that gets a lot water. She said that she trembles about her property, and she loves this city.

Councilman Brimage asked what the cost is a month to have the standby pumps? Lance Petty said about \$3000.00 a month, if we don't start them up. Councilman Brimage said that he recommends putting the pumps back out there. Councilman Brimage asked if we put a pump in Ms. Dancy's ditch? Mr. Petty said that we have once in the recent past.

Mayor Bass assured Ms. Dancy that the city is working on the issues that she has with the flooding on her property.

Councilman Cain said that Riverview and Yaupon dead ends into the field, he said that the road goes downhill and it creates a dam. Councilman Cain asked if we can cut this to where there is clear drainage? Mr. Petty said that we can, but its much cheaper if can cut inlets in, and have underground piping, and then readdress the road. Councilman Cain said he feels like if we cut the grade to where it follows the road down 20 foot it will get the water off the road. Mayor Bass asked who owns the big ditches? Mr. Petty said Velasco Drainage. Mayor Bass said they need to mow or spray those ditches. Councilman Cain said that he also noticed on the South Side, there is the storm water creek. He said at Cherry Street is where it empties out into the storm water, the storm water drains in about two foot above the top of the water. At Dixie the bottom of the pipe is covered about three or four inches. On Velasco he said the pipe is about ¾ full right now. He said if we get five or six inches of additional water in the drainage creek, there is no where for the water to go that is in that pipe. He said we usually have an extra storm pump here.

Councilman Pena asked about the \$260,000.00 Grant. He asked if this is for the generator at City Hall. Mayor Bass said that we have budgeted \$60,000.00 for generators. Ms. Ezell said that she is meeting with the engineer on Friday for a grant for the generators. Councilman Pena said that he thinks we need to get this done ASAP.

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

Open session was closed at 8:38 pm and Council entered into Executive Session

#### **CLOSED SESSION:**

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), O. A. Fleming, and East End, c.) (Personnel Matters) City Manager annual evaluation, in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072, 551.074.

#### **REGULAR SESSION**

Mayor Bass reconvened regular session at 9:03 P.M.

#### Adjourn

On a motion by Councilman Muraira, seconded by Councilman Cain, with all present voting "Aye", Mayor Bass adjourned the meeting at 9:03 P.M.

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Mayor Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas



## City Council Agenda Item # 5

**Title:** Barcadia Trunk or Treat - Road Closures

**Date:** October 18, 2021

**From:** LeAnn Strahan, Destinations Director

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**Staff Recommendation:**

Staff recommends approval of the requested road closures and city to provide barricades for a Barcadia hosted event scheduled for Saturday, October 30, 2021.

**Item Summary:**

Barcadia is planning to host Halloween Trunk or Treat community event. They anticipate approximately 100 vehicles to participate in the event, and plan to have bounce houses and other entertainment for everyone to enjoy.

James McDonald is requesting permission for Barcadia to block off the 200 block of East & West Park from 2<sup>nd</sup> Street to the south side of Broad St., including Broad closures on both sides of Broad. Closure times would be from 3:00pm-8:00pm which includes set up time required.

**Background Information:**

This is the first of what they hope to be an annual event in downtown Freeport.

**Special Considerations**

N/A

**Financial Impact:**

N/A

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

N/A

**Supporting Documentation:**

Map – Proposed Road Blocks  
Request Letter





# Beach Bums LLC

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Beach Bums LLC / Barcadia Entertainment LLC

James & Cason McDonald  
979-480-4243

We would like to request a road closure at E Park ST & West Park St in Downtown Freeport Texas on Saturday October 30th, 2021. Barcadia would like to host an Annual Trunk or Treat event for the community, We expect to have roughly 100 vehicles involved as well as bounce houses and other entertainment for everyone to enjoy.

We realize this is very last moment but would greatly appreciate the support of the City and allow us to host this event. We feel that by having community events downtown it will only help increase foot traffic for all downtown businesses involved.

We ask the city to provide barriers for the road closures. We do not expect a huge turnout, but we are hopeful to get a few hundred people down there. We will also be hosting a Halloween Costume Contest for both kids & adults.

Thank You

James & Cason McDonald



## City Council Agenda Item # 6

**Title:** Holiday Market - Road Closures

**Date:** November 18, 2021

**From:** LeAnn Strahan, Destinations Director

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**Staff Recommendation:**

Staff recommends approval of the requested road closures for the city hosted Historic Downtown Holiday Market event scheduled for Sunday, December 5, 2021.

**Item Summary:**

CRT staff requests permission to block off the 200-300 blocks of East & West Park at 2<sup>nd</sup>, Broad and 4<sup>th</sup> Streets. Staff will need to close the roads on event day at 10:00am to allow ample time for park set up and should reopen to traffic no later than 9:00pm after the event ends. CRT staff will coordinate with Police, Fire/EMS and Public Works for security, barricades.

**Background Information:**

Scheduled festivities for this free community event include craft vendors, food trucks, live music and entertainment, and seasonal activities for all ages. This event is a part of a weekend long holiday celebration in Freeport following the Holiday on the Brazos on Saturday.

**Special Considerations**

N/A

**Financial Impact:**

N/A

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

N/A

**Supporting Documentation:**

Map – Proposed Road Blocks



E Brazos

Tobey Hardware

Beach B

Freeport Museum  
and Visitor Center

E Park Ave

W Broad St

E Park Ave

E 4th St

Epic Hookah Lounge

Park Ave Lofts & Studios

W Park Ave

W Park Ave

W 4th St

W 4th St

W Broad St

W Broad St

KIKI'S TIKI Cantina

W Park Ave



## City Council Agenda Item # 7

**Title:** Consideration and possible action by City Council approving Resolution No. 2021-2714 acknowledging and approving the closure of State Highway 288 from 2<sup>nd</sup> Street to the north end of Hopper Field for the Veterans Day Parade.

**Date:** October 18, 2021

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

**Staff Recommendation:** Staff recommends City council approve this resolution.

**Item Summary**

Texas Department of Transportation is requiring a resolution or ordinance from City Council before approving the closure of Hwy 288 for the Veterans Day Parade.

**Background Information:**

Freeport will be hosting the 22<sup>nd</sup> Annual Veterans Day Parade. The parade will begin at 11am from West Park Avenue and travel down 2<sup>nd</sup> Street and turn north onto Hwy 288 at the High School.

**Special Considerations:**

None.

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

None.

**Financial Impact:**

N/A

**Supporting Documentation:**

Resolution

TxDOT Agreement for the Temporary Closure of State Right of Way

**RESOLUTION NO. 2021-2714**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY, FOR THE VETERANS' DAY PARADE; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.**

**WHEREAS**, the City Council of the City of Freeport, Texas ("City") is a Home Rule municipality with taxing authority to impose property tax on real property contained within the City; and

**WHEREAS**, a road closure has been requested of state highway right of way to conduct a Veterans' Day Parade on November 11, 2021; and

**WHEREAS**, the City of Freeport recognizes the honor, valor and great sacrifice made by our veterans and seek to honor such veterans every day, but specifically on Veterans Day; and

**WHEREAS**, the City cannot close a state highway right of way without obtaining permission from the Texas Department of Transportation and executing an "Agreement for the Temporary Closure of State Right of Way"; and

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

**SECTION 1.** The Mayor is specifically authorized to execute an Agreement for the Temporary Closure of State Right of Way, in the form required by the Texas Department of Transportation for the specific purpose of allowing the planned Veterans' Day Parade take place on November 11, 2021;

**SECTION 2. EFFECTIVE DATE.** This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

**SECTION 3. PROPER NOTICE AND MEETING.** It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, 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 the \_\_\_\_\_ day of October, 2021.

\_\_\_\_\_  
Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST:

\_\_\_\_\_  
Betty Wells, City Clerk  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Christopher Duncan, City Attorney  
City of Freeport, Texas

STATE OF TEXAS §

COUNTY OF BRAZORIA §

**AGREEMENT FOR THE TEMPORARY CLOSURE OF STATE RIGHT OF WAY**

**THIS AGREEMENT** is made by and between the State of Texas, acting by and through the Texas Department of Transportation, hereinafter called the "State," and the City of CITY OF FREEPORT a municipal corporation, acting by and through its duly authorized officers, hereinafter called the "local government."

**WITNESSETH**

**WHEREAS**, the State owns and operates a system of highways for public use and benefit, including FREEPORT, in BRAZORIA County; and

**WHEREAS**, the local government has requested the temporary closure of HWY 288 for the purpose of 22<sup>ND</sup> ANNUAL VETERANS DAY PARADE, from 11/11/21 to 11/11/21 as described in the attached "**Exhibit A**," hereinafter identified as the "Event;" and

**WHEREAS**, the Event will be located within the local government's incorporated area; and

**WHEREAS**, the State, in recognition of the public purpose of the Event, wishes to cooperate with the City so long as the safety and convenience of the traveling public is ensured and that the closure of the State's right of way will be performed within the State's requirements; and

**WHEREAS**, on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the \_\_\_\_\_ City Council passed Resolution / Ordinance No. \_\_\_\_\_, attached hereto and identified as "**Exhibit B**," establishing that the Event serves a public purpose and authorizing the local government to enter into this agreement with the State; and

**WHEREAS**, 43 TAC, Section 22.12 establishes the rules and procedures for the temporary closure of a segment of the State highway system; and

**WHEREAS**, this agreement has been developed in accordance with the rules and procedures of 43 TAC, Section 22.12;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto, to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**AGREEMENT**

**Article 1. CONTRACT PERIOD**

This agreement becomes effective upon final execution by the State and shall terminate upon completion of the Event or unless terminated or modified as hereinafter provided.

**Article 2. EVENT DESCRIPTION**

The physical description of the limits of the Event, including county names and highway



numbers, the number of lanes the highway has and the number of lanes to be used, the proposed schedule of start and stop times and dates at each location, a brief description of the proposed activities involved, approximate number of people attending the Event, the number and types of animals and equipment, planned physical modifications of any man-made or natural features in or adjacent to the right of way involved shall be attached hereto along with a location map and identified as "Exhibit C."

### **Article 3. OPERATIONS OF THE EVENT**

**A.** The local government shall assume all costs for the operations associated with the Event, to include but not limited to, plan development, materials, labor, public notification, providing protective barriers and barricades, protection of highway traffic and highway facilities, and all traffic control and temporary signing.

**B.** The local government shall submit to the State for review and approval the construction plans, if construction or modifications to the State's right of way is required, the traffic control and signing plans, traffic enforcement plans, and all other plans deemed necessary by the State. The State may require that any traffic control plans of sufficient complexity be signed, sealed and dated by a registered professional engineer. The traffic control plan shall be in accordance with the latest edition of the Texas Manual on Uniform Traffic Control Devices. All temporary traffic control devices used on state highway right of way must be included in the State's Compliant Work Zone Traffic Control Devices List. The State reserves the right to inspect the implementation of the traffic control plan and if it is found to be inadequate, the local government will bring the traffic control into compliance with the originally submitted plan, upon written notice from the State noting the required changes, prior to the event. The State may request changes to the traffic control plan in order to ensure public safety due to changing or unforeseen circumstances regarding the closure.

**C.** The local government will ensure that the appropriate law enforcement agency has reviewed the traffic control for the closures and that the agency has deemed them to be adequate. If the law enforcement agency is unsure as to the adequacy of the traffic control, it will contact the State for consultation no less than 10 workdays prior to the closure.

**D.** The local government will complete all revisions to the traffic control plan as requested by the State within the required timeframe or that the agreement will be terminated upon written notice from the State to the local government. The local government hereby agrees that any failure to cooperate with the State may constitute reckless endangerment of the public and that the Texas Department of Public Safety may be notified of the situation as soon as possible for the appropriate action, and failing to follow the traffic control plan or State instructions may result in a denial of future use of the right of way for three years.

**E.** The local government will not initiate closure prior to 24 hours before the scheduled Event and all barriers and barricades will be removed and the highway reopened to traffic within 24 hours after the completion of the Event.

**F.** The local government will provide adequate enforcement personnel to prevent vehicles from stopping and parking along the main lanes of highway right of way and otherwise prevent interference with the main lane traffic by both vehicles and pedestrians. The local government will prepare a traffic enforcement plan, to be approved by the State in writing at least 48 hours prior to the scheduled Event. Additionally, the local government shall provide to the State a letter of certification from the law enforcement agency that will be providing traffic control for the Event, certifying that they agree with the enforcement plan and will be able to meet its requirements.

**G.** The local government hereby assures the State that there will be appropriate passage allowance for emergency vehicle travel and adequate access for abutting property owners during construction and closure of the highway facility. These allowances and accesses will

be included in the local government's traffic control plan.

**H.** The local government will avoid or minimize damage, and will, at its own expense, restore or repair damage occurring outside the State's right of way and restore or repair the State's right of way, including, but not limited to, roadway and drainage structures, signs, overhead signs, pavement markings, traffic signals, power poles and pavement, etc. to a condition equal to that existing before the closure, and, to the extent practicable, restore the natural and cultural environment in accordance with federal and state law, including landscape and historical features.

**Article 4. OWNERSHIP OF DOCUMENTS**

Upon completion or termination of this agreement, all documents prepared by the local government will remain the property of the local government. All data prepared under this agreement shall be made available to the State without restriction or limitation on their further use. At the request of the State, the Local Government shall submit any information required by the State in the format directed by the State.

**Article 5. TERMINATION**

**A.** This agreement may be terminated by any of the following conditions:

- (1) By mutual written agreement and consent of both parties.
- (2) By the State upon determination that use of the State's right of way is not feasible or is not in the best interest of the State and the traveling public.
- (3) By either party, upon the failure of the other party to fulfill the obligations as set forth herein.
- (4) By satisfactory completion of all services and obligations as set forth herein.

**B.** The termination of this agreement shall extinguish all rights, duties, obligations, and liabilities of the State and local government under this agreement. If the potential termination of this agreement is due to the failure of the local government to fulfill its contractual obligations as set forth herein, the State will notify the local government that possible breach of contract has occurred. The local government must remedy the breach as outlined by the State within ten (10) days from receipt of the State's notification. In the event the local government does not remedy the breach to the satisfaction of the State, the local government shall be liable to the State for the costs of remedying the breach and any additional costs occasioned by the State.

**Article 6. DISPUTES**

Should disputes arise as to the parties' responsibilities or additional work under this agreement, the State's decision shall be final and binding.

**Article 7. RESPONSIBILITIES OF THE PARTIES**

The State and the Local Government agree that neither party is an agent, servant, or employee of the other party and each party agrees it is responsible for its individual acts and deeds as well as the acts and deeds of its contractors, employees, representatives, and agents.

**Article 8. INSURANCE**

**A.** Prior to beginning any work upon the State's right of way, the local government and/or its contractors shall furnish to the State a completed "Certificate of Insurance" (TxDOT Form 1560, latest edition) and shall maintain the insurance in full force and effect during the period that the local government and/or its contractors are encroaching upon the State right of way.

**B.** In the event the local government is a self-insured entity, the local government shall

provide the State proof of its self-insurance. The local government agrees to pay any and all claims and damages that may occur during the period of this closing of the highway in accordance with the terms of this agreement.

**Article 9. AMENDMENTS**

Any changes in the time frame, character, agreement provisions or obligations of the parties hereto shall be enacted by written amendment executed by both the local government and the State.

**Article 10. COMPLIANCE WITH LAWS**

The local government shall comply with all applicable federal, state and local environmental laws, regulations, ordinances and any conditions or restrictions required by the State to protect the natural environment and cultural resources of the State's right of way.

**Article 11. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provisions hereof and this agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

**Article 12. NOTICES**

All notices to either party by the other required under this agreement shall be delivered personally or sent by certified U.S. mail, postage prepaid, addressed to such party at the following respective addresses:

Local Government:	State:
_____	Texas Department of Transportation
_____	Eliza C. Paul, P.E.
_____	District Engineer
_____	Houston District

All notices shall be deemed given on the date so delivered or so deposited in the mail, unless otherwise provided herein. Either party hereto may change the above address by sending written notice of such change to the other in the manner provided herein.

**Article 13. SOLE AGREEMENT**

This agreement constitutes the sole and only agreement between the parties hereto and supersedes any prior understandings or written or oral agreements respecting the within subject matter.

Each party is signing this agreement on the date stated beside that party's signature.

**THE CITY OF \_\_\_\_\_**

Executed on behalf of the local government by:

By \_\_\_\_\_ Date \_\_\_\_\_  
City Official

Typed or Printed Name and Title \_\_\_\_\_  
\_\_\_\_\_

**THE STATE OF TEXAS**

Executed for the Executive Director and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By \_\_\_\_\_ Date \_\_\_\_\_  
District Engineer

## Exhibit A

### **Events Regarding the Freeport Veterans Day Festivities:**

The City of Freeport will be hosting the Veteran's Day Parade to be held on November 11, 2021 (Veteran's Day).

This year, we will start the Veterans Day celebration off early. Hosted by the VFW Sweeny Ladies' Auxiliary, the Veterans Day Breakfast is tentatively scheduled for 7:00am-9:00am and in the past has served approximately 250-300 veterans.

The parade will begin at 11:00AM at the intersection of E. Park Avenue (Nat Hickey Lane) and 2nd Street. We will proceed west on 2nd Street then make a right turn onto State Highway 288 and end the parade at Brazosport High School's Hopper Field.

A ceremony will be held at Hopper Field to honor the 22,000 plus veterans that are currently living in Brazoria County today. Local churches with bells have been asked to ring them to start the parade. We have contacted county and state elected officials, Brazoria County schools, Freeport churches and civic organizations with invitations to be part of our celebration.

Notification will be provided to property owners along the route as invitation to watch the parade and also notification of temporary street closures.

**Exhibit B**

Agreement No. \_\_\_\_\_

**Exhibit C**



All northbound lanes will be closed until 12:30 when the parade is expected to be over. The event will be a parade for Veterans Day on November 11, 2021. Floats expected in the parade will be vehicles with trailer floats and walking units.



## City Council Agenda Item # 8

**Title:** Consideration and possible action approving Ordinance No. 2021-2645 for FY2020-2021 Proposed Budget Adjustment #3

**Date:** October 18, 2021

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:** Staff recommends approval of the following budget amendment.

**Item Summary:** This proposed budget amendment is to account for all the budget overages and shortfalls during the FY2020-2021.

**Background Information:** I have reviewed every fund, department and account to project year end balances. In doing the process, I have found that a year-end budget amendment is needed to reallocate funds to ensure that no department is over budget at year end.

**Financial Impact:** The net impact to is \$0.00. All adjustments are being funded by increases in revenue or reallocation of expenditure budgets from one department to another.

**Supporting Documentation:** Ordinance



**ORDINANCE NO. 2021-2645**

**AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2020 AND ENDING SEPTEMBER 30, 2021; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.**

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

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

WHEREAS, on August 10, 2020, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2021 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 8, 2019, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the budget for the 2020-2021 fiscal year of the City was approved by the City Council by Ordinance No. 2020-2611, read, passed and adopted on the 8rd day of September, 2020.

WHEREAS, such Ordinance states that the budget for operations shall be administered as follows:

- a. The Council may transfer any unencumbered appropriation balance or portion thereof from one department, or fund to another, at any time;
- b. The City Manager shall have authority, without Council approval, to transfer appropriation balances from one expenditure account to another within a department;
- c. At any time in any fiscal year, the Council may, pursuant to Article XI, section 9.14 of the City Charter, make emergency appropriations to meet pressing need for public expenditure, for other than regular or recurring requirements, to protect the public health, safety or welfare. Such appropriation shall not be more than 5% of the total annual budget; however, the 5% may only be allocated under the condition the "undesignated" reserve/contingency funds may only be used with the specific consent of the City Council for unforeseen contingencies by the City Manager; and

WHEREAS, the City Council has considered the proposed budget amendment and has made such changes therein as in the City Council's judgment were warranted by law and were in the best interest of the citizens and taxpayers of the City.

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

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. The existing Budget of the City of Freeport, Texas, for the fiscal year 2020-2021 as amended by Ordinance No. 2021-2625, read, passed and adopted on February 1, 2021 and by Ordinance 2021-2630, read passed and adopted on May 17, 2021.; and is hereby amended and revised as reflected in said Exhibit "A".

Section 3. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

This ordinance shall take effect and be in force from and after its passage and adoption.

PASSED AND ADOPTED this 20th day of September 2021.

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

ATTEST:

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

APPROVED AS TO FORM AND CONTENT:

\_\_\_\_\_  
Chris Duncan, City Attorney

Exhibit A

City of Freeport  
End of Year Budget Adjustment  
Fiscal Year 2021

Department General Fund	Account Number	Description	FY2021-2022	FY2021-2022	FY2021-2022	FY2021-2022
			Original Budget	Current Budget	3rd Budget Amendment	Amended Budget
<b>Revenue</b>						
	10-347-102	Court Collections	\$ -	\$ -	\$ (7,500)	\$ (7,500)
	10-363-100	EDC Revenue	-	-	(150,000)	(150,000)
	10-365-925	Donation-Veteran's Mem	-	-	(2,500)	(2,500)
	10-399-100	Insurance Recovery	(20,000)	(127,530)	(93,417)	(220,947)
		<b>Total Revenues</b>	<b>\$ (20,000)</b>	<b>\$ (127,530)</b>	<b>\$ (253,417)</b>	<b>\$ (380,947)</b>
<b>Expenditures</b>						
Administration	10-410-100	Salaries/Wages	\$ 724,512	\$ 724,012	\$ (55,000)	\$ 669,012
	10-410-417	Professional Fees-Legal	240,000	240,000	(110,000)	130,000
	10-410-437	Veterans Memorial	-	-	2,500	2,500
	10-410-899	Capital Outlay	-	-	25,000	25,000
		<b>Total Administration</b>	<b>964,512</b>	<b>964,012</b>	<b>(137,500)</b>	<b>826,512</b>
Municipal Court	10-430-407	Collection Agency Fees	2,250	2,250	7,500	9,750
	10-430-165	Educational Pay	-	-	1,335	1,335
	10-430-311	Postage/Shipping	2,300	2,300	2,200	4,500
	10-430-414	Bank Charges	5,000	5,000	15,000	20,000
		<b>Total Municipal Court</b>	<b>9,550</b>	<b>9,550</b>	<b>26,035</b>	<b>35,585</b>
Police	10-525-190	Salaries/Wages PT	137,209	137,209	(125,000)	12,209
	10-525-482	Sevice Contracts	128,240	128,240	(1,905)	126,335
		<b>Total Police</b>	<b>265,449</b>	<b>265,449</b>	<b>(126,905)</b>	<b>138,544</b>
Fire	10-530-110	Salaries/Wages	674,802	674,802	35,000	709,802
	10-530-190	Overtime	82,400	82,400	30,000	112,400
	10-530-899	Capital Outlay	-	-	39,320	39,320
		<b>Total Fire</b>	<b>757,202</b>	<b>757,202</b>	<b>104,320</b>	<b>861,522</b>
EMS	10-535-100	Salaries/Wages	455,349	455,349	(45,000)	410,349
		<b>Total EMS</b>	<b>455,349</b>	<b>455,349</b>	<b>(45,000)</b>	<b>410,349</b>
Emergency Management	10-556-201	FICA & Medicare	-	10,600	30,000	40,600
	10-556-310	Office/Computer Supplies	-	-	15	15
	10-556-399	Other Supplies	-	-	2,325	2,325
	10-556-426	Physicals/Screening	-	-	45	45
	10-556-499	Other Services	-	36,300	110	36,410
	10-556-625	Emergency Management	-	-	1,550	1,550
	10-556-699	Other-Sundry	-	-	2,500	2,500
		<b>Total Emergency Management</b>	<b>-</b>	<b>46,900</b>	<b>36,545</b>	<b>83,445</b>
Code Enforcement	10-557-100	Salaries/Wages	173,857	160,857	(15,000)	145,857
		<b>Total Code Enforcement</b>	<b>173,857</b>	<b>160,857</b>	<b>(15,000)</b>	<b>145,857</b>
Streets	10-575-629	Vehicle Insurance	-	-	20,350	20,350
			-	-	20,350	20,350
Beach Maintenance	10-576-100	Salaries/Wages	-	-	12,500	12,500
	10-576-190	Overtime	-	-	15,000	15,000
	10-576-201	FICA & Medicare	-	-	2,020	2,020
	10-576-210	Group Insurance	-	-	3,630	3,630
	10-576-230	TMRS	-	-	3,870	3,870
	10-576-591	Beach Maintenance Expense	10,000	10,000	8,000	18,000
		<b>Total Beach Maintenance</b>	<b>10,000</b>	<b>10,000</b>	<b>45,020</b>	<b>55,020</b>
Historical Museum	10-578-110	Salaries/Wages PT	33,400	33,400	(25,000)	8,400
			33,400	33,400	(25,000)	8,400

## Exhibit A

**City of Freeport**  
**End of Year Budget Adjustment**  
**Fiscal Year 2021**

Department	Account Number	Description	FY2021-2022	FY2021-2022	FY2021-2022	FY2021-2022
			Original Budget	Current Budget	3rd Budget Amendment	Amended Budget
Library	10-650-415	Telephone	4,700	4,700	1,700	6,400
	10-650-629	Property Insurance	16,000	16,000	(14,800)	1,200
	10-650-899	Capital Outlay	-	114,325	147,000	261,325
		<b>Total Library</b>	<b>20,700</b>	<b>135,025</b>	<b>133,900</b>	<b>268,925</b>
Parks	10-655-100	Salaries/Wages	519,419	519,419	(55,000)	464,419
	10-655-899	Capital Outlay	-	-	150,000	150,000
		<b>Total Parks</b>	<b>519,419</b>	<b>519,419</b>	<b>95,000</b>	<b>614,419</b>
Golf	10-656-400	Cart Rental Fee	45,000	45,000	2,500	47,500
	10-656-403	Beer for Resale	34,000	34,000	5,000	39,000
	10-656-404	Soft Drinks & Snacks	21,000	21,000	1,500	22,500
			<b>100,000</b>	<b>100,000</b>	<b>9,000</b>	<b>109,000</b>
Recreation	10-665-110	Salaries/Wages PT	69,329	69,329	(10,000)	59,329
	10-665-440	Electricity	37,210	37,210	(28,000)	9,210
			<b>106,539</b>	<b>106,539</b>	<b>(38,000)</b>	<b>68,539</b>
Departmental Transfers	10-700-016	Transfer to Marina Operations	-	-	193,620	193,620
	10-700-020	Transfer to Ambulance	-	-	552	552
	10-710-063	Transfer from CO2008 Const	-	-	(23,520)	(23,520)
			-	-	170,652	170,652
		<b>Total Genral Fund</b>	<b>\$ 3,395,977</b>	<b>\$ 3,436,172</b>	<b>\$ -</b>	<b>\$ 3,436,172</b>
Street & Drainage Fund	14-575-547	Sign Maintenance	\$ -	\$ -	\$ 23,520	\$ 23,520
	14-575-816	Various Capital Improvements	-	-	23,520	23,520
	14-575-8999	Capital Outlay	250,000	250,000	(47,040)	202,960
		<b>Total Street &amp; Drainage Fund</b>	<b>\$ 250,000</b>	<b>\$ 250,000</b>	<b>\$ -</b>	<b>\$ 250,000</b>
Marina Operations Fund	16-710-010	Transfer from General Fund	\$ -	\$ -	\$ (193,618)	\$ (193,618)
		Fund Balance	-	-	193,618	193,618
		<b>Total Marina Operations Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Ambulance Fund	20-710-010	Transfer from General Fund	\$ -	\$ -	\$ (552)	\$ (552)
		Fund Balance	-	-	552	552
		<b>Total Ambulance Fund</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>
Facilities & Grounds Fund	21-525-899	Capital Outlay	\$ 45,300	\$ 45,300	\$ 51,858	\$ 97,158
		Fund Balance	184,894	184,894	(51,858)	133,036
		<b>Total Facilities &amp; Grounds Fund</b>	<b>\$ 230,194.00</b>	<b>\$ 230,194.00</b>	<b>\$ -</b>	<b>\$ 230,194.00</b>
Vehicle & Equipment Fund	22-656-899	Capital Outlay	\$ 47,000	\$ 47,000	\$ 13,321	\$ 60,321
		Fund Balance	184,809	184,809	(13,321)	171,488
		<b>Total Vehicle &amp; Equipment Fund</b>	<b>\$ 231,809</b>	<b>\$ 231,809</b>	<b>\$ -</b>	<b>\$ 231,809</b>
Police Seizure Fund	43-525-335	Clothing	\$ -	\$ -	\$ 6,000	\$ 6,000
	43-525-620	Narcotics Expense	15,000	15,000	(7,071)	7,929
		Fund Balance	-	15,900	1,071	16,971
		<b>Total Police Seizure</b>	<b>\$ 15,000</b>	<b>\$ 30,900</b>	<b>\$ -</b>	<b>\$ 30,900</b>
Utility Fund <u>Revenue</u>	56-360-103	Utility Reimbursements	\$ 46,802	\$ 46,802	\$ (70,618)	\$ (23,816)
	56-399-000	Proceeds from Bond Sale	-	-	(4,845,000)	(4,845,000)
	56-399-100	Premiums from Bond Sale	-	-	(300,036)	(300,036)
	56-399-200	Underwriter's Discount	-	-	61,356	61,356
		<b>Total Revenues</b>	<b>46,802</b>	<b>46,802</b>	<b>(5,154,298)</b>	<b>(5,107,496)</b>

Exhibit A

City of Freeport  
End of Year Budget Adjustment  
Fiscal Year 2021

Department	Account Number	Description	FY2021-2022	FY2021-2022	FY2021-2022	FY2021-2022
			Original Budget	Current Budget	3rd Budget Amendment	Amended Budget
<u>Expenditures</u>	56-565-100	Salaries/Wages	89,990	89,990	3,500	93,490
	56-565-190	Overtime	4,120	4,120	1,200	5,320
	56-565-210	Group Insurance	16,943	16,943	105	17,048
	56-565-230	TMRS	13,805	13,805	80	13,885
	56-565-240	Workmans' Compensation	183	183	5	188
	56-565-390	Fuel	-	-	30,000	30,000
	56-565-399	Other Supplies	-	-	20	20
	56-565-413	Professional Services	-	404,644	(30,208)	374,436
	56-565-414	Bank Charges	9,446	9,446	10,000	19,446
	56-545-415	Telephone	9,446	9,446	2,500	11,946
	56-545-426	Physicals/Screening	36	36	5	41
	56-565-440	Electricity	-	-	40,000	40,000
	56-565-483	Special Services	-	-	4,200	4,200
	56-565-543	Electronics/Computer	9,258	9,258	9,210	18,468
	56-615-730	Debt Service Fees	-	-	79,577	79,577
	56-700-064	Transfer to Debt Service	-	-	4,104	4,104
	56-700-067	Transfer to CO2021 Cap Fund	-	-	5,000,000	5,000,000
		<b>Total Exenditures</b>	<b>153,228</b>	<b>557,872</b>	<b>5,154,298</b>	<b>5,712,170</b>
		<b>Total Utility Fund</b>	<b>\$ 200,029.45</b>	<b>\$ 604,673.51</b>	<b>\$ -</b>	<b>\$ 604,673.51</b>
<b>CO 2008 Construction Fund</b>	63-700-010	Transfer to General Fund	\$ -	\$ -	\$ 23,520	\$ 23,520
		Fund Balance	23,520	23,520	(23,520)	-
		<b>Total CO 2008 Construction Fund</b>	<b>23,520</b>	<b>23,520</b>	<b>-</b>	<b>23,520</b>
<b>Debt Service Fund</b>	64-615-414	Bank Charges	\$ -	\$ -	\$ 130	\$ 130
		Fund Balance	47,493	47,493	(130)	47,363
		<b>Total Debt Service Fund</b>	<b>47,493</b>	<b>47,493</b>	<b>-</b>	<b>47,493</b>
<b>CO 2021 Capital Projects</b>	67-710-056	Transfer from Water & Sewer	\$ -	\$ -	\$ (5,000,000)	\$ (5,000,000)
	67-565-899	Capital Outlay	-	-	5,000,000	5,000,000
		<b>CO 2021 Capital Projects</b>	<b>-</b>	<b>-</b>	<b>-</b>	<b>-</b>



## City Council Agenda Item # 9

**Title:** Consideration and possible action on approval and awarding of bid for mowing services to Cornerstone Lawn Service and authorize City Manager to sign the contract.

**Date:** October 14, 2021

**From:** Cathy Ezell

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**Staff Recommendation:**

Staff recommends awarding the bid for mowing services to Cornerstone Lawn Services and authorizing the City Manager to sign the contract.

**Item Summary:**

The current contract for mowing services is coming to an end and staff issued a Request for Proposal for mowing services.

**Background Information:**

The current contract for mowing services expired on September 30, 2021. Staff published a Request for Proposal for mowing services including nuisance abatement services was released on September 30, 2021. The bids were received on October 14, 2021. The lowest bidder was Cornerstone Lawn Service.

**Special Considerations:** N/A

**Financial Impact:**

The costs are within the current budget amount.

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

**Supporting Documentation:**

Bid Analysis

**City of Freeport  
Mowing Bid Analysis  
October 14, 2021**

Contractor	City Mowing Weekly	Code Mowing per Lot				
		1/4 Acre	1/2 Acre	3/4 Acre	1 Acre	Larger than 1 Acre
Castillo's Lawn Service	2,250.00	N/A	N/A	N/A	N/A	N/A
CornerStone Lawn Service	1,700.00	25.00	45.00	65.00	85.00	85+25 per 1/4 Acre
Lands View Services	5,987.93	42.00	83.00	124.00	165.00	165 +165 (sq ft)



## City Council Agenda Item # 10

**Title:** Consider approving agreement between Brazoria County and the City of Freeport to receive funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14,218; Grant Number B-21-UC48-005 in the amount of \$260,000.

**Date:** October 18, 2021

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends approving entering an agreement between Brazoria County and the City of Freeport for CDBG fund in the amount of \$260,000.

**Item Summary:**

The CDBG Grant funds will replace approximately 1,800 linear feet of 10" PVC sanitary sewer by pipe bursting and rehabilitation 6 brick/concrete manholes along Avenue H from Yellowstone to Sweeny Road.

**Background Information:**

The City applied for the CDBG Grant in the amount of \$260,000 in March 2021. These funds will continue the sewer line replacement in the City to help with inflow and infiltration.

**Special Considerations:** N/A

**Financial Impact:**

The City is required to pay for the engineering.

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

**Supporting Documentation:**

Agreement



**AGREEMENT BETWEEN  
BRAZORIA COUNTY  
AND  
CITY OF FREEPORT**

THIS AGREEMENT, entered this 1<sup>st</sup> day of October, 2021 by and between Brazoria County (herein called the "Grantee") and City of Freeport (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-21-UC-48-0005; and

WHEREAS, the Grantee wishes to engage the Subrecipient to assist the Grantee in utilizing such funds;

NOW, THEREFORE, it is agreed between the parties hereto that;

**I. SCOPE OF SERVICE**

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2020 Community Development Block Grant (CDBG) Program Action Plan:

**FREEPORT SEWER IMPROVEMENTS** - The City of Freeport will replace approximately 1,800 linear feet of 10" PVC sanitary sewer by pipe bursting and rehabilitate 6 brick/concrete manholes along Ave H from Yellowstone Street to Sweeny Road.

**II. NATIONAL OBJECTIVES**

The Subrecipient certifies that the activities carried out with funds provided under this agreement will meet the CDBG Program's National Objective of (benefit low- and moderate-income persons, as defined in 24 CFR 570.208.

**III. GOALS AND PERFORMANCE MEASURES**

The Subrecipient will assist a public facility with approximately 75 people, of which 81.3% are low- and moderate-income persons, with improved suitable living environment by providing availability/accessibility through sanitary sewer improvements.

**IV. TIME OF PERFORMANCE**

Services of the Subrecipient shall start on the 1<sup>st</sup> day of October, 2021 and end on the 31<sup>st</sup> day of December, 2022. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 months
Complete engineering design and contract documents	2 months
Advertise bids and award construction contract	1 month
Conduct preconstruction conference and issue Notice to Proceed	1 month

Complete construction	6 months
Final inspection and completion of Certificate of Construction Completion	<u>1 month</u>
Total:	<u>15 months</u>

V. PERFORMANCE MONITORING

The Grantee will monitor the performance of the Subrecipient against the goals, performance standards and construction milestones as stated herein. Substandard performance as determined by the Grantee will constitute non-compliance with this agreement. If action to correct such substandard performance is not taken by the Subrecipient within a reasonable period of time after being notified by the Grantee, contract suspension, or termination procedures will be initiated.

VI. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Two Hundred Sixty Thousand Dollars and No Cents (\$260,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Two Hundred Sixty Thousand Dollars and No Cents (\$260,000.00), or the amount received from HUD, whichever is less.

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Wastewater Improvements	260,000.00
Total	<u>\$260,000.00</u>

In addition, if the Grantee requires a more detailed budget breakdown, the Subrecipient shall provide such supplementary budget information in a timely fashion in the form and content prescribed by the Grantee. Any amendments to this budget must be approved in writing by the Grantee and the Subrecipient.

VIII. PAYMENT

Invoices for payment must be signed by the Subrecipient and Engineer, if applicable, prior to submission for payment. Invoices for the payment of eligible expenses shall be submitted to the Grantee in accordance with the procedures as established by the Brazoria County Auditor's Office. Payments may be contingent upon certification of the Subrecipient's financial management system in accordance with the standards specified in 2 CFR 200.302 & 305.

IX. NOTICES

Communication and details concerning this contract shall be directed to the following contract representatives:

Grantee

L. M. "Matt" Sebesta, Jr., County Judge  
Brazoria County  
Brazoria County Courthouse  
111 E. Locust, Suite 102A  
Angleton, Texas 77515

Subrecipient

Brooks Bass, Mayor  
City of Freeport  
200 W. Second Street  
Freeport, Texas 77541

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

Notwithstanding any other provisions of this Agreement, no funds provided under this Agreement may be obligated or expended for the planning or construction of water or sewer facilities until the Subrecipient's receipt of written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds on completion of the review procedures required under Executive Order 12372, Intergovernmental Review of Federal Programs, and the U. S. Department of Housing and Urban Development's implementing regulations at 24 CFR Part 52.

B. New or Revised Water and/or Sewer Facilities Planning or Construction

As required under Executive Order 12372 and 24 CFR Part 52, the subrecipient shall receive written notification from the Grantee that the U. S. Department of Housing and Urban Development has issued a release of funds before obligating or expending any funds provided under this Agreement for any new or revised activity for the planning or construction of water or sewer facilities not previously reviewed under Executive Order 12372 and implementing regulations.

XI. GENERAL CONDITIONS

A. General Compliance

The Subrecipient agrees to comply with the requirements of Title 24 of the Code of Federal Regulations, Part 570 (the U. S. Housing and Urban Development regulations concerning Community Development Block Grants). The Subrecipient also agrees to comply with all other applicable Federal, state and local laws, regulations, and policies governing the funds provided under this contract. The Subrecipient further agrees to utilize funds available under this agreement to supplement rather than supplant funds otherwise available utilize funds available.

B. Independent Contractor

Nothing contained in this agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this agreement. The Grantee shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

The Subrecipient shall hold harmless, defend and indemnify the Grantee from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this agreement.

D. Workers' Compensation Insurance

The Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement, as required by State law.

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to Two Hundred Sixty Thousand Dollars and No Cents (\$260,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

F. Grantor Recognition

The Subrecipient shall insure recognition of the role of the grantor agency in providing services through this Agreement. All activities, facilities, and items utilized pursuant to this Agreement shall be prominently labeled as to funding source. In addition, the Subrecipient will include a reference to the support provided herein all publications made possible with funds made available under this Agreement.

G. Amendments

The Grantee or Subrecipient may amend this agreement at any time provided that such amendments make specific reference to this Agreement, and are executed in writing, signed by a duly authorized representative of both organizations, and approved by the Grantee's governing body. Such amendments shall not invalidate this agreement, nor relieve or release the Grantee or Subrecipient from its obligations under this Agreement.

The Grantee may, in its discretion, amend this agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts, or for other reasons. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this agreement such modifications will be incorporated only by written amendment signed by both Grantee and Subrecipient.

H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 2 CFR 200.338. The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

Either party may terminate this agreement at any time by giving written notice to the other party of such termination and specifying the effective date thereof at least 30 days before the effective date of such termination. Partial termination of the Scope of Service in Paragraph I above may only be undertaken with the prior approval of the Grantee. In the event of any termination for convenience, 2 CFR 200.339 shall apply in addition to all finished or unfinished documents, data studies, surveys, maps, models, photographs, reports or other materials prepared by the Subrecipient under this agreement shall, at the option of the Grantee, become the property of the Grantee. The Subrecipient shall be entitled to receive just and equitable compensation for any satisfactory work completed on such documents or materials prior to the termination if applicable.

If a Subrecipient agreement is suspended or terminated, costs incurred are not allowable except as referenced in 2 CFR 200.342) and are due back to Grantee.

## XII. ADMINISTRATIVE REQUIREMENTS

### A. Financial Management

#### 1. Accounting Standards

The Subrecipient agrees to comply with 2 CFR 200, Subpart D and agrees to adhere to the accounting principles and procedures required therein, utilize adequate internal controls, and maintain necessary source documentation for all costs incurred. The Subrecipient shall administer its program in conformance with 2 CFR 200 Subpart E as applicable; for all costs incurred whether charged on a direct or indirect basis.

#### 2. Cost Principles

If the Subrecipient is a governmental or quasi-governmental agency, the applicable sections of 2 CFR 200.400, Subpart E, "Cost Principles" and 24 CFR 570.503(b)(4) would apply.

If the Subrecipient is a non-profit organization or educational institution chartered under the laws of the State of Texas, the Subrecipient shall administer its program in conformance with 2 CFR 200, Subpart E, "Cost Principles", as applicable. These principles shall be applied for all costs incurred whether charged on a direct or indirect basis.

### B. Documentation and Record-Keeping

#### 1. Records to be Maintained

The Subrecipient shall maintain all records required by the Federal regulations specified in Subpart J of 24 CFR Part 570.506 that are pertinent to the activities to be funded under this agreement. Such records shall include but not be limited to:

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

## 2. Retention

The Subrecipient shall retain all records pertinent to expenditures incurred under this Agreement for a period of five (5) years after the termination of all activities funded under this agreement. Records for non-expendable property acquired with funds under this Agreement shall be retained for five (5) years after final disposition of such property. Records for any displaced person must be kept for five (5) years after he or she has received final payment. Notwithstanding the above, if there is litigation claims, audits, negotiations or other actions that involve any of the records cited and that have started before the expiration of the five-year period, then such records must be retained until completion of the actions and resolution of all issues, or the expiration of the five-year period, whichever occurs later.

## 3. Beneficiary Data

The Subrecipient shall maintain beneficiary data demonstrating that the activities carried out with the funds provided under this agreement meets one or more of the CDBG Program's National Objectives as defined in Subpart C of 24 CFR Part 570.208. Such information shall be made available to Grantee monitors or their designees for review upon request.

## 4. Property Records

The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with the "changes in use" restrictions specified in Subpart J of 24 CFR Part 570 and specifically 24 CFR 570.505, as applicable.

## 5. Close-outs

The Subrecipient's obligation to the Grantee shall not end until all close-out requirements are completed. Activities during this close-out period shall include, but are not limited to: making final payments, disposing of program assets (including the return of all unused materials, equipment, unspent cash advances, program income balances, and accounts receivable to the Grantee), and determining the custodianship of records.

## 6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in

accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

### C. Additional Requirements

#### 1. Program Income

The Subrecipient shall report "monthly" all program income as defined at Subpart J of 24 CFR 570.500(a) generated by activities carried out with CDBG funds made available under this Agreement to the Grantee. The use of program income by the Subrecipient shall comply with the requirements set forth at 24 CFR 570.503 and 24 CFR 570.504. By way of further limitations, the Subrecipient may use such income during the Agreement period for activities permitted under this Agreement and shall reduce requests for additional funds by the amount of any such program income balance on hand. All unexpended program income shall be returned to the Grantee at the end of the Agreement period. Any interest earned on cash advances from the U.S. Treasury is not program income and shall be remitted promptly to the Grantee. Any program income received after the expiration of this Agreement shall be paid to the Grantee as required by 24 CFR 570.503(b)(7).

#### 2. Indirect Costs

If indirect costs are charged, the Subrecipient will develop an indirect cost allocation plan for determining the appropriate Subrecipient's share of administrative costs and shall submit such plan to the Grantee for approval, in a form specified by the Grantee.

#### 3. Payment Procedures

The Grantee will pay to the Subrecipient funds available under this Agreement based upon information submitted by the Subrecipient and consistent with any approved budget and Grantee policy concerning payments. With the exception of certain advances, payments will be made for eligible expenses actually incurred by the Subrecipient, not to exceed actual cash requirements. Payments will be adjusted by the Grantee in accordance with advance fund and program income balances available in Subrecipient accounts. In addition, the Grantee reserves the right to liquidate funds available under this Agreement for costs incurred by the Grantee on behalf of the Subrecipient. All invoices being submitted for reimbursements and/or payments must be received in the office of the Brazoria County Community Development Department within 30 days following the end of the Agreement period.

#### 4. Travel

The Subrecipient shall obtain written approval from the Grantee for any travel outside the Brazoria County area (which includes Harris, Fort Bend, Galveston, and Matagorda counties) paid with funds provided under this Agreement.

#### 5. Progress Reports

The Subrecipient shall submit regular progress reports to the Grantee in the form, content, and frequency as required by the Grantee as required by 24CFR 570.503(b)(2).

## D. Procurement of Materials, Property or Services

### 1. Compliance

The Subrecipient shall comply with current Grantee policy concerning the purchase of equipment and shall maintain inventory records of all non-expendable personal property as defined by such policy as may be procured with funds provided herein. All program assets (unexpended program income, property, equipment, etc.) shall revert to the Grantee upon termination of this Agreement, unless otherwise specified by the Grantee.

### 2. Procurement and Property Management Standards

The Subrecipient shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326, Subpart D, Procurement Standards, and shall subsequently follow 2 CFR 200, Subpart D, Property Standards, and 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504, and 24 CFR 570.505 covering utilization and disposal of property. The Subrecipient shall maintain real property inventory records which clearly identify property and equipment purchased, improved, or sold. Properties and equipment retained shall continue to meet eligibility criteria and shall conform with Subpart J of 24 CFR Part 570.502(a)(5) for real property and Subpart J of 24 CFR Part 570.502(a)(6) for equipment and 24 CFR 570.505, as applicable.

### 3. Use and Reversion of Assets:

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24 CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property within the recipient's control which was acquired or improved in whole or in part using under this Agreement using CDBG funds in excess of \$25,000.00 shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided as specified in 24 CFR 570.505. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed time period, the property is to be disposed of in a manner which results in Brazoria County being reimbursed in the amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7),



unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

### XIII. RELOCATION, REAL PROPERTY ACQUISITION AND ONE-FOR-ONE HOUSING REPLACEMENT

The Subrecipient agrees to comply with 1) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR Part 24 and 24 CFR 570.606; 2) the requirements of 24 CFR 570.606(c) governing the Residential Anti-displacement and Relocation Assistance Plan under section 104(d) of the Housing and Community Development Act of 1974; and 3) the requirements in 570.606(d) governing optional relocation policies. [At the discretion of the Grantee, the Grantee may preempt the optional policies.] The Subrecipient shall provide relocation assistance to persons (families, individuals, businesses, nonprofit organizations, and farms) that are displaced, as defined by 24 CFR 570.606 (b)(2), as a direct result of acquisition, rehabilitation, demolition, or conversion for a CDBG-assisted project. The Subrecipient also agrees to comply with applicable Grantee ordinances, resolutions, and policies concerning the displacement of persons from their residences.

### XIV. PERSONNEL & PARTICIPANT CONDITIONS

#### A. Civil Rights

##### 1. Compliance

The Subrecipient agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) as amended; Title VIII of the Civil Rights Act of 1968 as amended; the Fair Housing Act (P. L. 90-284) Section 504 of the Rehabilitation Act of 1973; the Americans with Disabilities Act of 1990; the Age Discrimination Act of 1975; Executive Order 11063 as amended by EO 12259; and with Executive Order 11246 as amended by Executive Orders 11375, 11478, 12086, and 12107.

##### 2. Nondiscrimination

The Subrecipient will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, gender identity, marital/familial status, or status with regard to public assistance. The Subrecipient will take affirmative action to insure that all employment practices are free from such discrimination. Such employment practices include but are not limited to the following: hiring, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Subrecipient agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the contracting agency setting forth the provisions of this nondiscrimination clause.

### 3. Land Covenants

This contract is subject to the requirements of Title VI of the Civil Rights Act of 1964 (P. L. 88-352) and 24 CFR 670.601 and 570.602. In regard to the sale, lease, or other transfer of land acquired, cleared or improved with assistance provided under this Agreement, the Subrecipient shall cause or require a covenant running with the land to be inserted in the deed or transfer, prohibiting discrimination as herein defined, in the sale, lease or rental, or in the use or occupancy of such land, or in any improvements erected or to be erected thereon, providing that the Grantee and the United States are beneficiaries of and entitled to enforce such covenants. The Subrecipient, in undertaking its obligation to carry out the program assisted hereunder, agrees to take such measures as are necessary to enforce such covenant, and will not itself so discriminate.

### 4. Section 504

The Subrecipient agrees to comply with any Federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. 794), which prohibits discrimination against the handicapped in any Federally assisted program. The Grantee shall provide the Subrecipient with any guidelines necessary for compliance with that portion of the regulations in force during the term of this Agreement.

## B. Affirmative Action

### 1. Approved Plan

The Subrecipient agrees that it shall be committed to carry out pursuant to the Grantee's specifications an Affirmative Action Program in keeping with the principles as provided in Executive Order 11246 of September 24, 1965. The Grantee shall provide affirmative action guidelines to the Subrecipient to assist in the formulation of such program. The Subrecipient, to the extent applicable, shall submit a plan for an Affirmative Action Program for approval prior to the disbursement of any funds to the Subrecipient.

### 2. Women- and Minority-Owned businesses (W/MBE)

The Subrecipient will use its best efforts to afford minority- and women-owned business enterprises the maximum practicable opportunity to participate in the performance of this Agreement. As used in this Agreement, the term "minority and female business enterprise" means a business at least fifty-one (51) percent owned and controlled by minority group members or women. For the purpose of this definition, "minority group members" are Afro-Americans, Spanish-speaking, Spanish surnamed or Spanish-heritage American, Asian-Americans, and American Indians. The Subrecipient may rely on written representations by businesses regarding their status as minority and female business enterprises in lieu of an independent investigation.

### 3. Access to Records

The Subrecipient shall furnish and cause each of its own subrecipients or sub-contractors to furnish all information and reports required hereunder and will permit access to its books, records, and accounts by the Grantee, HUD, or its agent, or other authorized Federal officials for purposes of investigation to ascertain compliance with the rules, regulations, and provision stated herein.

#### 4. Notifications

The Subrecipient will send to each labor union or representative of workers with which it has a collective bargaining agreement or other Agreement or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or worker's representative of the Subrecipient's commitments hereunder, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

#### 5. Equal Employment Opportunity and Affirmative Action EEO/AA Statement

The Subrecipient will, in all solicitations or advertisements for employees placed by or on behalf of the Subrecipient, state that it is an Equal Opportunity or Affirmative Action employer.

#### 6. Subcontract Provisions

The Subrecipient will include the provisions of Paragraphs XI (A), Civil Rights, and (B), Affirmative Action hereof, in every subcontract or purchase order, specifically or by reference, so that such provisions will be binding upon each of its own subrecipients or subcontractors.

### C. Employment Restrictions

#### 1. Prohibited Activity

The Subrecipient is prohibited from using funds provided herein or personnel employed in the administration of the program for: political activities, inherently religious activities, lobbying, political patronage, and nepotism activities.

#### 2. Labor Standards

The Subrecipient agrees to comply with the requirements of the Secretary of Labor in accordance with the Davis-Bacon Act as amended, the provisions of Contract Work Hours and Safety Standards Act (40 USC 327 *et seq.*) and all other applicable Federal, State and local laws and regulations pertaining to labor standards insofar as those acts apply to the performance of this Agreement. The Subrecipient agrees to comply with the Copeland "Anti-Kickback" Act (18 U.S.C. 874 *et seq.*) and its implementing regulations of the U. S. Department of Labor at 29 CFR Part 5. The Subrecipient shall maintain documentation which demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Grantee for review upon request.

The Subrecipient agrees that, except with respect to the rehabilitation or construction of residential property containing less than eight (8) units, all contractors engaged under Agreements in excess of \$2,000.00 for construction, renovation or repair work financed in whole or in part with assistance provided under this Agreement, shall comply with Federal requirements adopted by the Grantee pertaining to such Agreement and with the applicable requirements of the regulations of the Department of Labor, under 29 CFR Parts 1, 3, 5 and 7 governing the payment of wages and ratio of apprentices and trainees to journey-workers; provided, that if wage rates higher than those required under the regulations are imposed by State or local law, nothing hereunder is intended to relieve the Subrecipient of its obligation, if any, to require payment of the higher wage. The Subrecipient shall cause or require to be inserted in full, in all such Agreements subject to such regulations, provisions meeting the requirements of this paragraph.

### 3. Section 3

#### A. Compliance

Compliance with the provisions of Section 3 of the HUD Act of 1968, as amended, and as implemented by the regulations set forth in 24 CFR 75, and all applicable rules and orders issued hereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided under this Agreement and binding upon the Grantee, the Subrecipient and any of the Subrecipient's subcontractors. Failure to fulfill these requirements shall subject the Grantee, the Subrecipient and any of the Subrecipient's subcontractors, their successors and assigns, to those sanctions specified by the agreement through which Federal assistance is provided. The Subrecipient certifies and agrees that no contractual or other disability exists which would prevent compliance with these requirements.

The Subrecipient further agrees to ensure that opportunities for training and employment arising in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public construction project are given to low- and very low-income persons residing within the metropolitan area in which the CDBG-funded project is located; where feasible, priority should be given to low- and very low-income persons within the service area of the project or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs; and award Agreements for work undertaken in connection with a housing rehabilitation (including reduction and abatement of lead-based paint hazards), housing construction, or other public funded project is located; where feasible, priority should be given to business concerns which provide economic opportunities to low- and very low-income residents within the service area or the neighborhood in which the project is located, and to low- and very low-income participants in other HUD programs.

The Subrecipient certifies and agrees that no contractual or other legal incapacity exists which would prevent compliance with these requirements.

#### B. Notifications

The Subrecipient agrees to send to each labor organization or representative of workers with which it has a collective bargaining agreement or other contract or understanding, if any, a notice advising said labor organization or worker's representative of its commitments under this Section 3 clause and shall post copies of the notice in conspicuous places available to employees and applicants for employment or training.

#### C. Subcontracts

The Subrecipient will not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR 75 and will not let any subcontract unless the entity has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.

## D. Conduct

### 1. Assignability

The Subrecipient shall not assign or transfer any interest in this Agreement without the prior written consent of the Grantee thereto; provided, however, that claims for money due or to become due to the Subrecipient from the Grantee under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of any such assignment or transfer shall be furnished promptly to the Grantee.

### 2. Subcontracts

#### a. Approvals

The Subrecipient shall not enter into any subcontract with any agency or individual in the performance of this Agreement without the written consent of the Grantee prior to the execution of such agreement. The Subrecipient will not enter into any Agreement with contractors and /or subcontractors who have been debarred or prohibited from federal Agreements.

#### b. Monitoring

The Subrecipient will monitor all subcontracted services on a regular basis to assure Agreement compliance. Results of monitoring efforts shall be summarized in written reports and supported with documented evidence of follow-up actions taken to correct areas of noncompliance.

#### c. Content

The Subrecipient shall cause all of the provisions of this Agreement in its entirety to be included in and made a part of any subcontract executed in the performance of this agreement.

#### d. Selection Process

The Subrecipient shall undertake to insure that all subcontracts let in the performance of this agreement shall be awarded on a fair and open competition basis in accordance with applicable procurement requirements. Executed copies of all subcontracts shall be forwarded to the Grantee along with documentation concerning the selection process.

### 3. Hatch Act

The Subrecipient agrees that no funds provided, nor personnel employed under this Agreement, shall be in any way or to any extent engaged in the conduct of political activities in violation of Chapter 15 of Title V, U.S. Code.

### 4. Conflict of Interest

The Subrecipient agrees to abide by the provisions of 2 CFR 200.112 and 24 CFR 570.611, which include (but or not limited to) the following:

- a. The subrecipient shall maintain a written or standards of conduct that shall govern the performance of its officers, employees or agents engaged in the award of administration of contracts supported by Federal funds.
- b. No employee, officer or agent of the subrecipient shall participate in the selection, or in the award or administration of, a contract supported by Federal funds if a conflict of interest, real or apparent, would be involved.
- c. No covered persons who exercise or have exercised any functions or responsibilities with respect to CDBG-assisted activities, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest in any contract, or have a financial interest in any contract, subcontract, or agreement with respect to the CDBG-assisted activity, or with respect to the proceeds from the CDBG-assisted activity, either for themselves or those with whom they have business or immediate family ties, during their tenure or for a period of one (1) year thereafter. For purposes of this paragraph, a "covered person" includes any person who is an employee, agent, consultant, officer, or elected or appointed official of the Grantee, the subrecipient, or any designated public agency.

## 5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:
- d. Lobbying Certification – (paragraph d)

This certification is a material representation of fact upon which reliance was place when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

## 6. Copyright

If this Agreement results in any copyrightable material or inventions, the Grantee and/or grantor agency reserves the right to royalty-free, non-exclusive and irrevocable license to reproduce, publish or otherwise use and to authorize others to use, the work or materials for government purposes.

## 7. Religious Organization

The Subrecipient agrees that funds provided under this Agreement will not be utilized for inherently religious activities, to promote religious interest, or for the benefit of a religious organization in accordance with the Federal regulations specified in Subpart C of 24 CFR 570.200(j). An organization that participates in the CDBG program shall not, in providing program assistance, discriminate against a program beneficiary or prospective program beneficiary on the basis of religion or religious belief.

# XV. ENVIRONMENTAL CONDITIONS

## A. Air and Water

The Subrecipient agrees to comply with the following requirements insofar as they apply to the performance of this Agreement:

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

## B. Flood Disaster Protection

In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC 4001), the Subrecipient shall assure that for activities located in an area identified by the Federal Emergency Management Act (FEMA) as having special flood hazards under the National Flood Insurance Program that flood insurance is obtained and maintained as a condition of financial assistance for acquisition or construction purposes (including rehabilitation).

## C. Lead-Based Paint

The Subrecipient agrees that any construction or rehabilitation of residential structures with assistance provided under this Agreement shall be subject to HUD Lead-Based Paint Regulations at 24 CFR 570.608 and 24 CFR Part 35, Subparts A and B. Such regulations pertain to all HUD-assisted housing and require that all owners, prospective owners, treatment and precautions that should be taken when dealing with lead-based paint and explain the symptoms, treatment and precautions that should be taken when dealing with lead-based paint poisoning and the advisability and availability of blood lead level screening for children under seven. The notice should also point out that if lead-based paint is found on the property, abatement measures may be undertaken.

D. Historic Preservation

The Subrecipient agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 U.S.C 470) and the procedures set forth in 36 CFR, Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement.

In general, this requires concurrence from the State Historic Preservation Officer for all rehabilitation and demolition of historic properties that are fifty years old or older or that are included on a Federal, state, or local historic property list.

XVI. SEVERABILITY

If any provision of this agreement is held invalid, the remainder of the agreement shall not be affected thereby and all other parts of this agreement shall nevertheless be in full force and effect.

IN WITNESS WHEREOF, the Parties have executed this agreement as of the date first written above.

FOR SUBRECIPIENT:

FOR GRANTEE:

By: \_\_\_\_\_  
Brooks Bass

By: \_\_\_\_\_  
L. M. "Matt" Sebesta, Jr.

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

Title: County Judge \_\_\_\_\_

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

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





## City Council Agenda Item # 11

**Title:** Consideration of and action on a Resolution No. 2021-2711, a Resolution adopting the temporary property tax exemption for qualified property damage by disaster.

**Date:** October 18, 2021

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends approval of the resolution.

**Item Summary:**

This temporary property tax exemption for qualified property damage due to Hurricane Nicholas. Property owners in City of Freeport may qualify for an exemption from taxation by the City of Freeport on a portion of the appraised value of qualified property if at least fifteen percent (15%) of the property is damaged by Hurricane Nicholas.

**Background Information:**

The Texas Tax Code Section 11.35 Temporary Exemption of Qualified Property Damaged by Disaster allows the governing body to adopt a temporary exemption of property taxes on properties where the damage at least fifteen percent (15%) is damaged. The City of Freeport adopted its tax rate before September 13<sup>th</sup>. Therefore, in the City would need to adopt this exemption by November 12<sup>th</sup> to allow for this exemption. The exemption only allowed in an area where the Governor has declared a disaster area.

**Special Considerations:**

If the Resolution is not passed the exemption will not be applied.

**Financial Impact:**

There will be a slight decrease in property tax revenue received.

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

N/A

**Supporting Documentation:**

Letter from the Brazoria County Appraisal District  
Resolution



**THE BRAZORIA COUNTY APPRAISAL**

500 N CHENANGO ST  
ANGLETON TX 77515-4650

TEL. (979) 849-7792  
FAX (979) 849-7984  
<http://www.brazoriacad.org>

September 16<sup>th</sup> 2021

**RE: Hurricane Nicholas September 13<sup>th</sup> Governor Disaster Declaration – Tax Code  
11.35 Temporary Exemption for Qualified Property Damaged by Disaster**

Dear Local Governing Bodies:

Governor Abbott declared Brazoria County to be in a disaster area due to Hurricane Nicholas on September 13<sup>th</sup> 2021. Property owners in Brazoria County may qualify for an exemption from taxation by a taxing unit of a portion of the appraised value of qualified property if the damage is at least 15% damaged by the disaster. A property owner must apply for the temporary exemption no later than 105 days after the governor declares a disaster area.

If your taxing unit adopted the 2021 tax rate on or before September 13<sup>th</sup>, the governing body of the taxing unit needs to adopt the exemption 60 days after the date the governor first declares a disaster area (November 12<sup>th</sup> 2021). If the exemption is not adopted, the exemption will not be applied to a qualifying property.

Any taxing unit that did not adopt a tax rate on or before the date of the disaster; does not need to authorize/adopt the exemption because it will be granted automatically if the property qualifies.

Enclosed is a copy of Texas Tax Code Sec. 11.35 Temporary Exemption for Qualified Property Damaged by Disaster for your information.

If you have any questions regarding this matter, please contact our office at 979-849-7792.

Sincerely,

Al Baird  
Chief Appraiser  
Enclosure

# Texas Tax Code

## Sec. 11.35

### Temporary Exemption for Qualified Property Damaged by Disaster

(a) In this section, "qualified property" means property that:

(1) consists of:

(A) tangible personal property used for the production of income;

(B) an improvement to real property; or

(C) a manufactured home as that term is defined by Section 1201.003 (Definitions), Occupations Code, that is used as a dwelling, regardless of whether the owner of the manufactured home elects to treat the manufactured home as real property under Section 1201.2055 (Election by Owner), Occupations Code;

(2) is located in an area declared by the governor to be a disaster area following a disaster;

(3) is at least 15 percent damaged by the disaster, as determined by the chief appraiser under this section; and

(4) for property described by Subdivision (1)(A), is the subject of a rendition statement or property report filed by the property owner under Section 22.01 (Rendition Generally) that demonstrates that the property had taxable situs in the disaster area for the tax year in which the disaster occurred.

(b) A person is entitled to an exemption from taxation by a taxing unit of a portion of the appraised value of qualified property that the person owns in an amount determined under Subsection (h).

(c) Notwithstanding Subsection (b), if the governor first declares territory in a taxing unit to be a disaster area as a result of a disaster on or after the date a taxing unit adopts a tax rate for the tax year in which the declaration is issued, a person is not entitled to the exemption for that tax year unless the governing body of the taxing unit adopts the exemption in the manner provided by law for official action by the body.

(d) An exemption adopted by the governing body of a taxing unit under Subsection (c) must:

(1) specify the disaster to which the exemption pertains; and

(2) be adopted not later than the 60th day after the date the governor first declares territory in the taxing unit to be a disaster area as a result of the disaster.

(e) A taxing unit the governing body of which adopts an exemption under Subsection (c) shall, not later than the seventh day after the date the governing body adopts the exemption, notify the chief appraiser of each appraisal district in which the taxing unit participates, the assessor for the taxing unit, and the comptroller of the adoption of the exemption.

(f) On receipt of an application for the exemption authorized by this section, the chief appraiser shall determine whether any item of qualified property that is the subject of the application is at least 15 percent damaged by the disaster and assign to each such item of qualified property a damage assessment rating of Level I, Level II, Level III, or Level IV, as appropriate, as provided by Subsection (g). In determining the appropriate damage assessment rating, the chief appraiser may rely on information provided by a county emergency management authority, the Federal Emergency Management Agency, or any other source the chief appraiser considers appropriate.

(g) The chief appraiser shall assign to an item of qualified property:

(1) a Level I damage assessment rating if the property is at least 15 percent, but less than 30 percent, damaged, meaning that the property suffered minimal damage and may continue to be used as intended;

(2) a Level II damage assessment rating if the property is at least 30 percent, but less than 60 percent, damaged, which, for qualified property described by Subsection (a)(1)(B) or (C), means that the

*property has suffered only nonstructural damage, including nonstructural damage to the roof, walls, foundation, or mechanical components, and the waterline, if any, is less than 18 inches above the floor;*  
*(3) a Level III damage assessment rating if the property is at least 60 percent damaged but is not a total loss, which, for qualified property described by Subsection (a)(1)(B) or (C), means that the property has suffered significant structural damage requiring extensive repair due to the failure or partial failure of structural elements, wall elements, or the foundation, or the waterline is at least 18 inches above the floor; or*

*(4) a Level IV damage assessment rating if the property is a total loss, meaning that repair of the property is not feasible.*

*(h) Subject to Subsection (i), the amount of the exemption authorized by this section for an item of qualified property is determined by multiplying the appraised value, determined for the tax year in which the disaster occurred, of the property by:*

*(1) 15 percent, if the property is assigned a Level I damage assessment rating;*

*(2) 30 percent, if the property is assigned a Level II damage assessment rating;*

*(3) 60 percent, if the property is assigned a Level III damage assessment rating; or*

*(4) 100 percent, if the property is assigned a Level IV damage assessment rating.*

*(i) If a person qualifies for the exemption authorized by this section after the beginning of the tax year, the amount of the exemption is calculated by multiplying the amount determined under Subsection (h) by a fraction, the denominator of which is 365 and the numerator of which is the number of days remaining in the tax year after the day on which the governor first declares the area in which the person's qualified property is located to be a disaster area, including the day on which the governor makes the declaration.*

*(j) If a person qualifies for the exemption authorized by this section after the amount of the tax due on the qualified property is calculated and the effect of the qualification is to reduce the amount of the tax due on the property, the assessor for each applicable taxing unit shall recalculate the amount of the tax due on the property and correct the tax roll. If the tax bill has been mailed and the tax on the property has not been paid, the assessor shall mail a corrected tax bill to the person in whose name the property is listed on the tax roll or to the person's authorized agent. If the tax on the property has been paid, the tax collector for the taxing unit shall refund to the person who paid the tax the amount by which the payment exceeded the tax due. No interest is due on an amount refunded under this subsection.*

*(k) The exemption authorized by this section expires as to an item of qualified property on January 1 of the first tax year in which the property is reappraised under Section 25.18 (Periodic Reappraisals).*

**RESOLUTION NO. 2021-2711**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS ADOPTING AN EXEMPTION FROM TAXATION BY THE CITY OF FREEPORT OF A PORTION OF THE APPRAISED VALUE OF QUALIFIED PROPERTY DAMAGED AT LEAST 15% BY HURRICANE NICHOLAS; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.**

**WHEREAS**, the City Council of the City of Freeport, Texas ("City") is a Home Rule municipality with taxing authority to impose property tax on real property contained within the City; and

**WHEREAS**, Governor Abbot declared Brazoria County to be in a disaster area due to Hurricane Nicholas; and

**WHEREAS**, the City is authorized under Texas Tax Code Section 11.35 to exempt, and desires to exempt from taxation a portion of the appraised value of qualified property if at least 15% of the property is damaged by the Hurricane Nicholas; and

**WHEREAS**, under state law, any individual property owner that seeks the above exemption, must apply for this temporary exemption no later than 105 days after the disaster declaration of September 13, 2021. Said application must be made to the Brazoria County Appraisal District.

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

**SECTION 1.** Pursuant to the provisions of Texas Tax Code 11.35, the City of Freeport hereby adopts the temporary tax exemption set forth therein, for the benefit of property owners damaged by Hurricane Nicholas.

**SECTION 2. EFFECTIVE DATE.** This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

**SECTION 3. PROPER NOTICE AND MEETING.** It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, 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 the \_\_\_\_\_ day of October, 2021.

---

Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST:

---

Betty Wells, City Clerk  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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Christopher Duncan, City Attorney  
City of Freeport, Texas



## City Council Agenda Item # 12

**Title:** Consider approving Task Authorization # 20 for Freese & Nichols to provide engineering services for CDBG grant for the sewer line replacement project.

**Date:** October 18, 2021

**From:** Cathy Ezell, Finance Director

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**Staff Recommendation:**

Staff recommends approving Task Authorization # 20 to provide engineering services for the CDBG Grant sewer line replacement project.

**Item Summary:**

The CDBG Grant funds will replace approximately 1,800 linear feet of 10" PVC sanitary sewer by pipe bursting and rehabilitation 6 brick/concrete manholes along Avenue H from Yellowstone to Sweeny Road.

**Background Information:**

The City applied for the CDBG Grant in the amount of \$260,000 in March 2021. These funds will continue the sewer line replacement in the City to help with inflow and infiltration.

**Special Considerations:** N/A

**Financial Impact:**

The City is required to pay for the engineering cost of \$42,375.00.

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

**Supporting Documentation:**

Task Authorization



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A  
TASK AUTHORIZATION #20

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

FNI PROJECT   PROJECT/PHASE/TASK    
DATE: 10/12/2021

This authorization is in accordance with the terms and conditions outlined in the Extended Master Agreement executed on June 21, 2021 and expires on June 30, 2022.

**Project Name:** Avenue G and H Sanitary Sewer Line and Manhole Rehab

**Description of Services:** Services are described in Attachment B.

**Deliverables:** 60% Design, 90% Design and 100% Design submittals.

**Schedule:** 60% Design documents to be provided 40 days after Notice to Proceed. 90% Design documents to be provided 20 days after receipt of City comments on 60% submittal. 100% Design documents to be provided 15 days after receipt of City comments on 90% submittal.

**Compensation shall be:** FNI shall perform the proposed scope of services based on Terms and Conditions and Rates set in the Master Agreement. FNI proposes to complete the design, bid, and construction phase services for a lump sum fee of \$35,528. The budget for As-Needed hourly basis for Additional Construction Phase services is \$5,960. The budget for miscellaneous expenses is \$887. Total budget for the project is \$42,375.

*All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.*

**FREESE AND NICHOLS, INC.**

**CITY OF FREEPORT, TEXAS**

BY: 

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

Mehran (Ron) Bavarian, PE  
Print Name

\_\_\_\_\_  
Print Name

TITLE: Associate

TITLE: \_\_\_\_\_

DATE: 10-12-21

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



**City of Freeport**  
**Avenue G and H Sanitary Sewer Line and Manhole Rehab**  
**Task Order # 20**

**SCOPE OF SERVICES**

**Project Understanding:**

Freese and Nichols, Inc. (FNI) will provide design, bid, and construction phase services for the replacement of 1,800 LF of 10-inch Sanitary Sewer Line and Manhole Rehabilitation for the City of Freeport (City).

This scope includes the coordination with the grant administrator for following the CDBG requirements.

**ARTICLE I**

**TASK A: FINAL DESIGN**

1. Project Management - FNI will provide overall project management of team members, quality control/quality assurance, and monthly reporting. FNI will perform one (1) site visit to verify site conditions. FNI will review available as-built plans to incorporate into the design.
2. Sanitary Sewer Line and Manhole Rehabilitation Design - FNI will prepare drawings, specifications, construction contract documents, designs, and layouts of improvements to be constructed. The project will include a specification set that includes mapping and details as required to complete the project as an appendix to the specifications. No separate plan set will be prepared. Prepare bidder's proposal forms (project quantities) of the improvements to be constructed.
3. Prepare Opinion of Probable Construction cost at each design deliverable.
4. FNI will provide one bid package for the sanitary sewer line and manhole rehabilitation. Deliverables will be provided at 60% and 90% for review and 100% to issue for bids.
5. Furnish City three (3) sets of printed copies and one (1) electronic copy (.pdf format) of drawings, specifications, and bid proposals marked "Preliminary" for approval by City, for each design submittal as described above. Upon final approval by City, FNI will provide City one (1) set of reproducible "Final" drawings and one (1) loose set of specifications for reproduction by City.

**TASK B: BID PHASE**

Upon completion of the design services and approval of "Final" drawings and specifications by City, FNI shall provide professional services in this phase as follows:

1. **Assist in Securing Bids**  
Assist City in securing bids. Provide a Notice to Bidders to the City to use in notifying construction news publications and publishing appropriate legal notice. The cost for publications shall be paid by City.

2. **Provide Bid Documents**  
Provide Bid Documents in electronic format (pdf) for the City to utilize their electronic bid document distribution system. Post bid documents on CivCast for prospective bidders to download plans and submit questions.
3. **Respond to bidder questions**  
Assist City by responding to questions and interpreting bid documents. Prepare and issue addenda to the bid documents to plan holders if necessary.
4. **Pre-Bid Conference**  
Conduct a pre-bid conference for the construction projects and coordinate responses with City. Response to the pre-bid conference will be in the form of addenda issued after the conference.
5. **Review Bids and Recommend Award**  
Assist the City in the opening, tabulating, and analyzing the bids received. Review the qualification information provided by the apparent low bidder to determine if, based on the information available, they appear to be qualified to construct the project. Recommend award of contract or other actions as appropriate to be taken by City. Pre-qualification of all prospective bidders and issuing a list of eligible bidders prior to the bid opening is an additional service. City will handle award of contract.
6. **Prepare Contract Documents**  
Upon award of contract by the Council, assist City in the preparation of Construction Contract Documents for construction contract. Provide three (3) sets of Construction Contract Documents which include information from the apparent low bidder's bid documents, legal documents, and addenda bound in the documents for execution by the City and construction contractor. Distribute three (3) copies of these documents to the contractor with a notice of award that includes directions for the execution of these documents by the construction contractor. Additional sets of documents can be provided as an additional service.

#### **TASK C: CONSTRUCTION PHASE**

Upon completion of the bid phase services, FNI will proceed with the performance of construction phase administration services as described below. FNI will endeavor to protect City in providing these services however, it is understood that FNI does not guarantee the Contractor's performance, nor is FNI responsible for supervision of the Contractor's operation and employees. FNI shall not be responsible for the means, methods, techniques, sequences or procedures of construction selected by the Contractor, or any safety precautions and programs relating in any way to the condition of the premises, the work of the Contractor or any Subcontractor. FNI shall not be responsible for the acts or omissions of any person (except its own employees or agents) at the Project site or otherwise performing any of the work of the Project.

1. **Pre-Construction Meeting**  
Attend pre-construction meeting to provide information and answer questions. FNI will provide and distribute five (5) copies of Conformed Plans and project Manual to Contractor, City, and Material Testing firm.
2. **Review Submittals and RFIs**  
Review and comment on Construction's submittals, RFIs, RCOs including coordination with City on Change Directives and Change Orders.

3. **Review Pay Applications**  
Review and approve monthly pay applications and coordinate with City for payment.
4. **Interpret Documents**  
Provide interpretive guidance for Contractor and City in resolution of problems.
5. **Site Visits**  
City will provide daily site visits and inspections. FNI will perform occasional site visits (up to 3) during construction to verify the contractor is in compliance with the general contract documents and project is progressing according to schedule and to discuss issues during construction.
6. **Substantial & Final Completion Inspections**  
Coordinate with City and Contractor to review progress of work for the Substantial Completion inspection and preparation of the Punch List. Coordinate on completion of Punch List items. Conduct Final Completion inspection. Issue both Certificate of Substantial Completion and Final Acceptance.
7. **Final Payment**  
Upon completion of the Final Completion inspection, issue letter to City recommending acceptance and release of final payment.
8. **Record Drawings**  
Provide Record Drawings from Contractor's As-Builts in electronic format (CD) and hard copy (1 copy)

**TASK D: ADDITIONAL INSPECTION AND ENG. SERVICES DURING CONSTRUCTION**

A budget is proposed for as-needed field meetings and follow ups by FNI staff if City see it necessary for FNI to attend a field meeting to investigate, coordinate, and assist in resolution of any unforeseen field condition which may warrant changes to construction documents. This service will be provided, as authorized by the City. FNI will not exceed this budget without prior approval of the City.

**TASK E: MISCELLANEOUS PROJECT EXPENSES**

FNI is proposing a Not-to-Exceed budget for travel mileage to project site, reproductions, and deliveries.

**Summary of Meetings & Presentations**

1. Pre-Bid Meeting
2. City Council Meeting for Construction Award
3. Pre-Construction Meeting
4. Substantial Completion Walkthrough

**Summary of Deliverables**

1. 60% Design
2. 90% Design
3. 100% Design

**Summary of Schedule**

FNI is authorized to commence work on the Project upon execution of this Agreement and agrees to complete the services as follows:

1. 60% Design - 40 Days after Notice to Proceed
2. 90% Design - 20 Days after receiving City Comments on 60% Design
3. 100% Design -15 Days after receiving City Comments on 90% Design

If FNI’s services are delayed through no fault of FNI, FNI shall be entitled to adjust contract schedule consistent with the number of days of delay. These delays may include but are not limited to delays in City or regulatory reviews, delays on the flow of information to be provided to FNI, governmental approvals, etc. These delays may result in an adjustment to compensation.

**Summary of Fee**

FNI shall perform the proposed scope of services based on Terms and Conditions and Rates set in the Master Agreement. FNI proposes to complete the design, bid, and construction phase services for a lump sum fee of \$35,528. The budget for As-Needed hourly basis for Additional Construction Phase services is \$5,960. The budget for miscellaneous expenses is \$887. Total budget for the project is \$42,375. A breakdown of the fees by tasks is as follows:

City of Freeport Avenue G and H Sanitary Sewer Line and Manhole Rehab Summary of Fee by Task	
TASK A: FINAL DESIGN (LS)	\$17,479
TASK B: BID PHASE (LS)	\$6,969
TASK C: CONSTRUCTION PHASE (LS)	\$11,080
TASK D: ADDITIONAL INSPECTION AND ENG. SERVICES DURING CONST (As-Needed)	\$5,960
TASK E: MISC. PROJECT EXPENSES (As-Needed)	\$887
<b>Project Total</b>	<b>\$42,375</b>



City of Freeport Avenue G and H Sanitary Sewer Line and Manhole Rehab 10/12/2021		Project Fee Summary	
Basic Services			42,375
Special Services			
<b>Total Project</b>			<b>42,375</b>

Detailed Cost Breakdown

Phase	Task	Special	Task Description	Expenses										Total Expense Effort						
				Tech Charge	Miles	Meals	Hotel	B&W (sheet)	Color (sheet)	Binding (each)	Lg Format - Bond - B&W (sq. ft.)	Lg Format - Glossy/Mylar - B&W (sq. ft.)	Other							
A	Final Design		Project Management																	
	General PM		Grant Coordination																	
	Site Visit (1)		GAQC																	
	80% Deliverable		Prepare Specifications																	
			Prepare Details and Map																	
			Review Meeting																	
			Finalize Documents																	
			Deliverables																	
			80% Deliverable																	
			Prepare Specifications																	
			Prepare Details and Map																	
			Review Meeting																	
			Finalize Documents																	
			Deliverables																	
			100% Deliverable																	
			Prepare Specifications																	
			Prepare Details and Map																	
			Review Meeting																	
			Finalize Documents																	
			Deliverables																	
B	Bid Phase		Grant Coordination																	
			Assist Owner in securing bids																	
			List project on CIVICAST																	
			Respond to Questions																	
			Conduct Pre-Bid Conference																	
			Analyze bids, prepare bid tabs																	
			Prepare Construction Contract Documents																	
			Furnish Confirmed Construction Documents																	
C	Construction Phase		Grant Coordination																	
			Pre-Construction Conference																	
			Monthly Reporting																	
			Review Submittals, RFIs, and Schedules																	
			Review Pay Requests																	
			Site Visits (3)																	
			Review Change Requests																	
			Final Walkthrough																	
D	Additional Inspection and Eng. Services During Construction																			
E	Misc. Project Expenses				800					4,599										
<b>Total Hours/Quantity</b>					800															
<b>Total Effort:</b>				\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	\$	
<b>Total Effort:</b>				\$	448					4,305										887
<b>Total Effort:</b>				\$	448					4,339										887



## City Council Agenda Item # 13 & 14

**Title:** Consideration and possible action approving Ordinance No. 2021-2640 for the regulations of the Short-Term Rentals, and Resolution No. 2021-2712 for the amendment of the Master Fee Schedule.

**Date:** October 18, 2021

**From:** Tim Kelty, City Manager

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**Staff Recommendation:**

Staff recommends approval of this ordinance

**Item Summary:**

This ordinance establishes regulations for Residential Short-Term Rentals.

The Ordinance requires that all residential short residential short-term rentals be registered and permitted. It establishes regulations on the number of occupants, use, noise, trash, and parking. It also requires that an owner of each property must designate a local responsible individual who shall be available in the case of a potential violation arises, and respond in person within one hour if called.

**Background Information:**

A few months ago, a number of residents from the Bridge Harbor area complained to City Council about nuisances that were resulting from the growing number of residential short-term rentals. They complained about excessive noise after hours, trash, over-crowded parties, and cars parking wherever they could find a parking space. Council requested staff to develop regulations that would provide the city a clearer ability to address these issues. The proposed ordinance does that.

**Special Considerations:**

If adopted, this ordinance would require all residential short-term rentals to apply for and receive a permit for that use of their property. Permits would be valid for 1 year, and may be renewed annually following an inspection. Staff is proposing a new permit application fee of \$75 and a renewal fee of \$30 in the Resolution to amend the Master Fee Schedule.

**Financial Impact:**

None. The cost of implementing the policy should be offset by the permit fees.

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

N/A

**Supporting Documentation: Ordinance & Resolution**



**ORDINANCE NO. 2021-2640**

**AN ORDINANCE ADOPTING A NEW CHAPTER 124, " SHORT-TERM RENTAL FACILITIES" CONTAINED IN TITLE 11 "BUSINESS REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS, TO PROVIDE FOR THE LICENSING AND REGULATION OF SHORT-TERM RENTAL FACILITIES; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW.**

**WHEREAS**, the City Council of the City of Freeport, Texas, has determined that the adoption of this ordinance is necessary to the health, safety, and general welfare of the inhabitants of said City and the members of the general public; and

**WHEREAS**, the City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

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

**Section 1**, the findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

**Section 2**, That Chapter 124 "Short-term Rental Facilities" in Title 11 " Business Regulations" of the Code of Ordinances of the City of Freeport, Texas, is hereby adopted to read as follows:

**CHAPTER 124 – SHORT-TERM RENTAL FACILITIES**

**Sec 124.01 Title**

This Chapter of the Code of the City of Freeport, Texas is hereby designated and shall be known and referred to as the "Short-term Rental Facilities" Chapter of the City Code of Ordinances.

**Section 124.02 Purpose**

The purpose of the regulations set forth in this article is to provide a procedure to allow the rental of private residences to visitors on a short-term basis, while ensuring that such rental use does not create adverse impacts to residential neighborhoods due to excessive traffic, noise, and density. Additionally, this section is intended to ensure that the number of occupants within such rental units does not exceed the design capacity of the structure to cause health and safety concerns; to prevent excessive burden on wastewater treatment infrastructure and other public infrastructure due to added density, and that minimum health and safety standards are maintained in such units to protect visitors and residents from unsafe or unsanitary conditions.

### **Section 124.03 Applicability**

The provisions of this Chapter shall apply to all existing and future residential properties, both primary and accessory structures, and any portions thereof.

### **Sec. 124.04 Definitions**

*Administrator* means the City Manager or the person or department designated by the City Manager to enforce and administer this Chapter.

*Advertise* means the act of drawing the public's attention to a short-tenant rental in order to promote the availability of the residence for use as a short-term rental. Said advertising may be found in any medium, including but not limited to, newspaper, magazine, brochure, website, or mobile application.

*Bedroom* means the living area(s) of the dwelling unit that is designed and furnished for sleeping and which has proper egress as required by the International Residential Code.

*Booking Service* means any reservation and/or payment service provided by a person or entity that facilitates a short-term rental transaction between an Owner and a prospective Occupant, and for which the person or entity collects or receives, directly or indirectly through an agent or intermediary, a fee in connection with the reservation and/or payment services provided for the short-term rental transaction.

*Hosting Platform* means a person or entity that participates in the short-term rental business by providing, and collecting or receiving a fee for, Booking Services through which an Owner may offer premises for an occupant on a short-term basis. Hosting Platforms usually, though not necessarily, provide Booking Services through an online platform that allows an Owner to advertise the premises through a website provided by the Hosting Platform and the Hosting Platform conducts a transaction by which potential occupants arrange their use and their payment, whether the would-be occupant pays rent directly to the Owner or to the Hosting Platform.

**Occupant** means any individual person living, sleeping or possessing a building, or portion thereof. A person is not required to be paying rent, providing in-kind services, or named in any lease, contract or other legal document to be considered an occupant.

*Owner* means any person, agent, operator, firm, trust, corporation, partnership, or any other legal entity who has a legal or equitable interest in the property; or who is recorded in the official records of the county as holding title to the property; or who otherwise has control of the property, including the guardian of the estate of any such person, and the executor of the estate of such person if ordered to take possession of real property by a court.

*Premises* means property, a lot, plot or parcel of land, including any structures or portions of structures thereon.

Short-term rental (STR) means a residential premise, or portion thereof, used for lodging accommodations to occupants for a period of less than thirty (30) consecutive days.

**Section 124.05 Unpermitted short-term rentals prohibited**

A. It shall be unlawful for any owner or person to rent, lease, advertise, or otherwise permit or allow any residential premises to be operated or used as an unpermitted Short-term Rental.

**Section 124.06 Requirements for hosting platforms**

A. All Hosting Platforms shall provide the following information in a notice to any owner listing a Short-term Rental located within the City of Freeport through the Hosting Platform's service. The notice shall be provided prior to the owner listing the premises and shall include the following information: THE "SHORT-TERM RENTAL" CHAPTER OF THE CITY OF FREEPORT CODE OF ORDINANCES PROHIBITS THE SHORT-TERM RENTAL OF RESIDENTIAL PREMISES WITHIN THE CITY OF FREEPORT WITHOUT AN ACTIVE SHORT-TERM RENTAL PERMIT.

B. Notwithstanding any other provision of this Chapter, nothing shall relieve any owner person, occupant or Hosting Platform of the obligations imposed by the applicable provisions of state law and the City of Freeport Code of Ordinances, including but not limited to, those obligations imposed by the Tax Code. Further, nothing in this Chapter shall be construed to limit any remedies available under the applicable provisions of state law and the City of Freeport Code of Ordinances

**Section 124.07 Short-term rental permit required**

An owner who desires to use its premises as a short-term rental must have a valid, active short-term rental permit from the city prior to using, allowing the use of, or advertising the use of said premises as a short-term rental. Upon application to the City, a short-term rental permit shall be approved by the Administrator, if the application satisfies all the conditions of this Chapter. The Administrator may place reasonable conditions on a short-term rental permit to ensure compliance with the provisions of this Chapter.

**Section 124.08 Expiration of permit; renewals**

A short-term rental permit shall expire on the last day of the month one year after the date of issuance. No short-term rental permit may be renewed without a completed renewal application submitted by the owner and payment of the renewal fee. If the renewal application satisfies all the conditions of this Chapter and all other applicable City Code provisions, including any adopted building and maintenance codes, an application for the renewal of a short-term rental permit shall be approved by the Administrator. The Administrator may place reasonable conditions on a short-term rental renewal permit to ensure compliance with the provisions of this Chapter.

**Section 124.09 Requirements of application.**

Except as provided in this Section, every complete application for a short-term rental permit shall include the following information with such detail and in a form approved by the Administrator.

1. The name, address, contact information and authenticated signature for the owner of the premises;
2. The name, address and contact information of the operator, agent if any, and designated local responsible party as required in Section 124.10;
3. A plot plan of the premises identifying the location of parking spaces to be used in conjunction with the short-term rental;
4. A dimensioned floor plan of the proposed short-term rental identifying bedrooms, other living spaces and emergency evacuation routes;
5. Proof of insurance as required in Section 124.11;
6. The name and contact information for the property owner's association, if any, of which the premises is covered by the dedicatory instruments;
7. A copy of the proposed host rules for the short-term rental; and
8. Such certifications deemed necessary and proper to ensure compliance with this Chapter.
9. A permit application fee.

B. An application for a short-term renewal permit may be filed beginning thirty (30) days prior to expiration of a current permit. Every complete application for a short-term rental renewal permit shall include updates, if any, to the information contained in the original permit application or any subsequent renewals. The permit holder shall sign a statement affirming that there is either no change to such information, or that any updated information is accurate and complete. The Administrator may require such certifications deemed necessary and proper to ensure continuing compliance with this Chapter.

C. An application for a short-term rental renewal permit submitted after the expiration of the most immediate permit for the premises shall be treated as an application for a new permit as described in subsection A of this Section.

D. If a complete application for a short-term renewal permit is submitted less than thirty (30) days prior to expiration of the current permit, the Administrator in his or her sole discretion may grant a one-time extension of the current permit not to exceed ten (10) days.

#### **Section 124.10 Designation of local responsible party required**

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must reside in Brazoria County, Texas and be available to be reached in person or by phone on a 24 hour basis, 365 days of the year. If called, a local responsible party must be able to and shall be present at the premises within one (1) hour of call from Administrator, or his designee. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this chapter.

#### **Section 124.11 Proof of insurance required**

It shall be unlawful for the owner of premises operating as a short-term rental to operate without host protection or other liability insurance commensurate with the operations of the short-term

rental that provides coverage of up to \$1 million per occurrence. A certificate of insurance must be on file with the Administrator. Proof of insurance shall be required at the time of application and notice of cancelation of insurance must be made to the Administrator within 30 days.

**Section 124.12 Inspection required**

No permit or renewal permit shall be approved for a short-term rental until the City has inspected the premises and found the premises to be in compliance with minimum health and safety requirements for use and occupancy. If a premises fails to pass an inspection, a reinspection fee may be charged for each subsequent inspection in accordance with the fee established by resolution.

**Section 124.13 Permit fees**

A fee established by resolution of the City Council will be charged to reimburse the City for all costs associated with the administration of this chapter.

**Section 124.14 Hotel occupancy taxes; Request for occupancy history**

It shall be unlawful for an owner of premises used for a short-term rental to fail to pay hotel occupancy taxes required under State law and the City of Freeport Code of Ordinances. Upon request of the Administrator, the owner of a premises used as a short-term rental shall remit, within 30 days, an accounting of all occupants who rented the premises and the hotel occupancy taxes paid therefor. It shall be unlawful for a person to fail to provide said information requested in a timely manner.

**Section 124.15 Short-term rental permit nontransferable**

A short-term rental permit is non-transferable and shall not be assigned nor transferred to another person or entity. Any attempt to transfer a permit or attempt to use another person's permit may be grounds for revocation of said permit.

**Section 124.16 Restrictions on number of occupants**

A. It shall be unlawful for an owner or person to rent, allow, provide, or advertise for more than two (2) persons per bedroom, plus two (2) additional persons, when using the premises as a short-term rental.

B. Regardless of the number of bedrooms at the premises, it shall be unlawful:

I. For more than twelve (12) persons (including children), to occupy a short-term rental at any one time; or

2. For the owner or operator to allow, suffer or permit the number of occupants living, sleeping within or possessing a short-term rental to exceed the maximum occupancy shown on the short-term rental permit or renewal permit.

C. A visual inspection of more than twelve (12) persons by a city employee at the premises is prima facie evidence of and shall be probable cause to issue a citation for a violation of this section.

**Section 124.17 Minimum stay required.**

It shall be unlawful for an owner to rent or lease a short-term rental for a period of less than 24 hours.

**Section 124.18 Physical conversion of premises prohibited**

A. It shall be unlawful for an owner or person to convert a garage to living space, remodel, renovate, enlarge or otherwise modify premises to add additional bedrooms for use as a Short-term Rental.

B. It shall be unlawful for an owner or person to pave or otherwise cover pervious soil to create additional on-premise parking without prior approval from the City of Freeport.

**Section 124.19 Sound equipment restrictions**

It shall be unlawful for an owner or occupant of a short-term rental to use or allow the use of amplified sound equipment that produces sound audible beyond the property line of the premises between the hours of 10:00 p.m. and 9:00 a.m.

**Section 124.20 Trash pickup requirements**

It shall be unlawful for an owner or occupant to place, or allow to be placed, trash on the premises before 7:00 PM the evening prior to scheduled pickup or on a day not scheduled for pickup by the City or its authorized solid waste transportation vendor.

**Section 124.21 Advertising, promoting or allowing of special events prohibited**

A. It shall be unlawful for an owner or occupant to advertise or promote a special event, or allow the advertising and promotion of a special event (e.g. banquet, wedding, reception, reunion, bachelor or bachelorette party, concert, or any similar activity that would assemble large numbers of invitees) to be held on the premises.

B. It shall be unlawful for an owner or occupant to allow, suffer or permit a banquet hall or special event as described to be held on the premises.

**Section 124.22 Notice to occupants of short-term rentals**

An owner or person operating a short-term rental shall provide a notice of instructions (also known as "host rules") to occupants staying at the premises in a form developed by the Administrator. The notice shall instruct the occupants as to all applicable city regulations pertaining to short-term rentals. These include, but are not limited to, occupancy restrictions, limits on parking, trash pickup, prohibitions on special events, limits on amplified sound, and curfew times.

**Section 124.23 Permit to be displayed.**

A copy of the approved short-term rental permit shall be posted at a conspicuous location inside the front entrance(s) to the short-term rental.

**Section 124.24 Use of assigned permit number required**

It shall be unlawful for an owner or person to advertise a short-term rental in any medium, including but not limited to newspaper, magazine, brochure, website, or mobile application without including the current permit number assigned by the Administrator.

**Section 124.25 Use of unauthorized permit number prohibited**

It shall be unlawful for an owner or person to use, advertise or promote or allow the use, advertisement or promotion of a short-term rental using a permit number not assigned to the owner or person, or to a different address, or to a different dwelling unit.

**ADMINISTRATIVE PROCEDURES**

**Section 124.26 Revocation of permit**

A. Grounds. Any permit issued hereunder may be revoked by the Administrator if the permit holder has:

- (1) received more than two citations for violations of this chapter or any other provision of this Code of Ordinances within the preceding 12-month time period; or
- (2) failed or refused to comply with an express condition of the permit and remains in non-compliance ten (10) days after being notified in writing of such non-compliance; or
- (3) knowingly made a false statement in the application; or
- (4) otherwise become disqualified for the issuance of a permit under the terms of this Article.

B. Notice. Notice of the revocation shall be given to the permit holder in writing, with the reasons for the revocation specified in the notice, served either by personal service or by certified United States mail to their last known address. The revocation shall become effective the day following personal service or if mailed, three (3) days from the date of mailing.

C. Appeal; hearing. The permit holder shall have ten (10) days from the date of such revocation in which to file notice with the Administrator of their appeal from the order revoking said permit. The Administrator shall provide for a hearing on the appeal in accordance with the provisions of this Article.

D. One-Year Waiting Period. In the event an owner's short-term rental permit is revoked by the Administrator, no second or additional permit shall be issued for a short-term rental on the premises for one year of the date such permit was revoked.

**Section 124.27 Administrative appeals of denial or revocation of permit.**

A. Upon denial or revocation of a permit, the Administrator, shall notify the applicant or permit holder, in writing, of the reason for which the permit is subject to denial or revocation. To contest the denial or revocation of a permit, the applicant or permit holder shall file a written request for a hearing with the Administrator within ten (10) days following service of such notice. If no written request for hearing is filed within ten (10) days, the denial or revocation is sustained.

B. The appeal shall be conducted within twenty (20) days of the date on which the notice of appeal was filed with the Administrator.

C. The hearings provided for in this Section shall be conducted by the Administrator or a designated hearing officer at a time and place designated by the Administrator or the hearing officer. Based upon the evidence of such hearing, the Administrator or the designated hearing officer shall sustain, modify or rescind any notice or order considered at the hearing. A written

report of the hearing decision shall be furnished to the applicant or permit holder requesting the hearing.

D. After such hearing, an applicant or permit holder whose permit was denied or revoked by the Administrator may appeal to the City Council or board designated by the City Council to hear such appeals.

E. An appeal shall not stay the denial or suspension of the permit unless otherwise directed by the Administrator.

**Section 124.28 Appeals of Administrator decision**

A. All appeals must be made in writing and received no less than ten (10) days after any final decision made by the Administrator or the designated hearing officer in accordance with above.

B. The City shall schedule the appeal hearing within twenty (20) days from receipt of the appellant or permit holder's appeal request

C. If the City Council or designated board finds by a preponderance of the evidence that the denial or revocation of the permit was necessary to protect the health, safety, or welfare of the general public, the City Appeal Officer shall affirm the denial or revocation of appellant's application or permit.

D. The City Appeal Officer may consider any or all of the following factors when reaching a decision on the merits of the appeal:

1. The number of violations, convictions, or liability findings;
2. The number of previous permit revocations;
3. The number of repeat violations at the same location;
4. The degree to which previous violations endangered the public health, safety or welfare; and
5. Any pending action or investigation by another agency.

E. After the hearing, the City Council or designated board shall issue a written order. The order shall be provided to the appellant by personal service or by certified mail, return receipt requested.

F. The City Council or designated board may affirm or reverse the denial or revocation of the permit. If affirmed, the order issued must state that the appellant is not eligible to receive a new permit for a short-term rental on the premises sooner than one year after the date of the order. If reversed, the permit shall be reinstated immediately, in the case of a revocation, or the permit shall be issued within three (3) business days, in the case of a denial.

G. The determination of the City Council or designated board shall be final on the date the order is signed.



H. An appeal to the City Council or designated board does not stay the effect of a denial or revocation or the use of any enforcement measure unless specifically ordered by the Administrator or the City Council or designated board.

## **ENFORCEMENT**

### **Section 124.29 Discontinuance**

A. The owner of a short-term rental use that is unable to obtain a permit for said use or fails or refuses to obtain a permit for the use following the effective date of this Chapter, shall discontinue the short-term rental use no later than 6 months.

B. If the permit for a short-term rental use is not renewed, the owner shall discontinue the use no later than the date on which the existing permit or any extension thereof expires.

### **Section 124.30 Penalties**

A. A person who violates any provision of this Chapter by performing an act prohibited or by failing to perform an act required is guilty of a misdemeanor. Each day on which a violation exists or continues to exist shall be a separate offense.

B. If the definition of an offense under this Chapter does not prescribe a culpable mental state, then a culpable mental state is not required. Such offense shall be punishable by a fine not to exceed Five Hundred Dollars and No Cents (\$500.00). Although not required, if a culpable mental state is in fact alleged in the charge of the offense and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, such offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).

C. If the definition of an offense under this Chapter prescribes a culpable mental state and the offense governs fire safety, zoning, or public health and sanitation, including dumping of refuse, then a culpable mental state is required and the offense shall be punishable by a fine not to exceed Two Thousand Dollars and No Cents (\$2,000.00).

Any person, firm, corporation, agent or employee thereof who violates any of the provisions of this ordinance shall be guilty of a misdemeanor and upon conviction thereof shall be fined an amount not to exceed Two Thousand Dollars and No Cents (\$2,000.00) for each offense. Each day that a violation is permitted to exist shall constitute a separate offense.

**Section 3**, This ordinance shall be and is hereby declared to be cumulative of all other

ordinances of the City of Freeport and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

**Section 4**, If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

**Section 5**, All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting for City of Freeport in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

**Section 6**, Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Freeport in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Freeport.

**Section 7**, This ordinance shall take effect and be in force immediately upon its passage and publication of its descriptive caption twice in the Brazosport Facts.

**READ, PASSED AND ADOPTED this \_\_\_\_\_th day of September, 2021**

---

Brooks Bass, Mayor

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Christopher Duncan, City Attorney

**RESOLUTION NO. 2021-2712**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AMENDING THE MASTER FEE SCHEDULE FOR ASSESSING RATES AND FEES AND CHARGES FOR SERVICES PROVIDED BY CITY DEPARTMENTS, USE OF CITY PROPERTY, AND PURCHASE OF CERTAIN GOODS PROVIDED BY THE CITY; SPECIFICALLY TO ESTABLISH APPLICATION AND RENEWAL FEES FOR SHORT-TERM RENTAL PERMITS; AUTHORIZING THE CITY CLERK TO MAINTAIN THE MASTER RATE SCHEDULE AND RECOMMEND ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.**

**WHEREAS**, the City Council of the City of Freeport, Texas ("City") seeks to provide for reasonable fees and charges for services provided by City departments, use of City property, and purchase of certain goods provided by the City in order to recoup the cost of conducting municipal business on the public's behalf without unduly relying on taxes; and

**WHEREAS**, the City Council finds that the Code of Ordinances of the City of Freeport, Texas ("Code") contains rates and fees throughout the Code and desires to consolidate all City rates and fees to provide a single and convenient location for a list of all rates and fees charged by the City through a Master Rate Schedule; and

**WHEREAS**, by Ordinance No. 2019-2597 the City Council of the City authorized the establishment and maintenance of a Master Fee Schedule; and

**WHEREAS**, the City Council has determined that the public welfare would be best served by establishing permit application and renewal fees for short-term rentals in the Master Fee Schedule.

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

**SECTION 1. FEES.** Pursuant to the provisions of its Code of Ordinances, as amended by Ordinance No. 2019-2597, the City Council of the City hereby amends the Master Fee Schedule with the rates and fees attached hereto as Exhibit "A".

**SECTION 2. EFFECTIVE DATE.** This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

**SECTION 3. PROPER NOTICE AND MEETING.** It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, 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 the \_\_\_\_\_ day of October, 2021.

\_\_\_\_\_  
Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST:

\_\_\_\_\_  
Betty Wells, City Clerk  
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Christopher Duncan, City Attorney  
City of Freeport, Texas

**EXHIBIT A**

**SHORT-TERM RENTAL PERMITS**

1. Application Fee for Initial Permit - \$75
2. Application Fee for Renewal of Permit - \$30



## City Council Agenda Item # 15

**Title:** Consideration and possible action on Change Order #1 to task authorization with Freese and Nichols Engineering for Task Order #6 Sanitary Sewer Overflow Initiative (SSOI)

**Date:** 10/18/2021

**From:** Tim Kelty, City Manager

---

**Staff Recommendation:** Staff recommends approval of this Change Order.

**Item Summary:** The Change order includes installing 5 temporary flow meters to the City's Sanitary Sewer Collection system in various locations to measure Infiltration and Inflow data to help isolate specific areas of impact of I&I. This effort will allow for the collection of data to identify and prioritize issues with the collection system for rehabilitation and replacement.

**Background Information:**

Task Authorization # 6, a Sanitary Sewer Overflow Initiative and Management program was approved by City Council in August of 2019. That ongoing initiative includes:

- The development of Wastewater System GIS Mapping
- Evaluation of SSOI work completed to date
- Development and negotiation with TCEQ for the approval of a revised multi-year schedule for improvements (the previously approved schedule expired in 2020)
- Incorporation of the Lift Station Risk Based assessment (completed in 2020), and develop and manage an implementation plan for making improvements

The sanitary sewer collection system for the city of freeport includes more than 50 miles of gravity sewer mains as well as almost a mile of force main. The system carries nearly all of the wastewater to the city's primary Wastewater Treatment Plant near the Highway 288 and 36 interchange. That Treatment plant has designed capacity to process 2 million gpd. Normal dry weather flow to the plant is around 750,000 gpd. During heavy rain events the plant is inundated with I&I flows exceeding 5 million gpd.

Infiltration occurs when Ground water rises above the level of underground sewage collection pipes and cracks in the pipes allows ground water to seep in. Inflow, the city's main problem, is when surface water during rain events finds its way into the collection system.

I&I is a normal problem that every sanitary sewer system deals with. It is not usually considered too high until wet weather flows exceed 100% of dry weather flows for short periods of time. In the City of Freeport's case that number is greater than 600% and would be even higher if the system could convey more flow. During heavy rainfall events over the last year, Sanitary Sewer Overflows (SSOs) have been observed in which the system is over-capacitated, and raw sewage flowed out of the collection system onto the ground. If not corrected this is a very serious violation of TCEQ regulations and will result in heavy fines against the city and mandatory enforcement action which requires the city to fix the problem.

**Special Considerations:** Task authorization #6 assumed Veolia would be able to provide flow monitoring Data which is not available but necessary for the completion of this effort.

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

**Financial Impact:** The original cost of task authorization #6 was \$248,200. The cost of the flow meter installation and data collection reporting is \$43,813. However, Task D and E of the original authorization have been completed and a savings was realized of \$20,000, making the total of the change order \$23,835.

**Supporting Documentation:** Change order and original Freese and Nichols task authorization #6





PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A  
TASK AUTHORIZATION #6  
AMENDMENT #1

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

FNI PROJECT FRE19680  
DATE: 9/13/2021

This authorization is in accordance with the terms and conditions outlined in the Extended Master Agreement executed on June 21, 2021 and expires on June 30, 2022.

**Project Name:** Sanitary Sewer Overflow Initiative (SSOI) Management – Phase 1

**Description of Services:** Install five flow meters to determine levels of I/I throughout wastewater collection system. Prepare data and reports to document findings and prioritize wastewater basins.

**Amended Deliverables:** Flow Monitoring Reporting

**Amended Schedule:** Flow Monitoring Report to be delivered 120 days after NTP. Deliver Phase 1 SSOI Report 330 days after signed TCEQ agreement

**Compensation shall be amended as follows:** A lump sum amount of Twenty-Three Thousand Eight Hundred Thirty-Five Dollars (\$23,835) for the flow monitoring services. The amended Total Project budget will be Two Hundred Seventy-Two Thousand Thirty-Five (\$272,035).

<b>Current Contract Amount:</b>	\$248,200.00
<b>Amount of this Amendment:</b>	\$23,835.00
<b>Revised Total Amount Authorized:</b>	\$272,035.00

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

**FREESE AND NICHOLS, INC.**

**CITY OF FREEPORT, TEXAS**

BY: 

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

Mehran (Ron) Bavarian, PE  
Print Name

\_\_\_\_\_  
Print Name

TITLE: Associate

TITLE: \_\_\_\_\_

DATE: 9-17-21

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

**Attachment B**  
**City of Freeport**  
**Sanitary Sewer Overflow Initiative (SSOI) Management – Phase 1**  
**Amendment to Task Order #6**  
**September 13, 2021**  
**SCOPE OF SERVICES**

**ARTICLE I**

**TASK A: PROJECT MANAGEMENT**

No Change

**TASK B: DEVELOPMENT OF WASTEWATER SYSTEM GIS AND MAPPING**

No Change

**TASK C: REVIEW OF SSOI WORK COMPLETED TO-DATE**

No Change

**TASK D: DEVELOPMENT OF UPDATED SSOI PROVISIONS AND MULTI-YEAR  
TIMELINE FOR REMAINING EFFORT**

No Change

**TASK E: COORDINATION WITH TCEQ ON UPDATED SSOI PROVISIONS AND TIMELINE**

**E1. Write Initial Letter to TCEQ**

No Change

**E2. Coordination with TCEQ on Updated SSOI Provisions and Timeline**

Due to TCEQ accepting the first draft of the revised provisions of the SSOI, FNI did not need to have the following coordination, therefore these tasks are removed from the scope:

- Up to three (3) in-person trips to Austin to meet with the TCEQ
- Up to three (3) conference calls with the TCEQ

**TASK F: INCORPORATION OF LIFT STATION RISK-BASED ASSESSMENT RESULTS**

No Change

**TASK G: PHASE 1 SSOI IMPLEMENTATION PLAN**

No Change

## **TASK H: FLOW MONITORING (SUB) PLUS 10%**

FNI proposes to contract with ADS Environmental Services to perform a flow monitoring study. The following tasks are included with the work.

### **H1. Mobilization**

- Hold a kickoff meeting with the City, FNI and ADS to discuss the project scope, schedule, and communication expectations.
- Identify flow monitoring site locations
- Investigate each proposed flow monitoring site to confirm suitability
- Develop Site Reports and Safety Plan after visiting each site.
- Utilize ADS Model 8000 flow monitoring equipment including an ultrasonic depth sensor that will be mounted at the crown of the pipe; a redundant pressure depth sensor mounted at the invert; and a Doppler velocity sensor also mounted at or near the invert

### **H2. Flow Monitoring**

- Collect data for 45 days at 15 minute intervals for 24 hours per day.
- Maintain equipment throughout duration of installation
- Remove flow monitors once 45 day period is complete

### **H3. Final Report and Data Delivery**

- Review data and prepare graphs and plots for review
- Deliver a report that includes:
  - Final flow data in electronic format (hydrographs including Rain, Velocity, Depth, Qfinal)
  - Finalized site reports for monitored manholes
  - A Technical Memorandum that discusses field data collection (including all field installation forms) and RDII analysis
- Prepare hydraulic analysis including the following:
  - Hydrographs indicating the dry weather and wet weather flow rates
  - Actual peak hourly flow vs. in-situ capacity for each measured pipe location.
  - Percent contribution of flows for each basin during dry and wet weather flows.
  - Priority ranking of the basins, based on I/I.
  - Design storm peak inflow rates represented on logarithmic scales based on non-surcharging rains
  - Rainfall hydrographs of all recorded rain events
  - Bar-graph of all mini-systems comparing each individual hydraulic component for all rain events

### **Summary of Schedule**

- Deliver Phase 1 SSOI Report 330 days after signed agreement with TCEQ

**Summary of Fee for Engineering Services**

FNI shall perform the proposed scope of services based on Terms and Conditions and Rates set in the Master Agreement. FNI proposes to amend the SSOI Management Phase 1 fee for a lump sum of \$23,835. Total budget for the project will be \$272,035. A breakdown of the fees by tasks is as follows:

City of Freeport SSOI Management – Phase 1 Summary of Fee Change by Task			
	Original	Change	Amended
<b>TASK A: PROJECT MANAGEMENT</b>	\$13,200	\$0	\$13,200
<b>TASK B: DEVELOPMENT OF WASTEWATER SYSTEM GIS AND MAPPING</b>	\$17,700	\$0	\$17,700
<b>TASK C: REVIEW OF SSOI WORK COMPLETED TO-DATE</b>	\$41,600	\$0	\$41,600
<b>TASK D: DEVELOPMENT OF UPDATED SSOI PROVISIONS &amp; MULTI-YEAR TIMELINE</b>	\$22,600	(\$8,000)	\$14,600
<b>TASK E: COORDINATION WITH TCEQ ON UPDATED SSOI PROVISIONS AND TIMELINE</b>	\$20,400	(\$12,000)	\$8,400
<b>TASK F: INCORPORATION OF LIFT STATION RISK-BASED ASSESSMENT RESULTS</b>	\$8,800	\$0	\$8,800
<b>TASK G: PHASE 1 SSOI IMPLEMENTATION PLAN</b>	\$123,900	\$0	\$123,900
<b>TASK H: FLOW MONITORING (SUB) PLUS 10%</b>	\$0	\$43,835	\$43,835
<b>Total</b>	<b>\$248,200</b>	<b>\$23,835</b>	<b>\$272,035</b>



July 2, 2021

Kendall Ryan, P.E.  
Water & Wastewater Planning  
Freese and Nichols, Inc.  
11200 Broadway St., Ste. 2320  
Pearland, TX 77584

**Re: Freeport, TX I/I Study**

Dear Mr. Ryan,

We are pleased to submit our proposal to perform a flow monitoring study for Freese & Nichols Inc. within the Freeport, TX wastewater collection system. We believe we are uniquely qualified to assist you with this project, given our forty three years of experience performing similar projects.

Our proposal is valid for sixty (60) days and is subject to the terms and conditions of the Master Subconsultant Agreement between Freese & Nichols, Inc. and ADS Environmental Services. We are prepared to begin this project within one week of receipt of a signed copy of this document.

We look forward to working with you on this and other future projects. Thank you for the opportunity to propose on your requirements. If you have any questions regarding this proposal, please do not hesitate to call me at (281) 933-0951.

Sincerely,

A handwritten signature in blue ink, appearing to read "Chuck Franklin".

Chuck Franklin  
Sr. Project Manager

ADS Environmental Services  
10630 Rockley, Houston TX 77099  
Phone 281 933-0951, email: [cfranklin@idexcorp.com](mailto:cfranklin@idexcorp.com)

## Attachment A

### Proposed Scope of Work

ADS Environmental Service ("ADS") will provide a temporary flow monitoring study to collect data at as out lined in the fee schedule options below. It will be performed in three phases as set forth below:

#### Phase I – Mobilization

- 1) **Kick-off Meeting.** Phase I will begin with a kick-off meeting between representatives of the Client and ADS. The purpose of the kick-off meeting is to discuss project scope, establish lines of communication, set milestones, and set the project schedule.
- 2) **Site Locations.** ADS will work with the Client to identify/verify the location of monitor installation.
- 3) **Site Investigations.** Once the installation sites have been determined, ADS field crew(s) will perform site investigations. ADS will utilize a standard 2-person field crew for fieldwork and comply with Federal standards for confined-space entry. The proposed flow monitoring location will be located, inspected, and verified for hydraulic suitability. ADS will also check for debris in the manhole that could impact data quality and coordinate any required cleaning efforts with the Client or operator. ADS field crews will look for evidence and signs of erratic flow patterns. ADS will also investigate adjacent manholes in order to identify the best monitoring locations.
- 4) **Site Reports & Safety Plan.** Site reports will be generated upon completion of the site investigations. The site reports will include a sketch of the general location, physical characteristics and diameters of the proposed monitoring locations, manhole depths, and flow measurements. A "Site Safety Plan" will also be completed as part of the site investigation phase of the project; this will include comments pertinent to the monitoring location such as any special traffic or safety issues. Final site locations to be approved by the Client.
- 5) **Equipment.** ADS will utilize the ADS® Model 8000™ flow monitor during the course of this project. A typical monitor installation will include an ultrasonic depth sensor that will be mounted at the crown of the pipe; a redundant pressure depth sensor mounted at the invert; and a Doppler velocity sensor also mounted at or near the invert. A pump station monitoring device will be utilized in the event that gravity sites are not available.

ADS Environmental Services  
10630 Rockley, Houston TX 77099  
Phone 281 933-0951, email: [cfranklin@idexcorp.com](mailto:cfranklin@idexcorp.com)

- 6) **Monitor Activation.** Once installed, the monitors will be activated and set to take readings at 15-minute intervals. ADS Field crews will take manual depth readings with a ruler and velocity readings with a portable, instantaneous velocity meter in order to confirm the monitor is collecting accurate data based on the actual existing hydraulic conditions at each location.

## **Phase II – Flow Monitoring**

- 1) **Data Collection and Equipment Maintenance.** Field crews will collect the flow data on a regular basis (e.g. weekly) and perform site analysis and site confirmations as necessary. ADS is an ISO 9001 certified company and has proprietary internal quality procedures for all fieldwork. During the course of the project and as part of ADS's quality control program, the field manager will also visit each location and reconfirm that the monitor is in proper working condition. This includes cleaning depth and velocity sensors, confirmations as needed, and checking an installation to make sure that the ring is secure in the pipe. The ADS data analyst will also review the data on a regular basis throughout the monitoring period.
- 2) **Demobilization.** Field crews will continue data collections and confirmations (as necessary) until the end of the monitoring period. Once authorized, crews will immediately begin removing the flow monitors and deliver final data to the data analyst.

## **Phase III – Final Report & Prism Data Delivery**

- 1) **Data Review.** Upon completion of the monitoring period, a trained ADS Data Analyst will edit and finalize the data. The data analyst will directly calculate flow using the continuity equation from recorded depth and average velocity data. Flow quantities as determined by the continuity equation will be plotted. The analyst will also utilize scatter plots (depth vs. velocity readings) both to verify monitor accuracy.
- 2) **Data Delivery and Final Report.** ADS will provide a Final Electronic version I/I Report to the Engineer within 30 days of the end of the monitoring period (and any approved extensions). The Final Report will present a summary of all field and office activities, results of analyses, supporting data and documentation, conclusions, and recommendations. The data deliverables will include:
  - Final flow data in electronic format (hydrographs including Rain, Velocity, Depth, Qfinal)
  - Finalized site reports for monitored manholes

ADS Environmental Services  
10630 Rockley, Houston TX 77099  
Phone 281 933-0951, email: [cfranklin@idexcorp.com](mailto:cfranklin@idexcorp.com)

- A Technical Memorandum that discusses field data collection (including all field installation forms) and RDII analysis

The report will include a hydraulic analysis of the individual flow components and their impact on the system performance. The report will summarize findings in tabular, graphical, and narrative formats. Design storm curves (Q:I) will be developed to enable the Engineer to predict peak flow conditions based on design storms. All calculations will be presented per utility districts contribution to the collection system. Additional technical information to be provided includes the following:

- Hydrographs indicating the dry weather and wet weather flow rates
- Actual peak hourly flow vs. in-situ capacity for each measured pipe location.
- Percent contribution of flows for each basin during dry and wet weather flows.
- Priority ranking of the basins, based on I/I.
- Design storm peak inflow rates represented on logarithmic scales based on non-surcharging rains
- Rainfall hydrographs of all recorded rain events
- Bar-graph of all mini-systems comparing each individual hydraulic component for all rain events

#### **Dry Weather Analysis**

- Wet Weather Analysis with rain fall.
- RDII (Rain Dependent Infiltration/Inflow).

NOTE: ADS's flow monitors are capable of providing very accurate and precise (repeatable) flow data. However, under some complex hydraulic conditions such as frequent backwater, surcharging, reverse flows, and complex bends in the flow path leading to and from the associated manhole in which the flow monitor is placed, the accuracy of the data is diminished. It is important that the Client understand that ADS's temp flow monitoring equipment is some of the best available in capturing flow data in complex hydraulic situations, but that accuracy may be compromised in locations immediately upstream of pump stations or other such locations where the above listed hydraulic conditions can sometimes be persistent.

ADS Environmental Services  
10630 Rockley, Houston TX 77099  
Phone 281 933-0951, email: [cfranklin@idexcorp.com](mailto:cfranklin@idexcorp.com)



**Freese & Nichols Inc. Responsibilities:**

F&N will perform the following functions in connection with this Project:

- 1) Access to the site of work with sufficient area for placement of personnel and equipment, including all right-of-way and ramps, if required. This includes, but is not limited to, exposing manholes, clearing easements and/or constructing roads or ramps suitable for truck/van, if necessary.
- 2) Pay all local licenses and permits fees, if required.
- 3) Assist in obtaining and complying with any special permits.
- 4) Any information concerning bypasses, overflows, base flows, critical surcharge areas, and maintenance habits.

## **Proposed Pricing**

The estimated fee to complete the Project Scope of Work is as follows:

Task	Flow Monitoring 45 Days 5 Meters & 3 Rain Gauges	
Mobilization	Mobilization of crews and equipment.	<b>\$2,000.00</b>
Flow Monitoring	5 meters for a duration of 45 days	<b>\$28,250.00</b>
Rain Gauges	2 rain gauges for a duration of 45 days.	<b>\$ 4,800.00</b>
Final Report	Final Data Delivery.	<b>\$4,800.00</b>
<b>Total*</b>		<b>\$39,850.00</b>

\*Pricing Assumptions: Mobilization is billed upon contract execution; no prevailing wages or W/MBE requirements; light traffic and standard traffic control requirements assumed (traffic cones); no night work assumed.

ADS Environmental Services  
10630 Rockley, Houston TX 77099  
Phone 281 933-0951, email: [cfranklin@idexcorp.com](mailto:cfranklin@idexcorp.com)



PROFESSIONAL SERVICES AGREEMENT – ATTACHMENT A  
TASK AUTHORIZATION #6

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

FNI PROJECT PROJECT/PHASE/TASK  
DATE: 8/13/2019

This authorization is in accordance with the terms and conditions outlined in the Master Agreement executed on June 17, 2019 and expires on June 17, 2020.

**Project Name:** Sanitary Sewer Overflow Initiative (SSOI) Management – Phase 1

**Description of Services:** Consultant will provide professional engineering services in accordance with the attached Sanitary Sewer Overflow Initiative (SSOI) Management – Phase 1, Task Order #6, Scope of Services, (Attachment B).

**Deliverables:** GIS geodatabase, Large scale color mapping, updated SSOI provisions and multi-year timeline, letter to TCEQ, written documentation on TCEQ coordination, Phase 1 SSOI implementation Plan Report.

**Schedule:** Schedule is described in Attachment B.

**Compensation shall be:** A lump sum amount of Two Hundred Forty-Eight Thousand Two Hundred Dollars (\$248,200.00).

*All other provisions, terms and conditions of the Professional Services Agreement which are not expressly amended shall remain in full force and effect.*

**FREESE AND NICHOLS, INC.**

**CITY OF FREEPORT, TEXAS**

BY: Mehran Bavarian  
Mehran (Eon) Bavarian  
Print Name

BY: Timothy Kelly  
Timothy Kelly  
Print Name

TITLE: Associate

TITLE: City Manager

DATE: 8-13-19

DATE: 10/22/19

**Attachment B**  
**City of Freeport**  
**Sanitary Sewer Overflow Initiative (SSOI) Management -- Phase 1**  
**Task Order #6**  
**August 13, 2019**  
**SCOPE OF SERVICES**

**Project Understanding:**

Freese and Nichols, Inc. (FNI) understands the City of Freeport (City) has a voluntary Sanitary Sewer Overflow Initiative (SSOI) Agreement [RN102184025 | Enforcement Case No. 49120] with the Texas Commission on Environmental Quality (TCEQ). The City has an ongoing contract with Veolia to provide facility operation and field services, and Veolia has been conducting field work pertaining to the SSOI agreement.

The following scope of services is for FNI to provide management for the City's SSOI Agreement. The scope of services includes the following tasks:

- **Task A:** Project Management
- **Task B:** Development of Wastewater System GIS
- **Task C:** Review of SSOI Work Completed To-Date
- **Task D:** Development of Revised SSOI Provisions and Multi-Year Timeline for Remaining Effort
- **Task E:** Coordination with TCEQ on Revised SSOI Provisions and Timeline
- **Task F:** Incorporation of Lift Station Risk-Based Assessment Results (separate task authorization) into the Revised SSOI
- **Task G:** Phase 1 Implementation Plan including data processing, recommendation of improvements, and Phase 1 reporting to the City
  - Management of any required field assessment work, processing of field collected data, and development of improvement recommendations for a proposed Phase 1 of SSOI implementation plan defined as: Up to 25% of the existing wastewater system gravity lines and manholes utilizing existing CCTV data and manhole inspection information (provided by Veolia).

This scope is for field work management, processing of field collected data, and development of improvement recommendations for up to 25% of the existing wastewater system. The remaining 75% of the wastewater system is anticipated to be completed under additional task authorization(s) for FNI to manage SSOI effort beyond Phase 1.

It is understood that the City has contracted with Veolia for field services in connection with the SSOI agreement. This scope of work assumes Veolia will provide all field data collection and inspection of wastewater lines and manholes on behalf of the City of Freeport. This includes but is not limited to:

- Flow Monitoring
- Rain Gauge Placement and data collection

- Manhole Assessment and Certification Program (MACP) compatible manhole inspections
- Pipeline Assessment and Certification Program (PACP) compatible CCTV data collection
- Complete MACP and PACP coding and provide to FNI in a format compatible with InfoMaster
- Continued reporting to TCEQ for the SSOI
- Providing previous reporting to FNI for review
- Providing previous CCTV and manhole inspection data

## **ARTICLE I**

### **TASK A: PROJECT MANAGEMENT**

#### **A1. Meeting - Project Kickoff**

Conduct a project kickoff meeting with the City to review project scope, goals, project team members and schedule. FNI will provide the City with a data request memorandum identifying data needs. The meeting will include discussion of the following:

- Scheduling and project coordination
- Key City and Veolia personnel for field work coordination
- Information and data needs from the City and Veolia

#### **A2. Monthly Progress Reports**

Monthly Status Reports will also be submitted that summarize progress and document upcoming tasks. The Reports will outline upcoming key decisions which will require input from or discussion with the City.

### **TASK B: DEVELOPMENT OF WASTEWATER SYSTEM GIS AND MAPPING**

#### **B1. Develop Wastewater System GIS**

FNI will develop a wastewater system GIS for the City of Freeport. The GIS will be based on system mapping provided by Veolia and will include manholes, gravity lines, lift stations, force mains, and wastewater treatment plants (WWTPs). Unique Manhole IDs will be included. Large scale color maps will be produced. FNI will utilize the wastewater GIS to manage the SSOI efforts.

#### ***Deliverables***

GIS geodatabase of the Freeport wastewater system

Large scale color mapping of the Freeport wastewater system

### **TASK C: REVIEW OF SSOI WORK COMPLETED TO-DATE**

#### **C1. Review of SSOI Work Completed To-Date**

Veolia will make available to FNI all flow monitoring and inspection/assessment records for wastewater infrastructure in Freeport (electronic versions of data sets where available), including the March 2013 initial equipment criticality assessment and the April 2014 condition assessment. FNI will review all flow monitoring efforts to-date, as well as assessments, field inspections, previous TCEQ reporting, and improvement recommendations.

**C2. Summary of Historical SSOI-Related Efforts**

FNI will summarize the historical SSOI-related efforts by the City and Veolia including flow monitoring, field inspections and any improvement recommendations. Data will be summarized and displayed on map(s) and/or tabular/chart form as appropriate.

**C3. Summarize SSOs and Work Order Data**

Utilizing SSO reporting and work order data provided by the City/Veolia, FNI will summarize and map historical sanitary sewer overflows (SSOs) and wastewater system work orders.

**C4. Meeting – Review Historical SSOI Efforts and Sewer System Performance Data**

FNI will meet with City staff and review the summary of historical SSO-related efforts and sewer system performance data (SSOs and Work Order Data). FNI will provide tabular and/or map-based figures as appropriate.

**TASK D: DEVELOPMENT OF UPDATED SSOI PROVISIONS AND MULTI-YEAR TIMELINE FOR REMAINING EFFORT**

**D1. Develop Updated SSOI Provisions and Timeline**

The City's SSOI agreement contains provisions for the following:

- Gravity Line and Manhole Inspections
- Prioritization
- Reporting, and
- Inflow and Infiltration (I/I) Studies
- Rehabilitation, Repairs, and Replacements (lift stations, manholes, and gravity lines)

FNI will review the SSOI provisions and propose updates to the requirements and/or timeline of the SSOI agreement. These updates could be based on results of field work and inspections to-date, work order data, and/or I/I study results.

**D2. Meeting – Review SSOI Updates with City Staff**

FNI will meet with City staff and review the proposed updates to the City's SSOI provisions and timeline. City feedback will be solicited and addressed.

**Deliverable**

Updated SSOI Provisions and Multi-Year Timeline for Completion of SSOI Agreement

**TASK E: COORDINATION WITH TCEQ ON UPDATED SSOI PROVISIONS AND TIMELINE**

**E1. Write Initial Letter to TCEQ**

FNI will write a letter to the TCEQ on behalf of the City of Freeport outlining FNI's involvement in managing the City's SSOI agreement and pending proposed updates to the City of Freeport SSOI agreement provisions and timeline.

## **E2. Coordination with TCEQ on Updated SSOI Provisions and Timeline**

FNI will coordinate with the TCEQ on the proposed revisions to the SSOI agreement. This coordination is planned to include:

- **Up to three (3) in-person trips to Austin to meet with the TCEQ**
- **Written submission to TCEQ re: proposed updates to the City of Freeport SSOI agreement**
- **Up to three (3) conference calls with the TCEQ**

### **Deliverables**

Initial Letter to the TCEQ

Written Submission to the TCEQ

## **TASK F: INCORPORATION OF LIFT STATION RISK-BASED ASSESSMENT RESULTS**

### **F1. Incorporate Lift Station Risk-Based Assessment Results**

FNI will incorporate the results and improvement recommendations from the lift station risk-based assessment (performed under a separate task authorization) into the revised SSOI agreement.

## **TASK G: PHASE 1 SSOI IMPLEMENTATION PLAN**

This task includes the SSOI implementation plan effort for up to 25% of the existing wastewater system gravity lines, manholes, and lift stations in the Freeport wastewater system. This effort will include the analysis of the existing system and recommendations for improvements. Design for the improvements is not included in this scope of work.

### **G1. Data Processing and Analysis**

Phase 1 includes the processing of CCTV and manhole inspection data and MACP/PACP coding data captured by Veolia for up to 25% of the existing wastewater system. If manhole inspection and CCTV data are not available for 25% of the existing wastewater system assets, Veolia will conduct inspections, data collection, and coding per FNI's direction. If data for 25% of the system already exists FNI will utilize the existing data to perform the analysis. FNI will direct strategic flow monitoring locations to collect the data.

#### **Notes:**

- This task includes **up to three (3) coordination meetings with City staff and/or Veolia.**
- All field data collection including but not limited to flow monitoring, manhole inspections, CCTV (including required pipe cleaning), and MACP/PACP coding will be performed by Veolia on behalf of the City of Freeport.

### **Field Data Collection Specifications**

#### **CCTV and Manhole Inspections**

Field collected data shall conform to National Association of Sewer Service Companies (NASSCO) Pipeline Assessment Certification Program (PACP) and Manhole Assessment Certification Program (MACP) standards. PACP and MACP coding will be completed by Veolia and provided to FNI for analysis.

### **Flow Monitoring and Rain Gauges**

Flow monitor units will be capable of 5-minute sampling.

Rain gauge(s) capable of 5-minute sampling are to be deployed in Freeport with each round of flow monitoring. Rain gauges will be tipping bucket or approved alternate.

### **G2. Development of Improvement Recommendations**

Phase 1 implementation plan includes the development of improvement recommendations including planning-level cost estimates for up to 25% of the existing wastewater system. These recommendations will be presented in the report with cost estimate sheets broken out into recommended rehab projects for the City. FNI and the City will discuss packaging and scheduling for the recommended rehabilitation projects. This scope does not include the design or construction of these rehab projects.

### **G3. Prepare Draft Phase 1 SSOI Implementation Plan Report**

FNI will prepare draft reporting documenting the Phase 1 SSOI implementation plan efforts and in accordance with any applicable SSOI provisions. This report will include descriptions of the improvements needed and opinions of probable construction costs (OPCC). FNI will submit an electronic copy of this report to City staff for review.

### **G4. Meeting – Review Draft Phase 1 SSOI Implementation Plan Report**

FNI will meet with City staff to review the draft SSOI implementation plan report. City comments will be solicited.

### **G5. Submit Final Phase 1 SSOI Implementation Plan Report**

FNI will address any comments and submit the final Phase 1 SSOI Plan Implementation Plan Report. One electronic FDF copy and 3 hard copies of the final report will be provided.

### **Deliverables**

Phase 1 SSOI Implementation Plan Report (Draft and Final)

### **Summary of Deliverables**

- GIS geodatabase of the Freeport wastewater system
- Large scale color mapping of the Freeport wastewater system
- Updated SSOI Provisions and Multi-Year Timeline for Completion of SSOI Agreement
- Initial letter to the Texas Commission on Environmental Quality (TCEQ) on behalf of the City of Freeport re: FNI's involvement and pending proposed updates to the City's SSOI agreement
- Written documentation to the TCEQ re: Proposed Updates to City's SSOI Provisions and Timeline
- Phase 1 SSOI Implementation Plan Report, including Improvement Recommendations and Planning Level Costs

### **Summary of Schedule**

- **Task C4:** Within 60 days from receipt of all available data from Veolia
- **Task D2:** Within 30 days from SSOI review meeting (Task C4)



- **Task E2:** Submit to TCEQ within 15 days from SSOI Update meeting (Task D2)
- **Task G3:** Within 330 days from Notice to Proceed
- **Task G5:** 15 days after City comments on the draft SSOI Implementation Plan Report (Task G5)

**Summary of Fee for Engineering Services**

FNI proposes to conduct the Water Facility Condition Assessment and Capacity Evaluation for a lump sum fee of \$248,200.

City of Freeport SSOI Management – Phase 1 Summary of Fee by Task	
<b>TASK A: PROJECT MANAGEMENT</b>	\$13,200
<b>TASK B: DEVELOPMENT OF WASTEWATER SYSTEM GIS AND MAPPING</b>	\$17,700
<b>TASK C: REVIEW OF SSOI WORK COMPLETED TO-DATE</b>	\$41,600
<b>TASK D: DEVELOPMENT OF UPDATED SSOI PROVISIONS &amp; MULTI-YEAR TIMELINE</b>	\$22,600
<b>TASK E: COORDINATION WITH TCEQ ON UPDATED SSOI PROVISIONS AND TIMELINE</b>	\$20,400
<b>TASK F: INCORPORATION OF LIFT STATION RISK-BASED ASSESSMENT RESULTS</b>	\$8,800
<b>TASK G: PHASE 1 SSOI IMPLEMENTATION PLAN</b>	\$123,900
<b>Project Total</b>	<b>\$248,200</b>



## City Council Agenda Item # 16

**Title:** Consideration and possible action regarding an Ordinance change on the intersection of both Velasco and Avenue A; and 2nd Street and Cherry

**Date:** October 18, 2021

**From:** Kacey Roman, Director of Building and Code

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**Staff Recommendation:**

Staff recommends approval of this ordinance.

**Item Summary:**

This ordinance change will establish the location of Traffic Controls at two intersections within the City of Freeport.

- Velasco Boulevard at Avenue A. - Recommendation to become a 4-Way Stop.
- 2nd Street at Cherry Street - Recommendation to become a 4-Way Stop

**Background Information:**

Years ago, these intersections had yellow-green-red stop lights controlling traffic through these intersections. An administrative decision was made to remove these traffic control devices and install stop signs, making each intersection 4-way stops. The proper way to make this change, however, is to present the proposed change to the Plan Commission, and with a recommendation from that body, and request City Council to formally make the change by ordinance.

Freese and Nichols was consulted in regard to the intersection of Velasco and Avenue A. Ron Bravarian with Lance Petty observed the intersection for nearly an hour and afterward Mr. Bravarian indicated that Freese and Nichols could complete a full traffic analysis of the intersection but he was VERY confident that based upon the volume of traffic on Velasco vs. the volume traffic on Avenue A the result of that study would support changing the intersection to a two-way stop at that intersection with East and West bound traffic on Avenue A stopping.

This Item was presented to the Plan commission and a 2-way stop was recommended unanimously for Velasco and 3rd Street.

**Special Considerations:**

After further review however, there is a concern about the speed of traffic on Velasco, and children crossing the road, walking to and from the elementary school. Chief Garivey is also recommending leaving Velasco as a 4-way stop.

Staff has taken the extra measures to install TxDOT stop bars and stop wording on the pavement. Lighting has also been added at the intersection. Staff is also planning to install “rumble strips” to alert drivers to the 4-way stop intersection.

With these safety measures in place staff recommends leaving the intersections as 4-way stops and codifying the matter.

**Financial Impact:**

No financial impact.

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

Planning Commission recommendation is to approve the 4-way stop at Cherry and 2<sup>nd</sup> and make Velasco and Avenue A a 2-way stop.

**Supporting Documentation:**

Ordinance and Photos

ORDINANCE NO. 2021-2643

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; CHANGING THE INTERSECTION OF SECOND STREET AND CHERRY STREET FROM AN INTERSECTION CONTROLLED BY A TRAFFIC SIGNAL TO A FOUR-WAY STOP INTERSECTION BY DELETING SUCH INTERSECTION FROM SECTION 71-71 OF THE CODE OF ORDINANCE OF SAID CITY AND ADDING IT TO SECTION 71-50 OF SAID CODE; CHANGING THE INTERSECTION OF AVENUE A AND VELSCO BOULEVARD FROM AN INTERSECTION CONTROLLED BY A TRAFFIC SIGNAL TO A FOUR-WAY STOP INTERSECTION BY DELETING SUCH INTERSECTION FROM SECTION 71-71 OF THE CODE OF ORDINANCE OF SAID CITY AND ADDING IT TO SECTION 71-50 OF SAID CODE; PROVIDING THAT ANYONE VIOLATING SAID CODE, AS AMENDED BY THIS ORDINANCE, SHALL BE GUILTY OF A MISDEMEANOR AND, UPON CONVICTION, ASSESSED A PUNISHMENT NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS AND THAT EACH DAY ANY SUCH VIOLATION CONTINUES OR OCCURS SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

**WHEREAS**, Sections 542 of the Texas Transportation Code, authorizes local authorities to regulate traffic by traffic-control devices, designating an intersection as a stop intersection or a yield intersection and requiring each vehicle to stop or yield at one or more designated stop intersections and to provide for the erection of signals or signage to require vehicles to stop at one or more entrances to the intersection thereto and to regulate the turning of vehicles at intersections and authorize local authorities to place and maintain appropriate traffic control devices; 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 health, safety and general welfare of its inhabitants and the persons traveling upon its public streets.

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

**First**, the following intersection is hereby deleted from Section 71-71 of said Code:

- (C) Velasco Boulevard at Avenue A.
- (D) Second Street at Cherry Street.

**Second**, the following intersection is hereby added to Section 71-50 of said Code:

Second Street at Cherry Street  
Velasco Boulevard and Avenue A

**Fourth**, any person violating any provision of said Code of Ordinances as amended by this ordinance, shall be guilty of a misdemeanor and upon conviction assessed a fine not to exceed Two Hundred (\$200.00) Dollars; and each and every instance any such violation occurs shall constitute a separate offense.

**Fifth**, no offense committed and no fine, forfeiture or penalty incurred prior to the effective date of this ordinance is to be affected by the adoption of this ordinance but the punishment of any offense committed and the recovery of any fines or forfeitures incurred prior to such date shall take place as if this ordinance had not been adopted.

**Sixth**, 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.

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

**Eighth**, 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 \_\_\_\_\_th day of October, 2021**

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

**ATTEST:**

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

**APPROVED AS TO FORM ONLY:**

\_\_\_\_\_  
Christopher Duncan, City Attorney



## City Council Agenda Item # 17

**Title:** Consideration and possible action on a Resolution appointing an ex-officio member to serve on the District Board of Freeport Municipal Utility District #1

**Date:** 10/18/2021

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends appointment by Council of a City representative to the Freeport MUD #1.

**Item Summary:** By resolution the city appoints an ex-officio member to the Freeport MUD board to represent the city's interests. The appointment would attend MUD Board meetings, comment on issues coming before the Board but would not have a vote in matters being considered. They would also be responsible to report to the city the actions and concerns of the MUD.

There is no limitation on who the Council appoints to this position. You may appoint the City Manager, City Attorney, an elected Council Member or the Mayor, or any other individual you believe will responsibly attend the meetings and represent the interests of the city.

**Background Information:** City Council approved a resolution consenting to the creation of the MUD in October, 2020. According to that Resolution "The City Council of the City shall appoint an ex-officio member to serve on the District Board, or governing body, to represent the City"

**Special Considerations:** The Freeport MUD board plans to have an organization meeting on Friday November 5<sup>th</sup> at 9:00 a.m.

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

**Financial Impact:** None

**Supporting Documentation:** Appointing Resolution, Original Consent Resolution

**RESOLUTION NO. 2021-2713**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO REPRESENT THE CITY OF FREEPORT AS AN EX OFFICIO BOARD MEMBER OF FREEPORT MUD #1; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.**

WHEREAS, pursuant to Consent Resolution 2020-2664 the board of directors of Freeport MUD #1 shall include and “ex officio” board member appointed by the City Council of the City of Freeport, Texas;

WHEREAS, the a specific term of appointment of the above director terminates has not been set in the consent agreement, nor in the bylaws of the Freeport MUD #1;

WHEREAS, the above director shall hold the position of “ex officio” member at the pleasure of the City Council and may be removed and replaced at any time;

WHEREAS, the City Council of the City desires to appoint the below named qualified person as the designated “ex officio” board member of the Freeport MUD #1.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person as the designated ex officio board member to the Freeport MUD #1 for an unspecified term until a successor for such person shall have been appointed and qualified, to-wit:

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SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Freeport MUD #1 by law.

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.

\_\_\_\_\_  
Brooks Bass, Mayor  
City of Freeport, Texas

ATTEST: \_\_\_\_\_  
Betty Wells, City Secretary  
City of Freeport, Texas



RESOLUTION NO. 2020-2664

AN AMENDED AND RESTATED RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, EVIDENCING CONSENT TO THE CREATION OF FREEPORT MUNICIPAL UTILITY DISTRICT NO. 1

WHEREAS, Skymark Development Company, Inc. and its affiliated entities Headway Estates, Ltd. and Aylesbury Ltd. (collectively referred to as "Skymark"), acting under authority of Section 54.016 of the Texas Water Code, has petitioned the City of Freeport, Texas (the "City") for its consent to the creation of Freeport Municipal Utility District No. 1 (the "District"), on land within the corporate boundaries of the City, to promote the development of the land to be included within the District;

WHEREAS, Skymark has pending an application to the Texas Commission on Environmental Quality to create the District;

WHEREAS, the Texas Commission on Environmental Quality requires a certified copy of a Resolution to evidence the consent by the City to the creation of the District;

WHEREAS, the City desires to specifically limit the boundaries of the Freeport Municipal Utility District No. 1, to the property described in Exhibit B, attached hereto and incorporated herein;

WHEREAS, the City desires to evidence its consent to the creation of the Freeport Municipal Utility District No. 1, while the City and Skymark attempt to negotiate and finalize the terms of a Utility Agreement that will govern the relationship between the City and the District in the future and such approval is contingent upon reaching said agreement;

WHEREAS, the City previously adopted Resolution No. 2020-2615, on January 13, 2020, to evidence its consent to the creation of the District under the terms specified in such Resolution;

WHEREAS, this Amended and Restated Resolution of the City Council of the City of Freeport, Texas, Evidencing Consent to the Creation of Freeport Municipal Utility District No. 1 shall replace Resolution No. 2020-2615 previously adopted by the City on January 13, 2020, in its entirety;

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

Section 1. That all of the matters and facts set out in the preamble hereof are true and correct.

Section 2. That the City Council of the City of Freeport, Texas hereby evidences its consent to the creation of the Freeport Municipal Utility District No. 1, to be completely contained on and within the property described in Exhibit B and further subject to the terms and consent conditions set forth in this section and in Exhibit A. The District may not hold a confirmation election, as required by the Texas Water Code, and the City will not approve any plans for construction of District facilities, unless and until the City and Skymark have negotiated and executed a Utility Agreement governing the relationship of the District and the City.

PASSED AND APPROVED on this 19<sup>th</sup> day of October, 2020.



Mayor, City of Freeport, Texas

ATTEST:



City Secretary, City of Freeport, Texas

(SEAL)

## EXHIBIT A

In addition to the conditions set out in section 2, above, the District shall be subject to the following conditions, which the District stipulates are valid consent requirements:

- a) The District shall not issue any bonds without prior consent through a resolution adopted by the City Council of the City;
- b) The District shall pay the actual costs incurred by the city for legal, engineering and financial advisory services in connection with the Utility Agreement and the adoption of a resolution consenting to the creation of the municipal utility district;
- c) Any costs incurred by the City in connection with review of the issuance of bonds shall be paid directly to the City by the District;
- d) Bonds issued by the District shall be limited to net effective interest rates not higher than 2% over the most recent Daily Bond Buyer "20 Bond Index";
- e) Bonds issued by the District shall have a term, for each bond issue, of 30 years or less; with a maturity date on no later than 2050;
- f) The District shall only issue bonds only to finance improvements and facilities to provide water, sanitary sewer, drainage, parks, and road infrastructure within the MUD, or to refund such bonds issued for those purposes;
- g) All bonds issued by the District, with maturities of at least 10 years or more must be callable at par;
- h) No construction of public infrastructure in the District shall commence until all plans are approved by City;
- i) The City has the right to inspect public infrastructure projects during construction;
- j) The District shall provide the City with copies of all Preliminary and Final Official Statements when they are published;
- k) The District shall file a copy of its annual audit with the City each year, immediately after adoption;
- l) The District shall sell its bonds by sealed competitive bids (except refunding bonds);
- m) The District shall not sell its bonds for less than 97% of par (except refunding bonds);
- n) The District shall not issue any refunding bonds that extend maturity dates;
- o) Proceeds of the bonds for costs of operations of the District shall not exceed ten (10) percent of the issuance amount;
- p) Each bond issue shall not include more than two (2) years of capitalized interest.
- q) The District shall not issue refunding bonds unless the net present value savings is at least 3% of the principal amount of the refunded bonds;
- r) The District's bond offering documents must make it clear that the full faith and credit of the City is not pledged on the bonds and no City taxes are pledged toward repayment of the bonds; that there will be no rebate of City Ad Valorem

taxes at any time; that it is feasible to sell the bonds and maintain a projected District tax rate (including debt service and operation and maintenance) at a rate that is not more than \$1.50/\$100 assessed valuation on an annual basis; provided, however, that the foregoing shall not be construed as a limitation on the District's authority to levy an unlimited tax rate, it being understood and acknowledged that the District's bonds shall be payable from and secured by a pledge of the proceeds of an ad valorem tax, without legal limit as to rate or amount;

- s) The District shall not annex any additional property into its boundaries without prior City consent through a resolution adopted by the City Council;
- t) Impact Fees and/or Capital Recovery Fees will not be eligible expenses of the MUD;
- u) The City Council of the City shall appoint an ex-officio member to serve on the District Board, or governing body, to represent the City;
- v) Throughout its entire term and until its dissolution, the District will be solely responsible for the provision, amenitization, and maintenance to City standards of all parks, open spaces, detention ponds, roads, walls, medians, entry structures, and all non-City standard street signage, lighting fixtures and poles and related improvements, infrastructure or facilities; with the level and type of amenitization to be reviewed and approved by the City prior to construction of any such improvements, infrastructure, or facilities. If any such improvement, infrastructure, or facility is transferred to the City during the term of the District, then the maintenance requirement of this provision will not be applied to the District for the transferred improvement, infrastructure or facility, but the requirements of this provision will remain for all other improvements, infrastructure, or facilities considered in this provision;
- w) All meetings of the of the Board of Directors of the District, shall take place within the corporate city limits of the City of Freeport, Texas;
- x) In addition to any other notice requirements applicable to the District, the District must post an agenda of the meetings of its board of directors at the location designated for notices at city hall not less than seventy-two (72) hours prior to any meeting. An agenda of each meeting shall also be provided to the city manager of the city not less than seventy-two (72) hours prior to the any meeting.
- y) The District shall not provide services for, or acquire property to provide services for, any property outside its boundaries without the consent of the city, reflected by a resolution passed by the city council;
- z) The City shall not allow any connection to be made to the District's wastewater systems until, with respect to such connection:
  1. The District has issued an assignment of capacity specifying the number of gallons per day or water supply and wastewater treatment allocated for such connection and provided a copy thereof to the city manager; and

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2. The City has inspected the connection and premises and has issued a building permit for that connection.

EXHIBIT B



**Doyle & Wachtstetter, Inc.**  
Surveying and Mapping • GPS/GIS

**327.584 ACRES  
ALEXANDER CALVIT LEAGUE, ABSTRACT 49  
ELI MITCHELL SURVEY, ABSTRACT 99 AND  
CHRISTIAN HENNIGER SURVEY, ABSTRACT 211  
BRAZORIA COUNTY, TEXAS  
PAGE 1 OF 6**

**ALL THAT CERTAIN 327.584 acres out of the Velasco Townsite recorded in Volume 32, Page 14 of the Brazoria County Deed Records and situated in the Alexander Calvit Survey, Abstract 49, the Eli Mitchell Survey, Abstract 99 and the Christian Henniger Survey, Abstract 211, in the City of Freeport, Brazoria County, Texas and more particularly described by metes and bounds using survey terminology which refers to the Texas State Plane Coordinate System, South Central Zone, NAD 27 in which the directions are Lambert grid bearings and the distances are horizontal surface level lengths as follows;**

**BEGINNING** at a found 1/2" iron rod in the west right-of-way line of Velasco Boulevard marking the east corner of Lot 12, Block 61 of the aforementioned Velasco Townsite, same being the east corner of a tract conveyed to Mildred Matthews in County Clerk's File 00-053751 of the Brazoria County Official Records;

**THENCE** North 58°39'22" West, coincident with the southwest line of the 20 feet alley across Block 61, a distance of 67.00 feet to a set 5/8" iron rod for corner;

**THENCE** South 31°20'04" West, coincident with the northwest line of the said Matthew tract a distance of 195.00 feet to a set 5/8" iron rod for corner in the southwest right-of-way line of Avenue "J" in the aforementioned Velasco Townsite;

**THENCE** South 58°39'22" East, coincident with the southwest right-of-way line of Avenue "J", same being the northeast line of Block 62 of the Velasco Townsite, a distance of 67.00 feet to a set 5/8" iron rod for corner in the northwest right-of-way line of Velasco Boulevard;

**THENCE** South 31°20'04" West, coincident with the northwest right-of-way line of Velasco Boulevard, a distance of 124.84 feet to a found 1/2" iron rod for corner in the northeast line of the 20 feet wide alley across Block 62 of the said Velasco Townsite; same being the south corner of Lot 13;

**THENCE** North 58°39'22" West, coincident with the northeast line of the said 20 feet wide alley, at 678.22 feet pass a found 1/2" iron rod and continue to a total distance of 713.06 feet to a set 5/8" iron rod for corner in the centerline of De Zavala Street;

**327.584 ACRES  
ALEXANDER CALVIT LEAGUE, ABSTRACT 49  
ELI MITCHELL SURVEY, ABSTRACT 99 AND  
CHRISTIAN HENNIGER SURVEY, ABSTRACT 211  
BRAZORIA COUNTY, TEXAS  
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**THENCE** South  $31^{\circ}24'54''$  West, coincident with the centerline of De Zavala Street, a distance of 680.02 feet to a set  $5/8''$  iron rod for corner;

**THENCE** North  $58^{\circ}38'47''$  West, a distance of 35.00 feet to a set  $5/8''$  iron rod for corner marking the intersection of the northwest right-of-way line of De Zavala Street with the northeast line of the 20 feet wide alley across Block 83 of the Velasco Townsite;

**THENCE** South  $31^{\circ}24'54''$  West, coincident with the northwest right-of-way line of De Zavala Street, a distance of 340.00 feet to a set  $5/8''$  iron rod for corner in the northeast line of the 20 feet wide alley across Block 84 of the Velasco Townsite;

**THENCE** North  $58^{\circ}38'27''$  West, coincident with the northeast line of the 20 feet wide alley across Blocks 84, 87, 507, 525, 538, 558, 571 and 588, a distance of 3011.93 feet to set  $5/8''$  iron rod for corner in the centerline of McNeal Street;

**THENCE** North  $31^{\circ}21'13''$  East, coincident with the centerline of McNeal Street a distance of 340.00 feet to a set  $5/8''$  iron rod for corner;

**THENCE** North  $58^{\circ}43'41''$  West, a distance of 33.89 feet to a found  $1/2''$  iron rod for corner at the intersection of the northwest right-of-way line of McNeal Street with the northwest line of the 20 feet wide alley across Block 602 of the Velasco Townsite same being the south corner of a called 2.48 acre tract conveyed to Daniel and Marie Podsednik in County Clerk's File 03-029241 of the Brazoria County Official Records;

**THENCE** North  $30^{\circ}26'02''$  East, coincident with the southeast line of the said Podsednik 2.48 acre tract, a distance of 130.06 feet to found  $1/2''$  iron rod;

**THENCE** coincident with the southeast line of the said Podsednik 2.48 acre tract, along a curve to the left having a radius of 368.44 feet and a central angle of  $17^{\circ}31'42''$  for an arc length of 112.71 feet to a set  $5/8''$  iron rod for corner, the chord of said curve having a bearing of North  $22^{\circ}34'59''$  East and a length of 112.28 feet;

**THENCE** continuing coincident with the southeast line of the said 2.48 acre tract, along a curve to the right having a radius of 428.44 feet and a central angle of  $17^{\circ}31'42''$  for an arc length of 131.07 feet to a set  $5/8''$  iron rod for corner, the chord of said curve having a bearing of North  $22^{\circ}34'59''$  East and a length of 130.56 feet;

**327.584 ACRES**

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**THENCE** North  $58^{\circ}38'47''$  West, coincident with the northeast line of the said 2.48 acre tract, a distance of 337.00 feet to a set  $5/8''$  iron rod for corner in the northwest right-of-way line of Munson Street;

**THENCE** South  $31^{\circ}21'13''$  West, coincident with the northwest right-of-way line of Munson Street, a distance of 370.00 feet to a set  $5/8''$  iron rod for corner in the northeast line of the 20 feet wide alley across Block 623 of the Velasco Townsite;

**THENCE** North  $58^{\circ}38'47''$  West, coincident with the northeast line of the 20 feet wide alley across Blocks 623 and 638, a distance of 460.23 feet to a set  $5/8''$  iron rod for corner in the southeast line of a called 14.50 acre tract conveyed to the Freeport Economic Development Corporation in County Clerk's File 01-016223 of the Brazoria County Official Records;

**THENCE** North  $31^{\circ}21'54''$  East, coincident with the southeast line of the said 14.50 acre tract, a distance of 810.45 feet to a found  $1/2''$  iron rod for corner in the southwest line of a called 6.8927 acre tract Tri Tex Real Estate Advisors II, Inc. in County Clerk's File 11-013503 of the Brazoria County Official Records;

**THENCE** South  $58^{\circ}30'42''$  East, coincident with the southwest line of the aforementioned 6.8927 acre tract, a distance of 167.64 feet to a found concrete monument for corner;

**THENCE** coincident with the southwest line of the said 6.8927 acre tract, along a curve to the left having a radius of 235.58 feet and a central angle of  $17^{\circ}57'51''$  for an arc length of 73.87 feet to a found concrete monument for corner, the chord of said curve having a bearing of South  $67^{\circ}29'38''$  East and a distance of 73.56 feet;

**THENCE** North  $13^{\circ}19'01''$  East, coincident with the southeast line of the said 6.8927 acre tract, a distance of 68.21 feet to a set  $5/8''$  iron rod for corner;

**THENCE** North  $31^{\circ}21'54''$  East, coincident with a southeast line of the said 6.8927 acre tract, a distance of 394.66 feet to a found concrete monument for corner;

**THENCE** South  $58^{\circ}47'59''$  East, coincident with an interior line of the said 6.8927 acre tract, a distance of 71.31 feet to a found concrete monument for corner;

**THENCE** North  $31^{\circ}17'39''$  East, coincident with a southeast line of the said 6.8927 acre tract, a distance of 252.45 feet to a found concrete monument for corner;



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**THENCE** North  $58^{\circ}38'06''$  West, coincident with the northeast line of the said 6.8927 acre tract, at 501.76 feet pass a found concrete monument marking the North corner of the aforementioned 6.8927 acre tract, and continuing coincident with the northeast line of a called 6.412786 acre tract conveyed to Sundial Venture Partners, LLC in County Clerk's File 11-053291 of the B.C.O.R., at 929.00 feet pass a found  $1/2''$  iron rod marking the north corner of the said 6.412786 acre tract and continue coincident with the most southerly northeast line of a called 6.000 acre tract shown on the Precipit Oaks Apartments Re-Plat recorded in County Clerk's File 05-041767 of the B.C.O.R. to a total distance of 1382.90 feet to a set  $5/8''$  iron rod for corner;

**THENCE** North  $31^{\circ}21'54''$  East, coincident with an interior line of the said 6.000 acre tract, at a distance of 299.80 feet pass a found  $1/2''$  iron rod and continue to a total distance of 335.14 feet to a set  $5/8''$  iron rod for corner in the centerline of Avenue 'M';

**THENCE** South  $58^{\circ}36'45''$  East, coincident with the centerline of Avenue 'M' a distance of 89.05 feet to a set  $5/8''$  iron rod for corner in the centerline of Roeller Street;

**THENCE** North  $31^{\circ}23'15''$  East, coincident with the centerline of Roeller Street, a distance of 305.00 feet to a set  $5/8''$  iron rod for corner;

**THENCE** South  $58^{\circ}36'45''$  East, a distance of 35.00 feet to a set  $5/8''$  iron rod for corner marking the North corner of Block 682 of the Velasco Townsite;

**THENCE** North  $31^{\circ}23'15''$  East, coincident with the southeast right-of-way line of Roeller Street, a distance of 410.00 feet to a set  $5/8''$  iron rod for corner marking the West corner of Block 684 of the Velasco Townsite;

**THENCE** North  $58^{\circ}36'45''$  West, a distance of 35.00 feet to a set  $5/8''$  iron rod for corner in the centerline of Roeller Street;

**THENCE** North  $31^{\circ}23'15''$  East, coincident with the centerline of Roeller Street, a distance of 1145.00 feet to a set  $5/8''$  iron rod for corner

**THENCE** South  $58^{\circ}35'07''$  East, coincident with the southwest line of the 20 foot wide alley across Block 687, a distance of 339.12 feet to a found concrete monument for corner in the northwest right-of-way line of Quintana Street;

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**THENCE** North  $31^{\circ}23'15''$  East, coincident with the northwest right-of-way line of Quintana Street, same being the southeast line of Block 687, a distance of 116.85 feet to a set  $5/8''$  iron rod for corner in the southwest line of a Dow Chemical Company pipeline corridor;

**THENCE** South  $38^{\circ}55'40''$  East, coincident with the southwest line of the said pipeline corridor, a distance of 241.59 feet to a set  $5/8''$  iron rod for corner;

**THENCE** South  $31^{\circ}23'15''$  West, coincident with the common line between Lots 18 and 19 of Block 650 of the said Velasco Townsite, a distance of 34.14 feet to a set  $5/8''$  iron rod for corner in the southwest line of the 20 foot wide alley across Block 650;

**THENCE** South  $58^{\circ}36'45''$  East, coincident with the southwest line of the 20 foot wide alley across Block 650, a distance of 50.00 feet to a set  $5/8''$  iron rod for corner marking the East corner of Lot 8, Block 650;

**THENCE** South  $31^{\circ}23'15''$  West, coincident with the common line between Lots 8 and 9, Block 650, and between Lots 16 and 17, Block 651, Lots 8 and 9, Block 631, Lots 17 and 16, Block 652 and Lots 8 and 9, Blocks 652, a distance of 840.00 feet to a set  $5/8''$  iron rod for corner in the centerline of Avenue 'P';

**THENCE** South  $58^{\circ}36'45''$  East, coincident with the centerline of Avenue 'P', a distance of 172.00 feet to a set  $5/8''$  iron rod for corner in the southeast right-of-way line of Perry Street;

**THENCE** North  $31^{\circ}23'15''$  East, coincident with the southeast right-of-way line of Perry Street, a distance of 305.00 feet to a set  $5/8''$  iron rod for corner in the southwest right-of-way line of Avenue 'Q', same being the North Corner of Block 647 of the Velasco Townsite;

**THENCE** South  $58^{\circ}38'45''$  East, coincident with the southwest right-of-way line of Avenue "Q" and the northeast boundary lines of Block 647, 614, and 611 of the Velasco Townsite, a distance of 901.99 feet to a  $5/8''$  iron rod for corner marking a point in the northeast boundary line of said Block 611 that is 150 feet parallel to the said southwest right-of-way line of the Dow Chemical Company pipeline corridor;

**THENCE** South  $38^{\circ}35'40''$  East, continuing 150 feet southwest and parallel to the said southwest right-of-way line of the Dow Chemical Company pipeline corridor, a distance of 2610.21 feet to a set  $5/8''$  iron rod for corner in the centerline of Division Street;

**THENCE** South  $31^{\circ}21'54''$  West, coincident with the centerline of Division Street, a distance of 125.14 feet to a set  $5/8''$  iron rod for corner;

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**THENCE** South  $58^{\circ}38'06''$  East, coincident with the said southwest right-of-way line of Avenue "N" and the northeast boundary lines of Blocks 94, 77, and 75 of the said Velasco Townsite, a distance of 1029.76 feet to a set 5/8" iron rod for corner in the southwest right-of-way line of the Dow Chemical Company pipeline corridor;

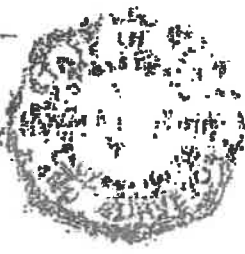
**THENCE** South  $38^{\circ}35'40''$  East, coincident with the southwest right-of-way line of the said Dow Chemical Company pipeline corridor and the northeast boundary line of Blocks 75 and 58 of the said Velasco Townsite, a distance of 460.02 feet to a set 5/8" iron rod for corner, being a point in the northwest boundary line of Lot 12 of said Block 58 of the said Velasco Townsite;

**THENCE** South  $31^{\circ}20'25''$  West, coincident with the northwest boundary lines of said Lot 12, Block 58 and Lots 12 and 13, Block 59 of the said Velasco Townsite, a distance of 432.40 feet to a set 5/8" iron rod for corner, being the West corner of said Lot 12, Block 59 and being the northeastern right-of-way line of Avenue "L";

**THENCE** South  $58^{\circ}39'22''$  East, coincident with southwestern boundary line of said Lot 12 Block 59 and the said northeastern right-of-way line of said Avenue "L", a distance of 27.00 feet to a set 5/8" iron rod for corner, being the South corner of said Block 59 and the northwest right-of-way line of Velasco Boulevard;

**THENCE** South  $31^{\circ}20'25''$  West, coincident with the said northwest right-of-way line of Velasco Boulevard and the southeast boundary lines of Block 60 and 61 of the said Velasco Townsite, a distance of 555.00 feet to the **POINT OF BEGINNING**, containing 327.584 acres of land, more or less;

  
Charles D. Wright  
Registered Professional Land Surveyor  
Texas Registration Number 4547  
September 30, 2013





## City Council Agenda Item # 18

**Title:** Consideration and possible action on an Ordinance Regulating Land Usage by Creating Drainage Development Guidelines for single parcels of property in the City.

**Date:** 10/18/2021

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends approval of an ordinance and establishing guidelines regarding drainage in the development of individual parcels within the city.

**Item Summary:** By this Ordinance, any new development of a single parcel of land in the City that is not part of a new subdivision development and not within a special flood hazard shall comply.

- (a) No owner shall alter the surface of regulated property by adding, removing, or grading the surface soil or making improvements that adds an impervious surface area of 30% or more of the parcel, in a manner that sheds water onto neighboring properties.
- (b) All construction within the city limits shall eliminate low areas beneath buildings or structures.
- (c) All drainage on regulated property shall discharge into the city drainage system; and
- (d) The owner may construct a wholly sufficient and privately-owned drainage system.

Prior to any new development the property owner is required to apply for a permit for the work which application will indicate compliance with these regulations

**Background Information:** Problems have arisen under the current regulations:

- (a.) Property owners have been allowed to build up their properties to construct slab on grade residential development which has caused the shedding of water onto neighboring properties unless a swale is established to redirect the flow of water to the street and Drainage collection system.
- (b.) Also, property owners have been allowed to grade their properties in such a way as to dam water on adjacent previously developed properties that otherwise had flowed across the adjacent property.

**Special Considerations:** While the proposed Ordinance addresses issue (a.) listed above, it does NOT address issue (b.). According to City Attorney Chris Duncan, he agreed that the ordinance could legally be written to prohibit the impoundment or damming of the existing flow of water coming from adjacent properties, but he felt it created legal jeopardy to insert the city

into those neighbor vs. neighbor fights. His advice was that every time we are called to enforce, we would be required to hire some sort of engineer expert to determine the historical natural water flow and likely lead to litigation. In most cases, people that don't like their neighbor will use the city to fight them for free according to Mr. Duncan.

However, if a permit is required for the proposed grading beforehand, it would be the property owner's responsibility to provide that engineering evidence prior to the permit being issued.

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

**Financial Impact:** None

**Supporting Documentation:** Ordinance

**ORDINANCE NO. 2021-2639**

**AN ORDINANCE CREATING CHAPTER 157 – DRAINAGE, OF THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS, AS PART OF CHAPTER XV – LAND USAGE; CREATING DRAINAGE DEVELOPMENT GUIDELINES FOR SINGLE PARCELS OF PROPERTY, NOT PART OF A SUBDIVISION DEVELOPMENT AND NOT WITHIN AN AREA OF SPECIAL FLOOD HAZARD; CONTAINING A PREAMBLE; CONTAINING DEFINITIONS OF TERMS USED IN THIS ORDINANCE; MAKING IT AN OFFENSE FOR VIOLATION OF THIS ORDINANCE; CONTAINING A PENALTY CLAUSE AND THAT EACH AND EVERY OCCURRENCE SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING A SEVERANCE CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.**

**WHEREAS**, the City of Freeport, Texas is densely developed with residential and commercial structures; and

**WHEREAS**, the City of Freeport is undergoing an increased level of development and redevelopment of individual parcels of property within the city;

**WHEREAS**, the City Council seeks to assure orderly development that properly controls the drainage of water from property that does not affect neighboring properties and reduces the effects of local flooding;

**WHEREAS**, the City Council specifically finds that a section of ordinances should be created regulating drainage for development of individual parcels; and

**WHEREAS**, the City may establish by ordinance, general rules and regulations governing development of land within its corporate limits and areas of extraterritorial jurisdiction in order to promote the health, safety, morals or general welfare of the City and to promote the safe, orderly and healthful development of the City; and

**WHEREAS**, the City Council has determined, based upon the findings stated above, that the regulations established by the Ordinance are necessary for the good government, peace and order the City; and

**WHEREAS**, City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

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

**Section 1.** The findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

**Section 2.** Chapter 157, of the Code of Ordinances of the City is hereby created and shall read as follows:

**CHAPTER 157: DRAINAGE**

**157.01 Purpose and Limitations**

The purpose of this Chapter is to create drainage regulations and requirements for the development or redevelopment of individual parcels of property within the City of Freeport. These standards shall not apply in cases of Subdivision Development or in areas within a Special Flood Hazard Area. Further, these regulations are intended to work in conjunction with regulations set forth by Brazoria County, and the Velasco Drainage District. The regulations set forth by Brazoria County or the Velasco Drainage District, shall prevail and take precedence, to the extent that any regulations set forth in this chapter conflict and cannot be resolved with those regulations.

**157.002 – Definitions**

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Curb and gutter drainage** means a drainage system in which water is primarily removed from a benefitted property by use of street curbs and gutters to channel the water to a system of underground pipes or culverts.

**City Drainage system** means the drainage owned or controlled in whole or in part by the city and dedicated to the service of regulated property, including provisions for additions to the system. City drainage system components, including but not limited to streets, sidewalks, other dedicated improvements, and supporting right-of-way shall not be considered residential or nonresidential property as defined herein. The City drainage system shall include open ditch drainage and curb and gutter drainage.

**Drainage** means the movement of water through the use of graded surfaces, streets, curbs, bridges, catch basins, channels, conduits, creeks, culverts, detention ponds, ditches, draws, flumes, pipes, pumps, sloughs, treatment works, and appurtenances to those items, whether natural or artificial, or using force or gravity, that are used to draw off surface water from land, carry the water away, collect, store, or treat the water, or divert the water into natural or artificial watercourses; drainage shall also mean the water so transported.

**Impervious surface** means any area that has been compacted or covered such that it does not readily absorb water or does not allow water to percolate through to undisturbed underlying soil strata. Surface materials considered impervious shall include, but not be limited to, bricks, pavers, concrete, asphalt, compacted oil-dirt, compacted or decomposed shale, oyster shell, gravel, or granite, and other similar materials. Surface features utilizing such materials and considered impervious shall include, but not be limited to, decks, foundations (whether pier and beam or slab), building roofs, parking and driveway areas, sidewalks, compacted or rolled areas, paved recreation areas, swimming pools, and other features or surfaces that are built or laid on the surface of the land and have the effect of increasing, concentrating, or otherwise altering water runoff so that flows are not readily absorbed.

**Open ditch drainage** means drainage primarily removed from a benefitted property by use of an open ditch or ditches.

**Owner** means the person or entity who owns or occupies a regulated property.

**Regulated Property** means any single parcel of property in which the owner seeks to alter the surface of the property by adding, removing, or grading the surface soil or making improvements that adds an impervious surface area of 30% or more of the lot, or any of the above alterations that may shed water on neighboring properties.

**Wholly sufficient and privately owned drainage system** means land owned and operated by a person or entity other than the city's drainage utility system, the drainage of which does not discharge into a street, ditch, culvert, creek, river, slough, or other channel that is a part of the city's drainage system.



### **157.003 - Drainage to be Required**

- (a) No owner shall alter the surface of regulated property by adding, removing, or grading the surface soil or making improvements that adds an impervious surface area of 30% or more of the parcel, in a manner that sheds water onto neighboring properties.
- (b) All construction within the city limits shall eliminate low areas beneath buildings or structures.
- (c) All drainage on regulated property shall discharge into the city drainage system; or
- (d) The owner may construct a wholly sufficient and privately owned drainage system.

### **157.004 – Permit Requirements**

- (a) The owner of regulated property shall submit an application and obtain a permit prior to commencement of alterations to the property as described in 157.003.
- (b) The permit application must set forth information required by the building official including but not limited to:
  - 1. Diagram of the property, planned improvements to be constructed and direction of drainage into the drainage system;
  - 2. Calculation of impervious surface area;
  - 3. Detailed description of a wholly sufficient and privately owned drainage system.
  - 4. Slope rate of graded surface.
  - 5. Any other information required to verify that drainage of the regulated property shall not result in drainage to neighboring properties.

### **157.005 – Offense and Penalty**

It shall be unlawful for an owner to violate the requirements of 157.003 or 157.004. An offense under this Chapter is a Class C misdemeanor, punishable by a fine upon conviction not to exceed

\$500. Proof of culpable mental state is expressly waived. Each and every occurrence of violation of this ordinance shall constitute a separate offense, which offense is considered a daily offense.

**157.006 - Nuisance** – Violation of this Section is also considered a Nuisance, and the City may seek additional civil remedies to abate said nuisance including but not limited to removal by the City and imposition of a lien and other damages, and injunctive relief, after proper notice and hearing.

**Section 3.** It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

**Section 4.** All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

**Section 5.** This ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts.

**READ, PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2021.**

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



# Community Development

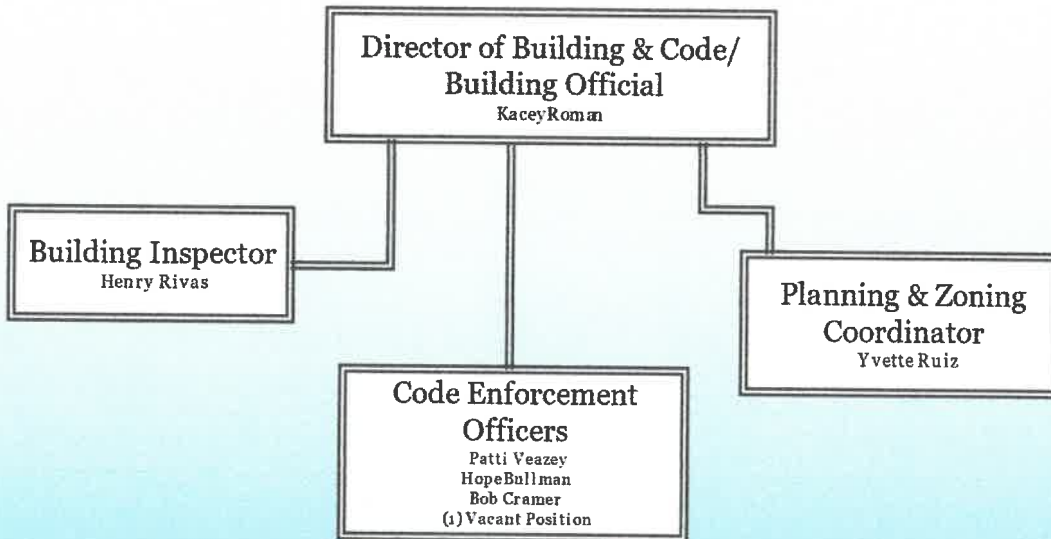
## Community Development



The Community Development Department is responsible for working with the citizens of Freeport and its development community, Boards and Commissions, and the elected officials while managing current and long-range planning, permitting and inspections, code enforcement and other activities in support of the City of Freeport. Our goal is to make our City a Healthy, Safe and Prosperous place to work and live.

**Building Permits & Inspections**  
**Health Permits & Inspections**  
**Code Enforcement**  
**Planning & Zoning**  
**Board of Adjustments**

# Building & Code



## Employee Spotlight

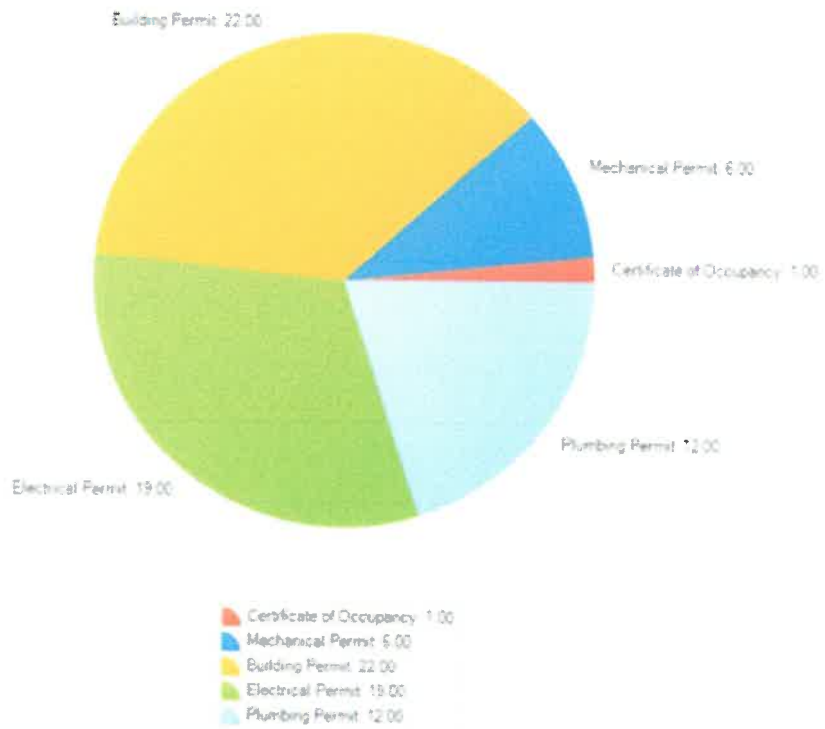
**Hope Bullman** is in training to be our new Health Inspector/Code Enforcement Officer. Hope has been a resident of the City of Freeport for 23 years.

Hope comes to us with 3 1/2 years of experience in food service, and 9 years as an Insurance Adjuster, which gives her a unique insight into Property Maintenance.

Hope has been married for 32 years, has 7 children and 11 grandchildren.

We are fortunate to have Hope as a part of our Team!

# Building Permits Issued – September 2021



## Building Permits – September 2021

- Driveway - 2
- Windows-
- Foundation Repairs- 3
- House moving-
- Swimming Pool-
- Roof- 3
- Sheds-
- Fence- 4
- Antennas- 1
- Remodels- 2
- Bulkhead-
- Fire Alarm- 1
- Solar Panel- 1
- Garage Sale- 3
- Siding- 2
- Carport –
- Generator-
- Doors- 1

## Building Permits – September 2021

- **GRADING/DIRT WORK PERMITS**
  - 0 Permits issued
- **COMMERCIAL PLAN INTAKE**
  - Salvation Army Remodel
- **RESIDENTIAL PLAN INTAKE**
  - 0 for review
- **CERTIFICATE OF OCCUPANCY**
  - 1 Permits issued
- **MECHANICAL**
  - 6 permits issued
- **ELECTRICAL**
  - 19 Permits issued
- **PLUMBING**
  - 12 Permits issued
- **BUILDING**
  - 22 Permits issued

# Building Inspections Activity – September 2021

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
9/1/2021	81101033000	22 N AVE F (GARAGE SALE)	OLIVIA DIAZ	GARAGE SALE 9-3-2021 AND 9-4-2021	Building	
9/1/2021	81103334000	1415 N AVE F (REMODEL)	BRANDSON ENTRPRISES	GENERAL REMODEL WILL REQUIRE SUB-CONTRACTORS TO PULL THERE OWN PERMITS	Building	\$4,027.00
9/2/2021	42000752000	530 W BROAD ST (REMODEL)	MOON KIM	GENERAL REMODEL CAN BR REMODELED AND USED AS A SINGLE FAMILY DWELLING UNIT SEE SCOPE OF WORK	Building	\$40,254.00
9/3/2021	42001483000	1311 W BROAD ST (ROOF)	J & H ROOFING	ENTIRE RE-ROOF	Building	\$6,000.00
9/3/2021	81150010110	1717 YELLOWSTONE (FENCE)	FREEPORT CHRISTIAN CENTER	REPLACE 96 LFT OF FENCING	Building	\$1,500.00
9/8/2021	81103311000	1316 N BRAZOSPORT BLVD (fence)	GULF FENCE CO.	PUT UP BLACK VINYL CHAIN LINK FENCE AROUND DOG KENNELS	Building	\$10,000.00
9/8/2021	20900068000	1806 W 8TH ST (FOUNDATION)	TEX MEX HOUSELEVELING	FOUNDATION REPAIR PER ENGINEER GREG A BROOKS # 114197	Building	\$6,000.00
9/8/2021	42001508000	1423 W 4TH ST (GARAGE SALE)	NANCY ARECHIGA VALLES	GARAGE SALE SEPT 9 AND 10 2021	Building	
9/9/2021	81101001000	11 N AVE D (FOUNDATION)	ALLIED FOUNDATION	FOUNDATION REPAIR PER ENGINEER CLINT D. HARRIS # 98376	Building	\$7,600.00
9/9/2021	42011826000	1747 - 1749 7TH ST W (ROOF)	TEXAS GULF COAST ROOFING	ENTIRE RE-ROOF	Building	\$6,500.00
9/9/2021	87000140030	116 S GULF BLVD (ANTENNAS)	SHARON ARPS	INSTALL EQUIPMENT AND ANTENNAS FOR DISH WIRELESS AND ADDING ELECTRIC METER AND CONNECTING TO EQUIPMENT	Building	\$35,500.00
9/10/2021	84000074000	219 W 9TH ST (FENCE)	ARMANDO NOYOLA	FENCE IS NOT TO EXCEED 6' IN HIEGHT AND THE REGULATIONS SHALL APPLY	Building	\$0.00
9/10/2021	42000483000	75 OAK (DOORS)	JASON HAYES	INSTALL NEW DOUBLE DOORS	Building	\$600.00
9/13/2021		733 MYSTERY HARBOR LANE (FIRE PANEL)	SUMMIT FIRE & SECURITY LLC	REPLACE FIRE PANEL	Building	
9/13/2021	42001322000	1231 W 2ND ST (DRIVEWAY)	GABRIEL CEBALLOS	pour concrete driveway redo 14 x 25 demo and repour 3/8 rebar 12" centers, 4" thick	Building	\$4,000.00
9/23/2021	81103781000	1601 N AVE M (roof)	GONZALES SALOMON	RE-ROOF	Building	\$4,000.00
9/24/2021	81150010110	1717 YELLOWSTONE (CONCRETE SLAB)	MATAMOROS CONSTRUCTION	ADDING A 25 X 25 SLAB OF CONCRETE	Building	\$1,600.00
9/27/2021	42001498112	1422 W BROAD (FENCE)	ADAN HERNANDEZ	FENCE HEIGHT SHALL NOT EXCEED 6' 6" FOLLOW FENCE ORDINANCE REGULATIONS	Building	
9/28/2021	42001316000	1122 W 2ND ST (RR WOOD)	JESSE AGUILAR	RE-PLACE AND REPAIR ROTTEN WOOD	Building	
9/29/2021	81101033000	22 N AVE F ( SIDING)	OLIVIA PALAFDX CRUZ	PUT HARDI PLANK ENTIRE HOUSE 2608 SQFT.	Building	\$0.00
9/30/2021	42011844000	1724 W 8TH ST (SOLAR PANNELS)	PRIME SOLAR INC	INSTALL SOLAR PANELS * PRIME SOLAR SHALL BE RESPONSIBLE FOR LIVE LOADS IMPOSED TO ROOF SYSTEM BY MODULES * CONTRACTOR SHALL ENSURE SYSTEM GROUNDING IS IN COMPLIANCE WITH N.E.C.	Building	\$50,000.00
9/30/2021	77500209000	1593 W 12TH ST (FOUNDATION)	SIERRA FOUNDATION	FOUNDATION REPAIR PER ENGINEER TERRY V. HUDKINS # 55526	Building	\$2,000.00

## Certificate of Occupancy

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
9/10/2021	81070002110	902 N AVE J # 4	ORION CONSTRUCTION	GENERAL RENOVATIONS		

## Electrical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
9/1/2021	42000792000	602 W 1ST ST	TOTAL HOME ELECTRIC	INSTALL NEW SERVICE POLE		\$8,000.00
9/1/2021	42011989000	1530 W 11TH	PEREZ ELECTRICAL SERVICES	REPLACE METER		\$1,000.00
9/1/2021	81102883000	1112 N AVE N	TREVINO'S ELE	REWIRE WHOLE HOUSE		\$5,000.00
9/13/2021	81103334000	1415 N AVE F	PATRICK'S GROUP	REPLACING EXICTING ELECTRICAL FIXTURES AND WIRING		\$0.00

**Electrical Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
9/20/2021	81104066000	1711 N AVE G	MAD MAX ELECTRIC	200 AMP METER LOOP		\$1,800.00
9/21/2021	81101029000	3 N AVE F	PENNEY'S ELECTRIC	CHANGE OUT MAIN DISCONNECT FOR SERVICE		\$1,600.00
9/21/2021	42001677000	1610 W 5TH ST	JOSE ORTIZ	REPLACED WHEATER HEAD		\$100.00
9/21/2021	42011946000	1415 W 9TH ST	I & E GROUP	CHANGE OUT WEATHER HEAD AND BROKEN WIRE		\$0.00
9/21/2021	42000619000	418 W 2ND ST	MAD MAX ELECTRIC	REPAIR BROKEN METER LOOP		\$475.00
9/21/2021		502 PERRY ST	TREVINO'S ELE	SUB-PANEL UPGRADE AND CENTRAL A/C POWER SUPPLY /BRANCH CIRCUIT		\$2,000.00
9/21/2021	42001502000	1407 W BROAD ST	TREVINO'S ELE	STORM DAMAGE / UPGRADE SERVICE		\$2,000.00
9/21/2021	42001540000	1403 W 6TH ST	J & M ELECTRIC	125 AMP SERVICE		\$0.00
9/22/2021	81103413000	1401 N AVE M	KOTRLA ELE	REPLACE SERVICE RISER AND WIRE		\$0.00
9/22/2021	81100454000	523 S AVE H	PENNEY'S ELECTRIC	CHANGE OUT 100 AMP METER		\$1,600.00
9/22/2021	42011781000	1743 W 5TH ST	BCB ELECTRICAL	MOVING BREAKER BOX FROM INSIDE OF GARAGE TO OUTSIDE WALL		\$2,000.00
9/22/2021	42011781000	1745 W 5TH ST	BCB ELECTRICAL	MOVING BREAKER BOX FROM INSIDE OF GARAGE TO OUTSIDE WALL		\$2,000.00
9/23/2021	42012008000	1411 W 10TH ST	I & E GROUP	FIRE DAMAGE, REPLACING SOME WIRING AND INSTALL 13 RECEPTACLES AND 6 SWITCHES		\$1,000.00
9/27/2021	81100088000	107 S AVE C	CLB ELE	NEW HOUSE ELECTRICAL WIRING		\$7,500.00
9/30/2021	81102695000	1024 N AVE F LOT 9	SKIPS ELECTRIC	RE-ENERGIZE METER		

**Mechanical Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
9/2/2021	42012031000	1713 W 11TH ST	American Residential Services, LLC	INSTALL 5 TON COMPLETE GAS SYSTEM WITH DUCT WORK		\$8,000.00
9/3/2021	81102997120	1104 N AVE C	MIKE WILLIAMSON A/C	INSTALL 18K MITSUBISHI HEAT PUMP MINI SPLIT SYSTEM IN OFFICE AND FOYER		\$5,400.00
9/9/2021		826 W 2	SCHILLER AIR CONDITIONING CO INC	INSTALL 3 TON A/C AND HEAT SYSTEM AND 1 TON MINI SPLIT DOWNSTAIRS		\$9,500.00
9/13/2021	42012008000	1411 W 10TH ST	ESSENTIAL AIR LLC	REPLACING THE HVAC SYSTEM AND DUCT		\$5,500.00
9/13/2021	81100088000	107 S AVE C	DAVIS A/C & HEATING	HVAC NEW CONSTRUCTION INSTALL		\$6,000.00
9/21/2021	5318-0000-002	502 PERRY ST	RAM A/C AND HEATING	INSTALL A/C UNIT		\$6,800.00

**Plumbing Permit**

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
9/2/2021	81104085000	1815 N AVE H	BRAZOSPORT PLUMBING	REPLACE SEWER LINE		
9/3/2021	42012042000	1427 W 11TH ST	CLEMENTS PLUMBING	TUNNEL UNDER TWO BATHROOMS AND REROUTE PLUMBING REROUTE THE KITCHEN SINK AND WASHING MACHINE DRAINS		\$10,000.00
9/7/2021		303B S BRAZOSPORT BLVD	LUYCX PLUMBING	NEW GREASE LINE FOR RESTAURANT 4 SINKS 2 FLOOR DRAINS		\$50,000.00
9/8/2021	42000793000	606 W 1ST ST	GARDNER CAMPBELL	NEW HOUSE, 11 TRAPS, 1 WATER HEATER, 1 SEWER LINE, 1 WATER LINE, NO GAS		\$185.00
9/8/2021	77500039000	715 W 9TH ST	BRAZOS PLUMBING	GAS TEST		\$150.00
9/23/2021	81100286000	410 S AVE C	CLEMENTS PLUMBING	GAS TEST		\$300.00
9/27/2021	81103334000	1415 N AVE F	WRIGHT PLUMBING	REMODEL INSTALL, NEW SHOWER COMMODE, LAVATORY AND KITCHEN SINK		
9/27/2021	81103643000	1618 N AVE J	HOUSTON PLUMBING & GAS LLC	BATHROOM RENOVATIONS OF SALVATION ARMY		\$40,000.00



**Plumbing Permit**

<b>Create Date</b>	<b>Account Number</b>	<b>Address 1</b>	<b>P_Applicant Name</b>	<b>P_Description of Job</b>	<b>P_Type of Permit Needed</b>	<b>P_Valuation</b>
9/27/2021	42001765000	1706 W 5TH ST	BRAZOSPORT PLUMBING	NEW SEWER LINE		\$0.00
9/28/2021	42000967000	715 W 2ND ST	ON THE LEVEL PLUMBING AND BACK FLOW SERVICES	GAS TEST		\$180.00
9/29/2021	42001375000	1210 W 6TH ST	LUYCX PLUMBING	WATER AND DRAIN LINE FOR KITCHEN SINK AND WASHING MACHINE		\$0.00
9/30/2021	42001500000	1423 W BROAD ST	BRAZOSPORT PLUMBING	GAS TEST		\$0.00

# Code Enforcement Case Activity – September 2021

9/1/2021	Hope Bullman	Closed	1930 ZAPATA		INOPERABLE VEHICLE BEEN PARKED IN FRONT YARD.
9/1/2021	Patti Veazey	Closed	323 N AVE A		
9/1/2021	Patti Veazey	Closed	323 N AVE A		OVERGROWN VAC LOT
9/1/2021	Hope Bullman	Closed	261968 N AVE R		HIGH GRASS AND WEEDS, CORNER LOT
9/1/2021	Patti Veazey	Closed	260894 N AVE A V LOT		OVERGROWN VAC LOT NEXGT TO 819 N AVE B
9/1/2021	Patti Veazey	Closed	318 N AVE B		Remove tree branches
9/1/2021	Patti Veazey	Closed	410 S AVE C		Called realtor to cut the grass
9/1/2021	Patti Veazey	Closed	111 N AVE C		Left a door knocker
9/1/2021	Patti Veazey	Closed	119 N AVE C		White truck and red suv
9/2/2021	Patti Veazey	Closed	220 N AVE B		SENDING A LETTER ON A VACANT LOT
9/2/2021	Patti Veazey	Closed	260354 N AVE B		SENDING A LETTER
9/2/2021	Patti Veazey	Closed	102 N AVE C		OVERGROWN PROPERTY
9/2/2021	Patti Veazey	Closed	157517 SLAUGHTER ROAD		OVERGROWN PROPERTY THAT DOW OWNS. MEET WITH KRFISTIN ON 9/2/2021 AND HE SHOWED ME WHAT ALL THEY MOW IN THE GENERAQL AREA. HE HAS A CREW SCHDULED TO MOW ON 9/10/2021.
9/2/2021	Patti Veazey	In Progress	734 SLAUGHTER RD	Reinspection	OVERGROWN PROPERTY
9/2/2021	Patti Veazey	Closed	1510 W 5TH ST		Overgrown grass
9/2/2021	Patti Veazey	Closed	309 N AVE C		Overgrown vac lot
9/2/2021	Patti Veazey	In Progress	212 W BROAD ST	Reinspection	Overgrown
9/2/2021	Patti Veazey	In Progress	1214 W 5TH ST	Reinspection	Left a door knocker
9/2/2021	Patti Veazey	Closed	1215 W 5TH ST		Parking a trailer in street
9/3/2021	Patti Veazey	In Progress	1711-1713 W 4TH	Reinspection	LEFT A DOOR KNOCKER TO REMOVE INOPERABLE, WATER HEATER, CAR SE4TS, TIRES REFRIGERATOR AND OTHER TRASH
9/3/2021	Patti Veazey	New	1715-1717 W 7TH	Reinspection	PAINT AND ROTTEN WOOD
9/3/2021	Patti Veazey	In Progress	731 W 7TH ST.	Reinspection	OVERGROWN VAC LOT
9/3/2021	Patti Veazey	Closed	1015 W 7TH ST		OVERGROWN VAC PROPERTY
9/3/2021	Hope Bullman	Closed	259916 N AVE H		INSPECTION REVEALED HIGH GRASS AND WEEDS, RODENT
9/3/2021	Patti Veazey	Closed	1514 W BROAD ST		WHITE TRUCK IN THE YARD

9/7/2021	Patti Veazey	In Progress	530 W 7TH ST	Reinspection	
9/8/2021	Patti Veazey	Closed	718 W 12TH ST		called realtor to cut the grass
9/8/2021	Patti Veazey	New	922 W 12TH ST		left a door knocker to cut the grass
9/8/2021	Patti Veazey	In Progress	1231 W BROAD ST	Reinspection	LEFT A DOOR KNOCKER TO CUT GRASS AND REMOVE APPLIANCE
9/8/2021	Patti Veazey	Closed	810 W 12TH ST		left a door knocker to cut the grass and move car off grass yard
9/10/2021	Patti Veazey	New	530 W BROAD ST	Reinspection	I received a complaint on this property that the utility box was overgrown and the house has rotten wood and needs to be painted. It appears to have foundation problems.
9/10/2021	Patti Veazey	New	1602 W 8TH ST	Reinspection	LEFT A DOOR KNOCKER TO PAINT THE STRUCTURE
9/10/2021	Patti Veazey	New	1103 W 9TH ST	Reinspection	LEFT A DOOR KNOCKER TO PAINT THE ACCESSORY STRUCTURE
9/10/2021	Patti Veazey	In Progress	1402 W 7TH ST	Reinspection	LEFT A DOOR KNOCKER CUT GRASS AND REMOVE TIRE AND DEBRIS
9/10/2021	Patti Veazey	In Progress	907 W 6TH ST		HOUSING NEEDS REPAIRED, OVERGROWN GRASS AND ACCESSORY STRUCTURE NEEDS REPAIRED OR REMOVED. TRASH AND DEBRIS
9/10/2021	Hope Bullman	In Progress	1724 N BRAZOSPORT BLVD	Reinspection	HIGH GRASS AND WEEDS, UNSAFE STAIRWAY TO SECOND STORY. LEFT DOOR KNOCKER
9/12/2021	Patti Veazey	Closed	723 W 7TH ST		Overgrown vac lot
9/13/2021	Hope Bullman	In Progress	1619 N AVE R	Reinspection	LEFT DOOR KNOCKER ABOUT NO FENCE AROUND POOL. MR. SLAZAR CALLED ON 09/13/2021 STATING HE WOULD GET THE PROPER FENCE UP ASAP.
9/21/2021	Patti Veazey	New	731 W BROAD ST	Reinspection	Pallets and debris
9/21/2021	Patti Veazey	New	926 W 9TH ST	Reinspection	Notice left on door
9/21/2021	Patti Veazey	In Progress	907 W 10TH ST	Reinspection	Left a door knocker overgrown grass
9/21/2021	Patti Veazey	In Progress	903 W 5TH ST	Reinspection	Remove large tree in yard
9/22/2021	Patti Veazey	New	1724 W 7th	Reinspection	Left a door knocker to cut grass and remove trailer

9/22/2021	Patti Veazey	New	1748 Lynn	Reinspection	Left door knocker posted truck Chevy in street with expired tags
9/22/2021	Patti Veazey	In Progress	1736-1738 Lynn Ln	Reinspection	Og and branch left door knocker
9/22/2021	Patti Veazey	New	731 W 7TH ST.	Reinspection	Overgrown vac lot
9/22/2021	Patti Veazey	New	931 W 6TH ST	Reinspection	Og
9/23/2021	Patti Veazey	Closed	1739 W 7TH ST		Left a door knocker for overgrown grass
9/23/2021	Patti Veazey	In Progress	1739 W 7TH ST	Reinspection	
9/30/2021	Hope Bulman	In Progress	2309 ZAPATA	Initial Inspection	HIGH GRASS AND WEEDS

# Community Development



*Thank you for your support!*





# Finance, Court & Water Departments

**Title:** Monthly Report for September 30, 2021

**Date:** September 13, 2021

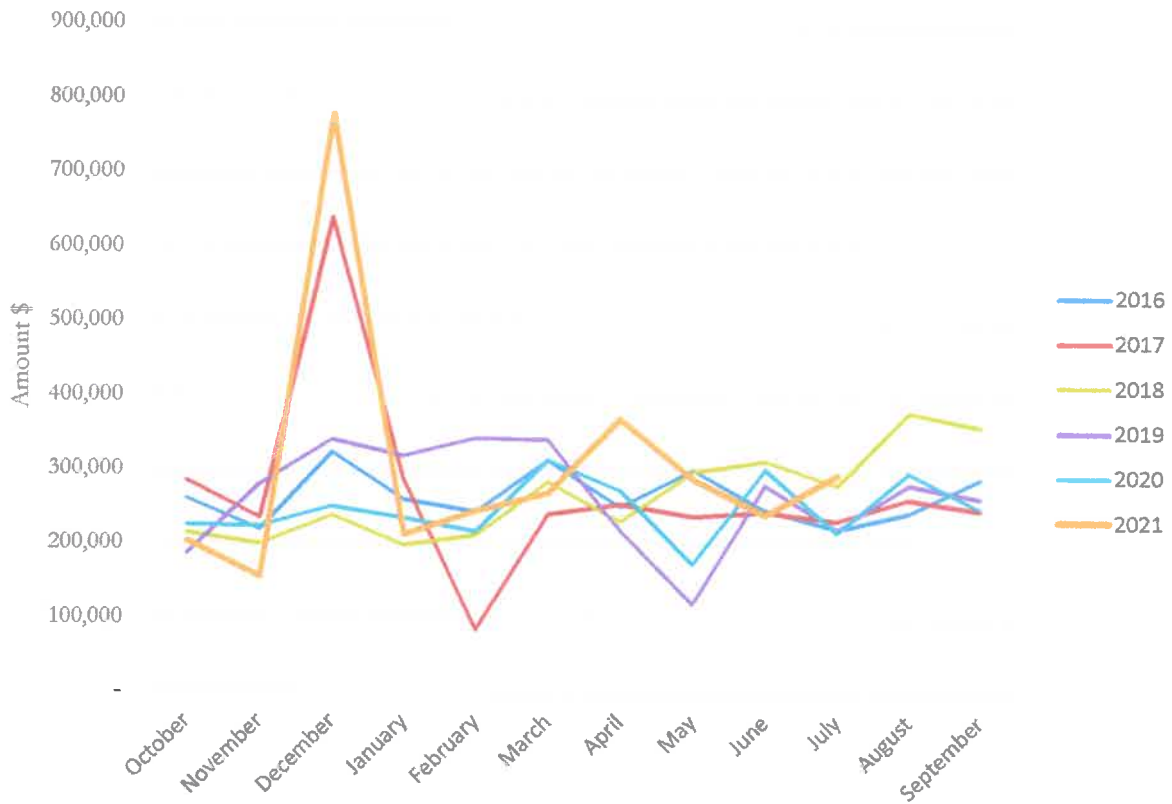
**From:** Cathy Ezell, Finance Director

## Financial Information

### The General Fund:

The revenues collected for the General fund as of September, 2021 are \$17,583,933 or 100.50 % of the total budgeted revenues. Please note that these are not the final total revenues. We are still processing all the year-end entries. See the attached Monthly Financial Report for more details.

### Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of September 30, 2021 are \$16,027,889 or 90.68% of the budgeted expenditures. Please note these are not the final total expenditures. We are still processing all the year-end entries. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$1,556,044. The fund balance or reserves of the General Fund as of September 30, 2021 is \$7,968,433. This is 45.08% of the expenditure budget.

## Monthly Report Finance, Court & Water Departments

### **Water & Sewer Fund**

The revenues for the Water & Sewer Fund as of September 30, 2021 are \$10,707,365 or 156.97% of the budgeted revenues. Please note these are not the final revenue totals. We are still processing all the year-end entries. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of September 30, 2021 are \$9,707,923 or 149.65% of the budgeted expenditures. Please note these are not the final expenditures. We are still processing all the year-end entries. The Bond Funds were transferred to the CO2021 Capital Fund. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$999,442. The fund balance or reserves for the Water & Sewer Fund as of September 30, 2021 is \$981,839. This fund balance is only 15.14% of the operating expenditures.

### Water Department

The Water Department is beginning the prep for beginning the Incode migration. This is the next module to go through the process.

### Municipal Court

Municipal Court continues working on the backlog of cases due to COVID.

### Other

The Financial Management, Fixed Assets, Purchasing, and Accounts Payable functions have been migrated to Incode 10. We are working out of the new system. Then we will move to the other applications (utility billing, cash receipting, court and payroll).

**City of Freeport  
Monthly Financial Report  
As of September 30, 2021  
General Fund**

	FY2020 Actuals	Adopted FY2021 Budget	Amended FY2021 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 9,875,699	\$ 5,407,167	\$ 6,412,389	\$ 6,412,389	
<b>Revenues</b>					
EMS	\$ 623,294	\$ 540,805	\$ 540,805	\$ 562,632	104.04%
Property Taxes	2,581,162	2,764,154	2,764,154	2,666,763	96.48%
Industrial Taxes	7,640,258	7,967,460	8,090,088	8,090,088	100.00%
Sales Tax	1,988,720	1,900,000	1,900,000	2,040,119	107.37%
Franchise & Other Taxes	630,750	635,826	664,739	573,300	86.24%
Permits	108,930	104,591	104,591	182,414	174.41%
Charges for Services	928,460	942,000	942,000	936,361	99.40%
Recreation/Rental	56,734	105,494	105,494	38,265	36.27%
Golf	520,156	528,900	528,900	702,498	132.82%
Municipal Court	115,437	301,800	301,800	171,961	56.98%
Grants	380,188	124,700	820,280	845,048	103.02%
Lease Income	252,566	282,574	282,574	219,472	77.67%
Miscellaneous	267,844	343,700	451,230	555,010	123.00%
<b>Total Revenues</b>	<b>16,094,497</b>	<b>16,542,004</b>	<b>17,496,655</b>	<b>17,583,933</b>	100.50%
<b>Expenditures</b>					
Administration	\$ 1,806,861	\$ 1,934,544	\$ 1,967,980	\$ 1,611,470	81.88%
Service Center	181,985	222,087	225,292	199,389	88.50%
Municipal Court	167,939	179,246	179,246	190,717	106.40%
Police	4,527,975	4,837,671	4,826,671	4,400,595	91.17%
Fire	1,204,723	1,362,903	1,377,314	1,392,238	101.08%
EMS	789,113	907,998	907,998	792,052	87.23%
Emergency Management	40,000	-	348,078	308,615	88.66%
Code Enforcement	311,613	378,836	481,836	359,252	74.56%
Building	310,170	334,982	334,982	304,776	90.98%
Garbage Collection	980,664	992,453	992,453	720,847	72.63%
Street & Drainage	1,327,279	1,325,978	1,325,978	1,233,158	93.00%
Beach Fund Expense	14,381	10,000	10,000	55,849	558.49%
Historical Museum	239,630	378,302	378,302	309,546	81.83%
Sr Citizens Commission	7,350	10,250	10,250	3,843	37.49%
Library	22,825	55,700	170,025	169,872	99.91%
Parks	1,235,545	1,359,186	1,360,426	1,238,069	91.01%
Golf	965,703	1,128,041	1,128,041	1,060,316	94.00%
Recreation	330,700	583,200	583,200	439,957	75.44%
Interfund Transfer to	5,143,351	1,200,676	1,216,676	1,410,846	115.96%
Interfund Transfer from	(50,000)	(150,000)	(150,000)	(173,520)	115.68%
<b>Total Expenditures</b>	<b>19,557,806</b>	<b>17,052,053</b>	<b>17,674,748</b>	<b>16,027,889</b>	90.68%
<b>Revenue Over/(Under) Expenditures</b>	<b>(3,463,309)</b>	<b>(510,049)</b>	<b>(178,093)</b>	<b>1,556,044</b>	
Ending Fund Balance	\$ 6,412,389.16	\$ 4,897,118	\$ 6,234,296	\$ 7,968,433	

City of Freeport  
 Monthly Financial Report  
 As of September 30, 2021  
 Water Sewer Fund

	FY2020 Actuals	Adopted FY2021 Budget	Amended FY2021 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 141,747	\$ 564,401	\$ (17,603)	\$ (17,603)	
<b>Revenues</b>					
Interlocal Revenue	\$ 7,254	\$ 4,000	\$ 4,000	\$ -	0.00%
Interest	383	4,500	4,500	778	17.29%
Misc Income	-	-	-	28	N/A
Misc Income Return Checks	1,270	1,600	1,600	505	31.56%
Utility Reimbursements	75,828	46,802	46,802	117,419	250.89%
Community Dev Grant	12,324	-	165,604	-	0.00%
Grant Revenue-Emergency P	-	-	-	(58,143)	N/A
FEMA Reimbursement	3,186	-	-	-	N/A
Cash Over or Short	185	-	-	(21)	N/A
Water Revenue	2,786,937	4,007,820	4,007,820	3,233,920	80.69%
Water Revenue - Misc	200	-	-	5,493	N/A
Sewer Revenue	1,810,914	2,471,120	2,471,120	2,228,536	90.18%
Sewer Revenue - Misc	3,123	-	-	-	N/A
Sewer Surcharge	1,281	-	-	913	N/A
Water Tap Fee	14,050	35,000	35,000	14,800	42.29%
Sewer Tap Fee	-	-	-	-	N/A
Bad Debt Write-Off	1,905	-	-	2,589	N/A
Connect & Disconnect Fees	90,714	85,000	85,000	76,868	90.43%
Proceeds from Bond Sale	-	-	-	4,845,000	N/A
Premiums from Bond Sale	-	-	-	300,036	N/A
Underwriter's Discount	-	-	-	(61,356)	N/A
<b>Total Revenues</b>	<b>4,809,553</b>	<b>6,655,842</b>	<b>6,821,446</b>	<b>10,707,365</b>	<b>156.97%</b>
<b>Expenditures</b>					
Salaries	\$ 86,802	\$ 95,703	\$ 95,703	\$ 96,044	100.36%
Benefits	40,001	38,361	38,361	38,323	99.90%
Supplies	37,623	27,546	27,546	43,810	159.04%
Services	5,381,980	5,344,470	5,749,114	4,163,648	72.42%
Maintenance	12,986	9,258	9,258	20,974	226.55%
Sundry	240	25,716	25,716	121	0.47%
Capital Outlay	409,271	210,000	391,302	111,323	28.45%
Debt Service Fees	-	-	-	79,576	N/A
Transfer to General Fund	-	-	150,000	150,000	100.00%
Transfer to Debt Service	-	-	-	4,104	N/A
Transfer to CO2021 Bond Fund	-	-	-	5,000,000	N/A
Transfer from General Fund	(1,000,000)	-	-	-	N/A
<b>Total Expenditures</b>	<b>4,968,903.44</b>	<b>5,751,054</b>	<b>6,487,000</b>	<b>9,707,923</b>	<b>149.65%</b>
<b>Revenue Over/(Under)</b>					
<b>Expenditures</b>	<b>\$ (159,350)</b>	<b>\$ 904,788</b>	<b>\$ 334,446</b>	<b>\$ 999,442</b>	
Ending Fund Balance	\$ (17,603)	\$ 1,469,189	\$ 316,843	\$ 981,839	





**CITY OF FREEPORT**  
**FREEPORT FIRE & EMS DEPARTMENT**

131 East 4<sup>th</sup> Street  
Freeport, Texas 77541  
Phone (979) 233-2111  
Fax (979) 233-4103

Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Micheal Dumas  
Deputy Chief  
Fire Marshal

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: October 18, 2021

Re: September 2021

Response alarms:      Fire -     44  
                                 EMS -     167  
                                 Total -    211

**Significant Events:**

Air Ambulance transport: 2  
Request mutual aid into the city to cover EMS response: 1 FIRE 1  
Mutual aid given to other cities to cover EMS response: 0 FIRE 0  
Two EMS units working calls at the same time: 31  
Three working EMS alarms: 4  
Four working EMS alarms: 0  
Five working EMS alarms: 0  
Transport rate: 47%

**Equipment/Infrastructure:** Fire Station #1: A/C units did not respond during the Hurricane when the station went on generator power. It has been addressed and is operation. Unit 900 was stripped to match the response vehicles.

**Hydrant Maintenance:** Veolia has made repairs to out of service hydrants. The department is verifying the list.

**Emergency Management:**

Hurricane Nicholas made landfall in Matagorda Bay on September 13<sup>th</sup>. The eye of the storm traveled across Sargent to Damon/West Columbia turned east to Galveston and then traveled to Louisiana.

**Personnel:**

Part time firefighter/medic Chris Valderrama was offered a full-time position. He accepted the offer. The vacancy was created from a termination.

**Public Relations:**

Funeral services: Billy Yates (retired) Assistant Fire Chief  
Lake Jackson Fire.

**Classes Attended:**

Enrolled two employees for EMS certification upgrade.  
Kris Vierra – Paramedic and Thomas Thornton - Advanced EMT.

Visit us online at [www.freeport.tx.us](http://www.freeport.tx.us)  
[facebook.com/FreeportFire](https://facebook.com/FreeportFire)  
[fire@freeport.tx.us](mailto:fire@freeport.tx.us)



**CITY OF FREEPORT  
FREEPORT FIRE & EMS DEPARTMENT**

131 East 4<sup>th</sup> Street  
Freeport, Texas 77541  
Phone (979) 233-2111  
Fax (979) 233-4103

Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Micheal Dumas  
Deputy Chief  
Fire Marshal

**Office of the Fire Marshal**

September 2021 Monthly Report.

**Fire/Safety Inspections:**

Address	Inspection Type	Pass/Fail
Taqueria Guadalajara	Annual	Fail
River Place	Occupant Load	Pass
902 N Ave J Apartments	CO with Henry	Fail
<b>Total Inspections: 3</b>		

**Plans Review:**

Name or Address	Type of Plan	COMMENTS Y/N
<b>Total Plans Reviewed: 0</b>		

**Fire Investigations:**

Address	Type of Fire	Disposition
<b>Total: Investigations: 0</b>		



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Micheal Dumas  
Deputy Chief  
Fire Marshal

**Fire Safety Consultation/ Consultation:**

Whom	In Reference to:
Ian White	High School Bon fire
Clinton Allen W/ Corps of Engineers	The Floodgate rebuild.
<b>Total:</b>	

**Incident Response:**

Location	Type of Incident	Disposition
218 S Gulf Blvd.	Electrical Fire small	Isolated electrical circuit
Store behind station	Smell of Smoke	Nothing found
City Wide	Hurricane Nicholas	Still in recovery
<b>Total Calls: 3</b>		

**Public Education Events:**

Location	Name of Event	Appx # people
<b>Total: 0 COVID-19</b>		

**Stop Work Order's/ NOV's/ Fire Marshal's Orders:**

Address	Description	Disposition
<b>Total: 0</b>		

**Training:**

Course Name	Hours
Legislative Updates	4

Visit us online at [www.freeport.tx.us](http://www.freeport.tx.us)  
[facebook.com/FreeportFire](https://facebook.com/FreeportFire)  
[fire@freeport.tx.us](mailto:fire@freeport.tx.us)



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Fire Marshal

---

**Miscellaneous:**

- County EM meeting with the Mayor & City Manager.
- Met with the new Building Official.
- Met with TDEM.
- Hurricane Nicholas recovery Response – We had 248 entries into Crisis Track, Residential damage \$1,623,686.00 108 homes affected, 30 Minor, 4 major. Commercial Damage was \$1,901,193.00; 26 affected, 22 Minor, 2 Major, and 1 destroyed. 44 homes reported fences, power lines, or sheds down of damaged. 8 homes with food spoilage with no other damage, 8 commercial buildings closed with no damage, 3 that needed more info. City damage 5 buildings approx. \$47,422.00 and 8 Public utility systems Approx. \$38,00.00. Debris removal \$96,300.00 this does not include any Tipping fees for C&D and Overtime or equipment rental for the burn site.
- Sent the DSO to the State and updated it as necessary.
- Worked around 60+ hours on Hurricane activities.

## Monthly Golf Course Report September 2021

For the month of September, we were faced with challenging weather conditions but still managed to beat our goal by \$900.00. For the month we were closed 10 days due to Hurricane Nicholas and a rainfall total of 12.75 inches.

Overall, we did not finish the fiscal year as strong as we anticipated due to the last two months of rain, but we did have the second-best fiscal year on record and strongest year in the last 21 years. Our goal was \$528,900 and we finished the year at \$707,178. Membership continued to stay strong, and we ended with 24,000 rounds of golf. While merchandise was also very strong, we did see a decline due to backorders from the manufacturers.

For the fiscal year we did receive 82.75" of rain, which is the second highest rain total I have for the last 12 years. Also our tournaments were down due to covid. Even with these two stats it is very encouraging for our upcoming year, as we still had our second best year even faced with these challenges.

Thank you

Brian

Golf Course Goals vs Actuals FY2020-2021

Goal

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	11,000	10,000	11,000	10,000	10,000	15,000	16,000	16,000	16,000	14,000	13,000	13,000	155,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	5,000	5,000	4,000	4,000	4,000	6,000	7,000	7,000	7,000	7,000	7,000	7,000	70,000
Merchandise	7,000	7,000	7,000	6,000	6,000	10,000	10,000	10,000	10,000	9,000	9,000	9,000	100,000
Prep Food	700	700	700	600	600	1,000	1,000	1,000	1,000	900	900	800	9,900
Beer Sales	4,500	4,500	4,500	3,000	3,000	6,000	8,000	7,500	7,500	5,500	5,500	4,300	63,800
Drinks/Chips	2,000	2,000	1,500	1,500	1,500	3,000	4,000	4,000	4,000	4,000	4,000	3,700	35,200
Memberships	9,000	9,000	9,000	10,000	8,000	7,000	7,000	8,000	7,000	7,000	7,000	7,000	95,000
<b>Total</b>	<b>\$39,200</b>	<b>\$38,200</b>	<b>\$37,700</b>	<b>\$35,100</b>	<b>\$33,100</b>	<b>\$48,000</b>	<b>\$53,000</b>	<b>\$53,500</b>	<b>\$52,500</b>	<b>\$47,400</b>	<b>\$46,400</b>	<b>\$44,800</b>	<b>\$528,900</b>

Actual

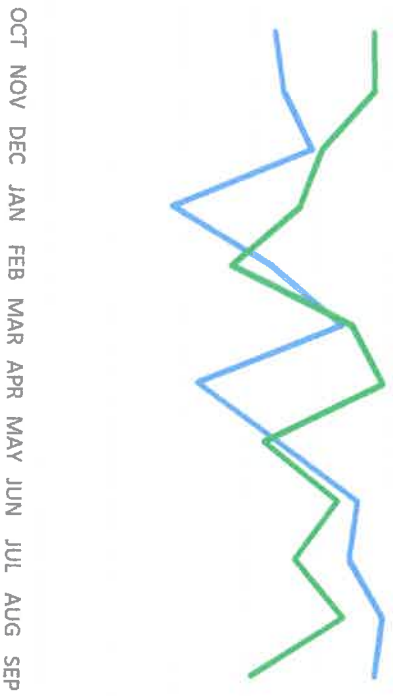
Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	14,725	19,681	16,428	15,801	10,601	17,516	18,349	15,656	14,593	11,692	15,206	10,032	180,279
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	12,185	11,612	8,991	8,600	5,004	9,860	10,455	6,703	9,554	8,649	9,172	7,192	107,977
Merchandise	12,526	12,831	10,543	11,508	10,840	17,488	21,064	14,504	14,953	15,646	12,009	10,081	163,992
Prep Food	521	677	371	535	458	845	1,083	1,192	1,186	744	704	572	8,887
Beer Sales	6,890	7,970	6,845	4,856	3,535	6,310	7,302	5,615	7,277	5,811	6,643	5,047	74,100
Drinks/Chips	2,985	2,391	1,758	1,813	1,376	2,527	2,953	2,436	3,632	2,952	3,339	2,107	30,269
Memberships	12,372	9,472	11,994	13,538	9,637	13,145	14,581	12,295	12,275	11,668	10,019	10,678	141,674
<b>Total</b>	<b>\$62,203</b>	<b>\$64,634</b>	<b>\$56,927</b>	<b>\$56,652</b>	<b>\$41,451</b>	<b>\$67,691</b>	<b>\$75,787</b>	<b>\$58,402</b>	<b>\$63,470</b>	<b>\$57,161</b>	<b>\$57,091</b>	<b>\$45,709</b>	<b>\$707,178</b>
<b>Over/Under</b>	<b>\$23,003</b>	<b>\$26,434</b>	<b>\$19,227</b>	<b>\$21,552</b>	<b>\$8,351</b>	<b>\$19,691</b>	<b>\$22,787</b>	<b>\$4,902</b>	<b>\$10,970</b>	<b>\$9,761</b>	<b>\$10,691</b>	<b>\$909</b>	<b>\$178,278</b>

Rounds of Golf

Month	FY 2019	FY 2020
OCT	1668	2396
NOV	1731	2407
DEC	1947	2022
JAN	931	1860
FEB	1649	1364
MAR	2179	2252
APR	1125	2483
MAY	1718	1616
JUN	2304	2160
JUL	2249	1848
AUG	2497	2205
SEP	2443	1534

22441      24147

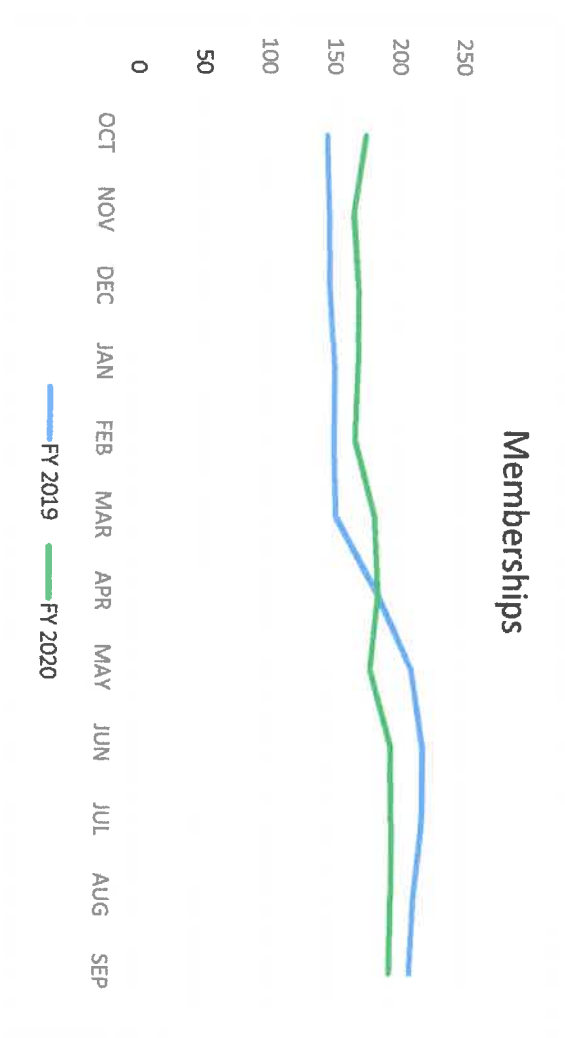
Rounds of Golf



— FY 2019      — FY 2020

Memberships

Month	FY 2019	FY 2020
OCT	145	175
NOV	147	166
DEC	148	170
JAN	152	170
FEB	152	168
MAR	154	184
APR	186	187
MAY	213	181
JUN	222	197
JUL	222	198
AUG	216	198
SEP	213	197





Revenue for the fiscal years

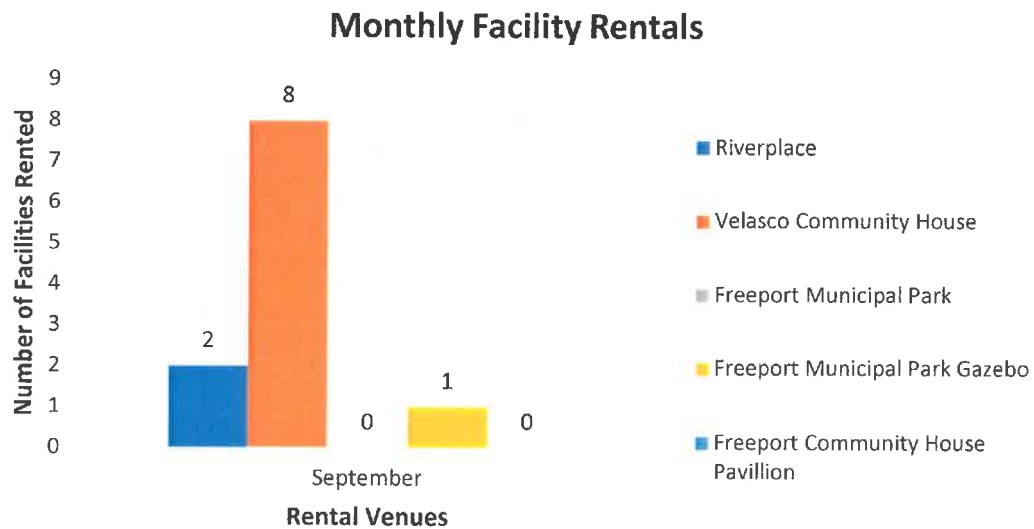
	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,094.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 44,451.22
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.37
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 57,692.00	\$ 62,730.00	\$ 58,401.78
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 46,083.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,188.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75

**City of Freeport  
Culture, Recreation & Tourism Department  
Monthly Summary Report**

**September 2021**

**FREEPORT HISTORICAL MUSEUM & VISITOR CENTER**

**Rental Venues**

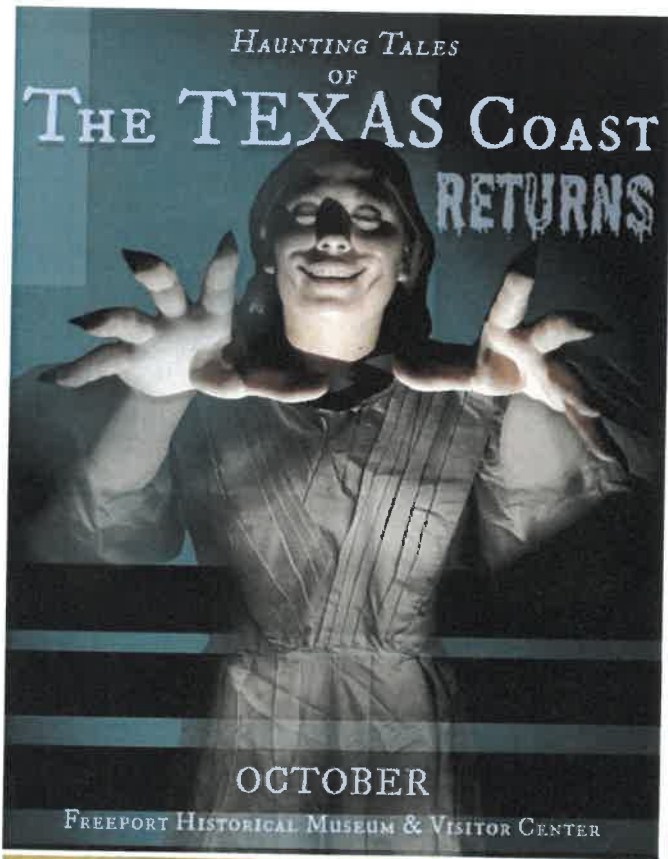


**Exhibits**

Wade began piecing together Haunting Tales of The Texas Coast for the month of October, creating new visuals and reading panels for the exhibit, ordering frames and decorations, and editing two new episodes for the exhibit; joining the previous four episodes from last year.

Elements from the Fort Velasco Exhibit, such as the new Civil War fort models created by Matt Reeves, were introduced to the front-half of the museum to bolster visitor engagement. Panels from the exhibit were included until permanent, bilingual interpretive panels are created and installed.

During the second and third weeks in September, the city felt the effects of Hurricane Nicolas which managed to strip out the theater doors and back gates to the museum. Due to Hurricane Nicolas, Texas Navy Day was canceled, and all scheduled participants were notified.



### **Special Events**

On September 10<sup>th</sup>, Freeport Historical Museum partnered with S.T.O.P. to host a Youth Mental Health First Aid training certification class for 30 our community. Several Board and staff members were able to take advantage of this free opportunity to learn to recognize the signs of depression and anxiety in our youth, and how to approach in a proactive manner.

### **Staff Updates**

September began with Wade painting the interior walls of the Texas Navy Room with plans for a historically accurate mural to be featured on one wall. Museum projects this month included the installation of the palisade posts donated to the museum to help illustrate the area intended to bring focus to Fort Velasco and The Texas Revolution inside of the museum. The Maintenance Department was able to secure them safely.



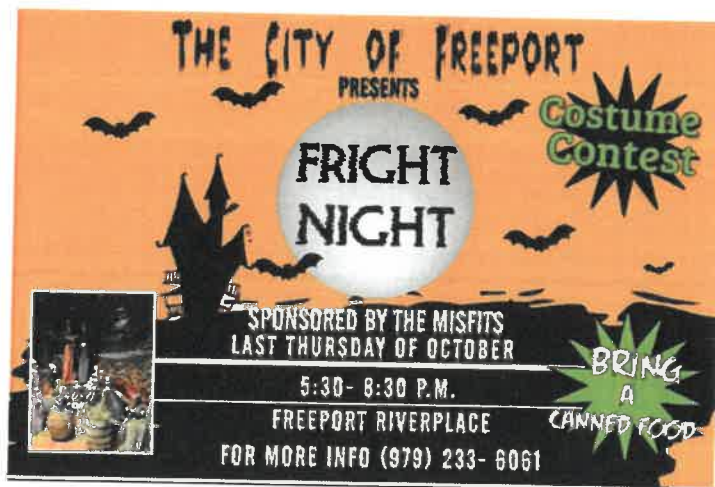
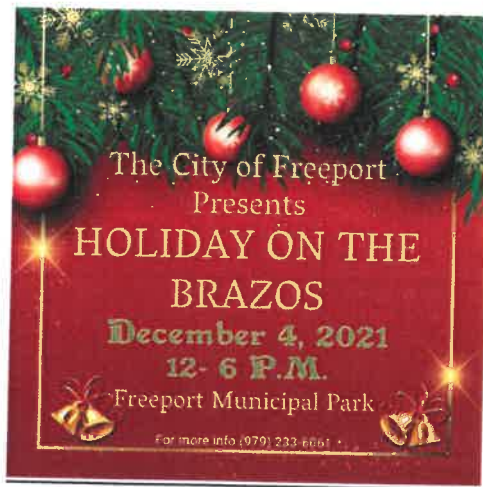
## Statistical Data

<b>ADMISSIONS</b>	September 2021	August 2021	YTD 2021
<b>Adult</b>	\$40.00	\$275.00	\$1,120.15
<b>Child</b>	\$12.00	\$99.00	\$1,295.49
<b>Senior Citizen</b>	\$27.00	\$144.00	\$570.09
<b>Military</b>	\$0.00	\$18.00	36.00
<b>TOTAL ADMISSION</b>	<b>\$79.00</b>	<b>\$536.00</b>	<b>\$3,021.73</b>

<b>REVENUES</b>	September 2021	August 2021	YTD 2021
<b>Facility Rentals</b>	\$12,581.50	\$9,656.70	\$76,135.35
<b>Admission fees</b>	\$79.00	\$536.00	\$2,131.24
<b>Gift Shop</b>	\$0.00	\$106.00	\$314.47
<b>Vendor/Booth</b>	\$0.00	\$0.00	\$0.00
<b>Donations</b>	\$0.00	\$120.00	\$681.98
<b>TOTAL REVENUE</b>	<b>\$12,660.50</b>	<b>\$10,418.70</b>	<b>\$79,263.04</b>

## SPECIAL EVENTS

Staff is preparing to have a table with information out for the National Night Out with the Freeport First Responders. We are also preparing for our annual Fright Night Halloween Event that we will be teaming up with the Misfits. It will take place on October 28<sup>th</sup> at Riverplace from 5:30pm to 8:30pm. We are also getting the early preparations ready for Holiday on the Brazos that will take place December 4<sup>th</sup>.



## MAIN STREET

We expect to receive our Texas Main Street application results from the Texas Historical Commissioner's meeting on October 28, 2021.

## SENIOR CITIZENS COMMISSION

The annual Senior Citizens Fall Festival was held on Monday, September 20<sup>th</sup>. The senior citizens were served by the Freeport Fire & EMS staff as they enjoyed a catered luncheon and live music.

## FREEPORT BRANCH LIBRARY

*Chris Allen, Branch Manager*

### FREEPORT LIBRARY NEWS

We are fully staffed at the branch now. Chris and Rachel are working on the Still Water Grant. Contractors are completing the baseboards, staff bathrooms, and wall painting. It will take a couple of weeks.

### STATISTICS

	2021
Door Count	1273
Number of Children's Programs   Number of attendees	5 / 0
Number of Teen Programs   Number of attendees	0 / 0
Tech Help Questions	54
Number of Adult programs   Number of attendees	4 / 1
Reference Questions	55
Computer Sessions	194

### STAFF

Chris, Linda, and Katherine will go out and meet different community members, non-profit organizations, principals, and school librarians. Chris and Linda will focus on non-profits in the area and Katherine will focus on schools. Also, Chris will be contacting Brazosport Community college to explain volunteer opportunities and Freeport Friends Group engagement.

## HIGHLIGHTS

Children's Programs: Linda presented weekly storytime and STEM programs. Esmeralda presented *Family Bilingual Storytime* for our Freeport and Clute community.

Programs for Adults: Film Club- *Wedding Year* (led by Chris). Book Club- *Real Life* (led by Chris). Nutrition Classes by Delia Hernandez with Teas A&M Agrilife Extension.

### Family Bilingual Storytime Stories about WEATHER!



Wednesday  
September 08,  
2021: 11 am at  
Freeport Library



Wednesday  
September 22,  
2021: 11 am at  
Clute Library



**Storytime**  
in the park pavillion★

Monday  
September 20  
at 11 am

Stories, songs and fun  
theme:  
**Koala  
bears**

Freeport Municipal Park at 421 N Brazosport Blvd



FREEPORT BRANCH LIBRARY  
410 N Brazosport Blvd  
Freeport, Texas 77541 | (979) 233-3622  
bcls.lib.tx.us



### Your Food, Your Choices Su Comida, Sus Opciones

September 1, 8, 15, and 22  
5 pm

Get the facts / Obtenga los datos  
attend all 4 to be eligible for a prize  
Al participar en todas las 4 sesiones recibirá un premio



FREEPORT BRANCH LIBRARY  
410 N Brazosport Blvd  
Freeport, Texas 77541 | (979) 233-3622  
bcls.lib.tx.us

Join our  
**ADULT BOOK CLUB**

Tuesday, September 21  
at 4PM

Join us in person  
under the pavilion in  
Freeport Municipal Park  
at 201 N Brazosport  
Blvd.

Audiobook available on  
cloud.library with your  
library card!

**Film Club**

Chat About *The Wedding Year*  
Thursday  
September 9 at 4pm  
Where: Freeport Library in person  
or join virtually by  
emailing [chrisa@bcls.lib.tx.us](mailto:chrisa@bcls.lib.tx.us)  
for the meeting link!

*The Wedding Year* is available on  
cloudlibrary!  
Request the DVD on our webpage:  
[bcls.lib.tx.us](http://bcls.lib.tx.us)

## **UPCOMING EVENTS**

Here are the dates of some programs for October:

- (10/4, 10/11, 10/18, 10/25) Storytime on Mondays at 11am
- (10/13) Crafternoon at 4pm and Bilingual Storytime at 11am
- (10/21) Film Club: Halloween at 4pm
- (10/26) Book Club: *The Diviners* at 4pm

## **FREEPORT RECREATION CENTER**

Capital Projects – The Sauna Systems have been delivered and the men has been installed and functioning. We are currently experiencing issues with the women and maintenance has been in contact with their technical support. We have put in a PO request for a new AC Unit that is above the Front Desk area, Weight Room and the upstairs offices. The system is currently off as we wait for a new one. New dumbbells have been purchased from weights 5 lbs. – 65s. for the weight room. The Recreation Center stood well through the hurricane and did not experience any damages.



New Programming – Staff has been preparing for the upcoming Youth Basketball Season. Registration will be in October and November with a discount to register early in October over late in November. Most supplies have already been ordered such as basketballs and scorebooks. We are looking to start working on Jerseys in the upcoming weeks to get a grasp of what that pricing is going to look like. We are looking to find team sponsors to help with the jersey costs and get something a little nicer for the kids over T-shirts. While also providing some advertising opportunity for the businesses that sponsor. We are also looking for league sponsors that will help us with tournament and banquets costs and be an additional advertising opportunity.



Current Programming – Aqua Zumba has finished up their last month on from 6pm-7pm on Mondays and Wednesdays. They unfortunately weren't able to have class each time due to weather conditions. But we look forward to having them again next summer! We will be looking to get classes going for the fall and winter shortly.

Staff Updates – We are currently down one Full Time Recreation Attendant and one Part Time Recreation Attendant. We are looking to start interviewing for position in October. Hopefully have them filled before the events take place. The goal is to find a Full Time Recreation Attendant that will be able to work evenings that will allow us to get the facility hours to the original ones before Covid.

Meetings, Training, Networking – The September East Region TRAPS meeting did not take place due to the hurricane coming through the week of. Currently looking into an LGI class for Jonathan. This will allow him to hold lifeguard classes in the future.

### **Statistical Data**

<b>ADMISSIONS</b>	<b>August 2021</b>	<b>Last Month</b>	<b>YTD</b>
<b>Employee Member</b>	43	42	235
<b>Individual Member</b>	108	94	1,195
<b>Senior Member</b>	129	34	760
<b>Senior Family Member</b>	20	27	52
<b>Family Member</b>	68	8	442
<b>Active Military Member</b>	0	0	40
<b>Active Military Family</b>	0	0	0
<b>Youth Member</b>	17	17	148
<b>Day Pass before CivicRec</b>			291
<b>Adult Day Pass</b>	52	20	120
<b>Adult Pool Day Pass</b>	49	0	227
<b>Child Day Pass</b>	2	6	52
<b>Child Pool Day Pass</b>	180	0	1,098
<b>Student Day Pass</b>	134	69	317
<b>Senior Day Pass</b>	32	4	42
<b>Spectator Day Pass</b>	18	0	68
<b>Shower Day Pass</b>	0	2	2
<b>TOTAL ADMISSION</b>	<b>852</b>	<b>323</b>	<b>5,089</b>

<b>FACEBOOK</b>	<b>August 2021</b>	<b>Last Month</b>	<b>YTD</b>
<b>New Page Likes</b>	11	33	216
<b>New Page Followers</b>	10	35	218
<b>Page Engaged Users</b>	64	760	2,744
<b>Total Reached</b>	1,982	16,491	64,365

<b>REVENUE</b>	<b>August 2021</b>	<b>Last Month</b>	<b>YTD</b>
<b>Individual Member</b>	\$350.00	\$170.00	\$4,325.00
<b>Senior Member</b>	180.00	40.00	1,400.00
<b>Senior Family Member</b>	40.00	00.00	120.00
<b>Family Member</b>	150.00	30.00	1,230.00
<b>Active Military</b>	0.00	0.00	450.00
<b>Active Military Family Member</b>	0.00	0.00	0.00
<b>Youth Member</b>	30.00	60.00	270.00
<b>Adult Day Pass</b>	260.00	240.00	1,380.00
<b>Child Day Pass</b>	2.00	44.00	110.00
<b>Student Day Pass</b>	402.00	342.00	1,632.00
<b>Senior Day Pass</b>	96.00	18.00	363.00
<b>Shower Day Pass</b>	0.00	2.00	2.00
<b>Adult Pool Day Pass</b>	196.00	0.00	1,596.00
<b>Child Pool Day Pass</b>	360.00	0.00	3,258.00
<b>Spectator Pool Day Pass</b>	36.00	0.00	182.00
<b>2 HR Pool Party</b>	0.00	0.00	150.00
<b>3 HR Pool Party</b>	100.00	0.00	1,100.00
<b>4 HR Pool Party</b>	0.00	0.00	1,875.00
<b>TOTAL REVENUE</b>	<b>\$2,202.00</b>	<b>\$946.00</b>	<b>\$19,443.00</b>



# Human Resources Monthly Report

Date: October 11, 2021

HR TEAM: Cathy Ezell, Donna Fisher and Mary Garcia

## HR Services Team Priorities and Results for September 2021:

- **Welcomes and Well-wishes:**
  - **We are excited to welcome:**
    - **Kacey Roman, Director – Building Permits and Code Enforcement**
    - **David Whitley – Part-time Range Attendant**
- **Training/Coaching/Performance Improvement:**
  - **Performance Issues Addressed:** We had one (1) employee termination for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
  - **Employee Turnover:** We had four (4) employee separations in September. One separation was from the Golf Course, one from the Police department, one from the Streets department and one from the Museum.
  - **Internal Transfers:** Bob Cramer changed from the Parks department to the Code department.
  - **Recruiting:** Active recruiting searches include:
    - Range Attendant
    - Part-time EMT
    - Maintenance Technician – Street Department
    - Maintenance Technician – Parks Department
    - Police Crossing Guards
    - Jailer
    - Customer Service Clerk
    - Administrative Secretary
  - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, LinkedIn, Workforce Solutions, Industry-specific organizations, Between Jobs Ministries, Community College programs for maintenance and Police, and networking.
- **Risk Management and Insurance Updates:**
  - **Unemployment Claims:** We had one (1) unemployment appeal during the month of September. We have won nine (9) unemployment appeal cases this calendar year (Jan.- September). The City's account will not be charged for these unemployment claims.
  - **Workers Compensation Claims:** We had five (5) active Workers Comp. claims in September, including one (1) in Police, one (1) in Museum, and three (3) in Fire.
  - **Family & Medical Leave Cases (FMLA)-** We had three (3) active FMLA cases in September.
  - **Property/Liability/Accident Claims-** We had two (2) new liability claims in September. One was for damages from Hurricane Nicholas and the other was an EEOC claim filed against the city.

- **Record Retention:** Mary Garcia continued to purge old HR files in an effort to reduce exposure from storing sensitive data, and to save storage space.
- **Asset Management Updates:** Cathy has completed the move of asset information into the new asset management system utilizing Incode 10 software.

### Priorities for July through September:

- **Training/Development** – Create a New Supervisor Training Program and assign required trainings (ethics and cyber-security) to meet requirements. Infrastructure for this training is already in place using TML/Lexipol's LocalGovU platform established by HR in 2020. New employees are being assigned training using TML/Lexipol's LocalGovU platform (Sexual Harassment in the Workplace, Diversity in the Workplace, Ethical Behavior in Local Government).
- **Medical, Dental, Vision Insurance** – Donna Fisher and Mary Garcia will ensure that all full-time employees completed the open enrollment process and updated changes with the carriers, as well as in the payroll system.
- **Salaries** – Cathy Ezell and Donna Fisher calculated salaries and longevity amounts that went into effect October 1 and updated the payroll system accordingly.



## **FREEPORT POLICE DEPARTMENT**

430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

*Lt. Corey Brinkman*  
*CID Commander*

*Raymond Garivey*  
*Chief of Police*

*Capt. Danny Gillchriest*  
*Patrol Division Commander*

### **To: Mayor and Council**

During the Month of September my officers responded to 2416 calls for service. Those calls include all crime related calls, calls for citizen assistance, Animal Control calls, citizen contact and traffic stops. Anytime an officer calls out on the radio, a call type is generated.

As confirmed COVID cases continue, we are still taking precautions by requiring mask when entering our building. We also have hand sanitizer at both entrance doors for visitors to sanitize their hands before entering the building as well.

### **Significant Incidents:**

On 09/08/21, we had a shooting in the 1000 block of W 8<sup>th</sup> Street. Two men allegedly shot each other over a possible lady who they were both acquainted with. One of the men later died at the hospital. The case has been investigated and forwarded to a grand jury for review for possible charges.

On 09/28/21, we had a home invasion in the 1800 block of N Ave Q. Unknown suspects forced their way into the residence and assaulted the homeowner and stole several items. The case is being investigated by detectives.

Pam Morris, our Property and Evidence clerk for over 19 years retired as of October 1. Pam will be missed. We are thankful for her many years of wonderful service to the citizens of Freeport.

### **Community Events:**

The police department participated in the Kids Fest Event. We had our classic 1951 Shoebox Ford Police Car on display and also took time to meet and talk with kids and citizens.



*To Protect, Serve, Model Integrity and Demonstrate Professionalism*

We also participated in the annual Billfish Classic Fishing Tournament. We escorted all the participants out in our police boat as part of the start of the tournament.

We also held our first ever back to school Snow Cones with Cops event at the 2<sup>nd</sup> Street Park. We enjoyed snow cones with our Freeport students and wished them a wonderful school year as they got ready to head back into the classroom.

**Employee of the Month:**

On the night of September 13, 2021, Hurricane Nicholas came through Freeport bringing strong winds and heavy rains to our community. At one-point wind speeds were so strong and excessive that officers were forced to stay grounded at the police department for obvious safety reasons. During this time, a call came into Dispatch about a man who was under the Quintana Bridge in a green Ford Explorer who needed help because the river was rising. Without hesitation and risking their own safety, Lieutenant Corey Brinkman and Detective Thomas Slater drove out to the area in rough and dangerous weather and they were able to locate the homeless man needing help. Brinkman and Slater would later comment that it was a “scary situation” when they were driving high above on the Quintana Bridge to get to this man in need of help. They could actually feel their vehicle swaying because of the winds.

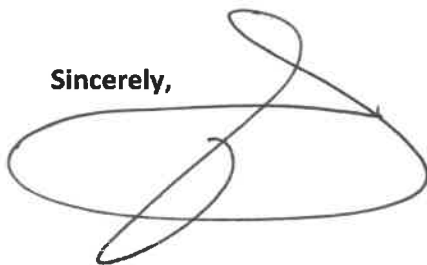
Brinkman and Slater transported the man to the fire station where he was checked out by EMT staff. After being checked out and found to be okay, Lieutenant Brinkman and Detective Slater transported the man to the Rec Center where a shelter had been set up by the City of Freeport to assist those needing a safe place to stay during the hurricane situation.

Lieutenant Brinkman and Detective Slater should be commended for their bravery and heroism for risking their own lives and safety during a hurricane to help and rescue a total stranger. For their act of bravery and heroism, Lieutenant Brinkman and Detective Slater have been selected as the Employees of the Month for September.

**Open Positions:**

One of our Jailers, Elizabeth Taylor, transferred over to the Property and Evidence Clerk position after Pam Morris retired. We will be seeking a replacement for the Jailer position.

**Sincerely,**

A handwritten signature in black ink, appearing to read 'Raymond Garivey', written over a large, loopy oval shape.

**Chief Raymond Garivey**

**Freeport Police Department**

**(979) 415-4187**

# Property/Information Technology/Geographic Information Systems

## Monthly Report

### September 2021

**Property:**

- Lien Calculations/Payoff Preparations/Releases – Collected: \$ 221.42

**Information Technology:**

- Update website
- Setup of new users on network, email and Incode
- Update social media
- Attended 6 Boards/Commissions meetings for setup and broadcast
- Server Upgrade for Incode Building/Code, Utility Billing
- Network Coordination for Incode 10 Building Code
- Add Building/Code staff back on server

**GIS:**

- Update ownership data
- Departmental Map Requests
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests

**Projects:**

- Annual Street illumination Lighting 90%
  - Avenue H have poles installed but wiring needs to be completed
  - Broad Street have poles installed but wiring needs to be completed
  - Bridge Harbor light repair on road to yacht club
- Incode Upgrade 60%
  - Building/Code – Should be complete in the few months
  - Utility Billing – Starting Process of conversion
- Water/Sewer Map Updates: 15%
  - Sending Weekly Maps to Veolia
- Zoning Map 97%
  - Wait for Code Overhaul
- Surplus Auction 90%
  - Creating upcoming auction on website
  - Compiling new list for council approval
- Veterans Day Parade and Activities 30%
  - Monthly Meetings with Involved with BISD and various Veteran organizations
- Marlin Avenue (Bridge Harbor) 5%
  - Renumbering of Addresses for 911 purposes

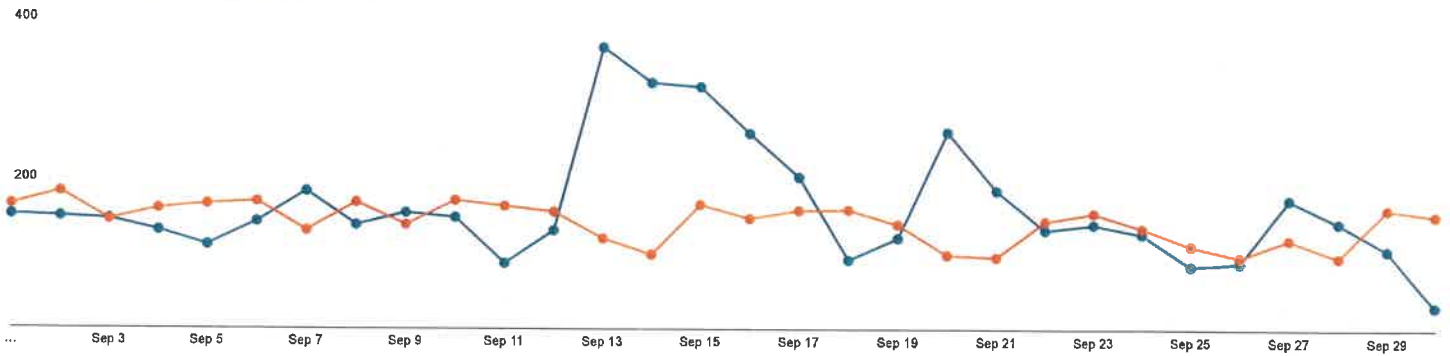
### Active Users

 All Users  
+0.00% Users

Sep 1, 2021 - Sep 30, 2021  
Compare to: Aug 2, 2021 - Aug 31, 2021

#### Active Users

1 Day Active Users     7 Day Active Users     14 Day Active Users     28 Day Active Users



1 Day Active Users

**-79.58%**

29 vs 142

7 Day Active Users

**-12.80%**

647 vs 742

14 Day Active Users

**0.47%**

1,502 vs 1,495

28 Day Active Users

**14.45%**

3,619 vs 3,162



Sep 1, 2021 - Sep 30, 2021	7	0.18%
Aug 2, 2021 - Aug 31, 2021	15	0.44%
<b>% Change</b>	<b>-53.33%</b>	<b>-58.31%</b>
<b>8. es-es</b>		
Sep 1, 2021 - Sep 30, 2021	7	0.18%
Aug 2, 2021 - Aug 31, 2021	9	0.26%
<b>% Change</b>	<b>-22.22%</b>	<b>-30.52%</b>
<b>9. en-ca</b>		
Sep 1, 2021 - Sep 30, 2021	6	0.16%
Aug 2, 2021 - Aug 31, 2021	4	0.12%
<b>% Change</b>	<b>50.00%</b>	<b>34.00%</b>
<b>10. ja</b>		
Sep 1, 2021 - Sep 30, 2021	6	0.16%
Aug 2, 2021 - Aug 31, 2021	3	0.09%
<b>% Change</b>	<b>100.00%</b>	<b>78.67%</b>



### Demographics: Overview

All Users  
+0.00% Users

Sep 1, 2021 - Sep 30, 2021  
Compare to: Aug 2, 2021 - Aug 31, 2021

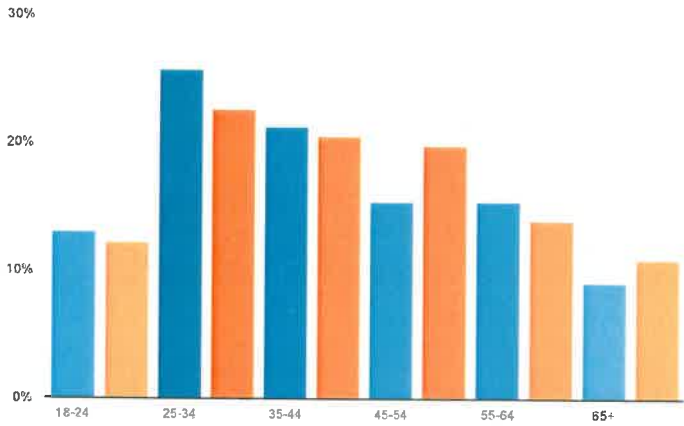
Key Metric:

Age

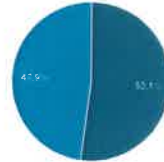
13.32% of total users

Gender

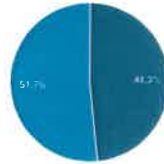
13.92% of total users



■ male ■ female  
Sep 1, 2021 - Sep 30, 2021



Aug 2, 2021 - Aug 31, 2021



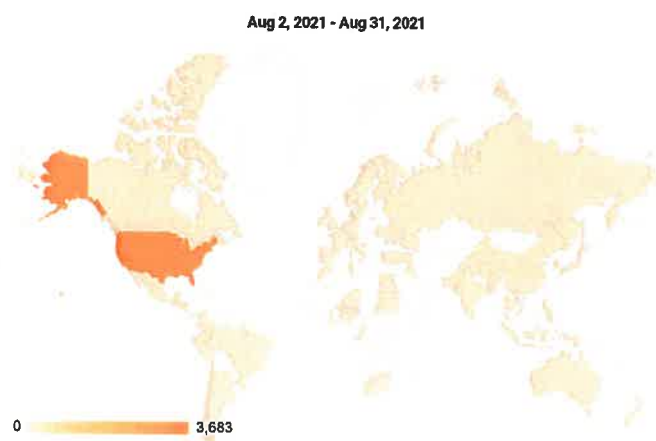
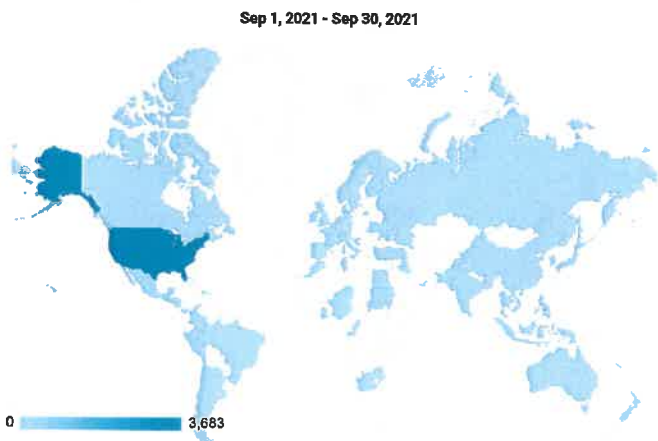
**Location**

**All Users**  
 +0.00% Users

Sep 1, 2021 - Sep 30, 2021  
 Compare to: Aug 2, 2021 - Aug 31, 2021

**Map Overlay**

**Summary**



Country	Acquisition		Behavior			Conversions			
	Users ↓	New Users	Sessions	Bounce Rate	Pages / Session	Avg. Session Duration	Goal Conversion Rate	Goal Completions	Goal Value
	11.89% ↑ <small>3,350 vs 2,441</small>	13.42% ↑ <small>3,541 vs 3,122</small>	15.02% ↑ <small>4,940 vs 4,295</small>	1.26% ↓ <small>61.48% vs 82.51%</small>	2.39% ↑ <small>1.28 vs 1.25</small>	14.68% ↑ <small>00:00:55 vs 00:00:48</small>	0.00% <small>(0.00% vs 0.00%)</small>	0.00% <small>0 vs 0</small>	0.00% <small>\$0.00 vs \$0.00</small>
<b>1. United States</b>									
Sep 1, 2021 - Sep 30, 2021	3,683 <small>(95.66%)</small>	3,376 <small>(95.34%)</small>	4,769 <small>(96.54%)</small>	81.19%	1.29	00:00:56	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 2, 2021 - Aug 31, 2021	3,295 <small>(95.73%)</small>	2,978 <small>(95.39%)</small>	4,141 <small>(96.81%)</small>	82.20%	1.26	00:00:49	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	11.78%	13.36%	15.17%	-1.23%	2.31%	13.97%	0.00%	0.00%	0.00%
<b>2. China</b>									
Sep 1, 2021 - Sep 30, 2021	31 <small>(0.81%)</small>	31 <small>(0.88%)</small>	31 <small>(0.63%)</small>	100.00%	1.00	00:00:00	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 2, 2021 - Aug 31, 2021	15 <small>(0.44%)</small>	15 <small>(0.63%)</small>	15 <small>(0.35%)</small>	93.33%	1.07	00:00:06	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	106.67%	106.67%	106.67%	7.14%	-6.25%	-100.00%	0.00%	0.00%	0.00%
<b>3. India</b>									
Sep 1, 2021 - Sep 30, 2021	20 <small>(0.52%)</small>	20 <small>(0.56%)</small>	21 <small>(0.43%)</small>	80.95%	1.33	00:00:22	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 2, 2021 - Aug 31, 2021	20 <small>(0.58%)</small>	20 <small>(0.54%)</small>	21 <small>(0.49%)</small>	90.48%	1.10	00:01:07	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	0.00%	0.00%	0.00%	-10.53%	21.74%	-66.76%	0.00%	0.00%	0.00%
<b>4. Canada</b>									
Sep 1, 2021 - Sep 30, 2021	18 <small>(0.47%)</small>	18 <small>(0.51%)</small>	19 <small>(0.39%)</small>	89.47%	1.11	00:00:12	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 2, 2021 - Aug 31, 2021	18 <small>(0.52%)</small>	18 <small>(0.38%)</small>	18 <small>(0.42%)</small>	77.78%	1.22	00:00:23	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	0.00%	0.00%	5.56%	15.04%	-9.57%	-49.02%	0.00%	0.00%	0.00%
<b>5. Mexico</b>									
Sep 1, 2021 - Sep 30, 2021	12 <small>(0.31%)</small>	11 <small>(0.31%)</small>	13 <small>(0.26%)</small>	92.31%	1.15	00:00:38	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 2, 2021 - Aug 31, 2021	17 <small>(0.49%)</small>	15 <small>(0.48%)</small>	17 <small>(0.40%)</small>	88.24%	1.12	00:00:05	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	-29.41%	-26.67%	-23.53%	4.62%	3.24%	614.20%	0.00%	0.00%	0.00%
<b>6. Philippines</b>									
Sep 1, 2021 - Sep 30, 2021	8 <small>(0.21%)</small>	7 <small>(0.20%)</small>	8 <small>(0.16%)</small>	87.50%	1.12	00:00:13	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
Aug 2, 2021 - Aug 31, 2021	9 <small>(0.26%)</small>	8 <small>(0.26%)</small>	14 <small>(0.33%)</small>	100.00%	1.00	00:00:00	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>
% Change	-11.11%	-12.50%	-42.86%	-12.50%	12.50%	=%	0.00%	0.00%	0.00%
<b>7. Nigeria</b>									
Sep 1, 2021 - Sep 30, 2021	7 <small>(0.18%)</small>	7 <small>(0.20%)</small>	7 <small>(0.14%)</small>	85.71%	1.43	00:01:53	0.00%	0 <small>(0.00%)</small>	\$0.00 <small>(0.00%)</small>

Your Intercept X Advanced with XDR will expire in 23 days.



# Endpoint Protection Summary

Laura Tolar  
City of Freeport · Super Admin

📅 Aug 31 - Sep 30

## 📄 Overview

### Highlights

🛡️ 2  
Total threats blocked

🔒 24  
Total assets protected

🚫 623  
Websites blocked and warned

### Users and Devices

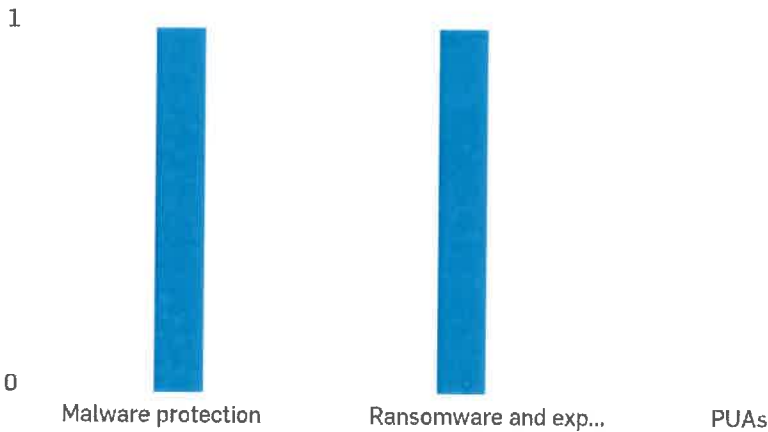
👤 26  
Users protected

💻 22  
Computers protected

🖥️ 2  
Servers protected

## 🚨 Threats

### Top 3 threat types blocked

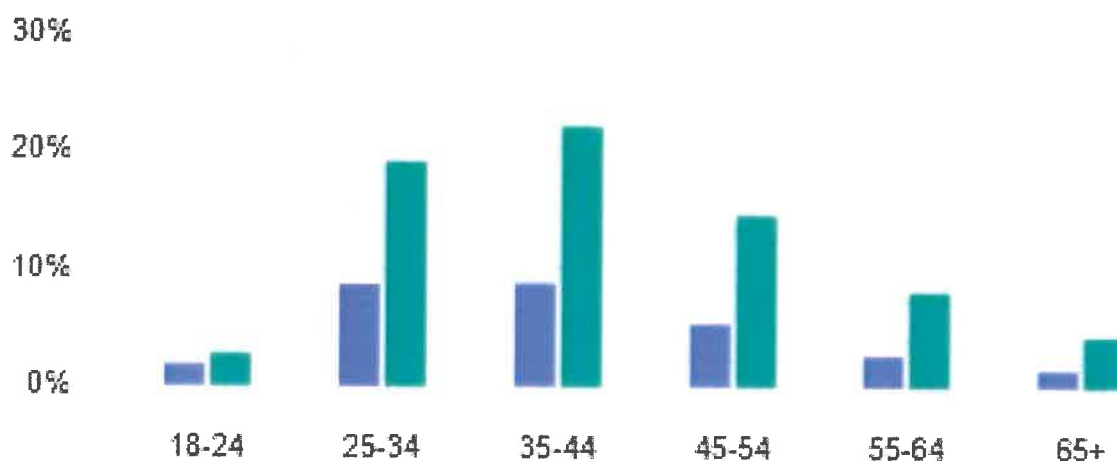


## 📈 Trends

# Audience

## Age and Gender

- Men 29.00%
- Women 71.00%



## Location

Cities

Countries

Freeport, TX	1,692
Lake Jackson, TX	1,286
Houston, TX	1,192
Angleton, TX	686
Clute, TX	425

## Page Overview

[See More Insights](#)

Followers: 10,688

Last 28 days

 Post Reach

**39,862**

 Post Engagement

**7,054**

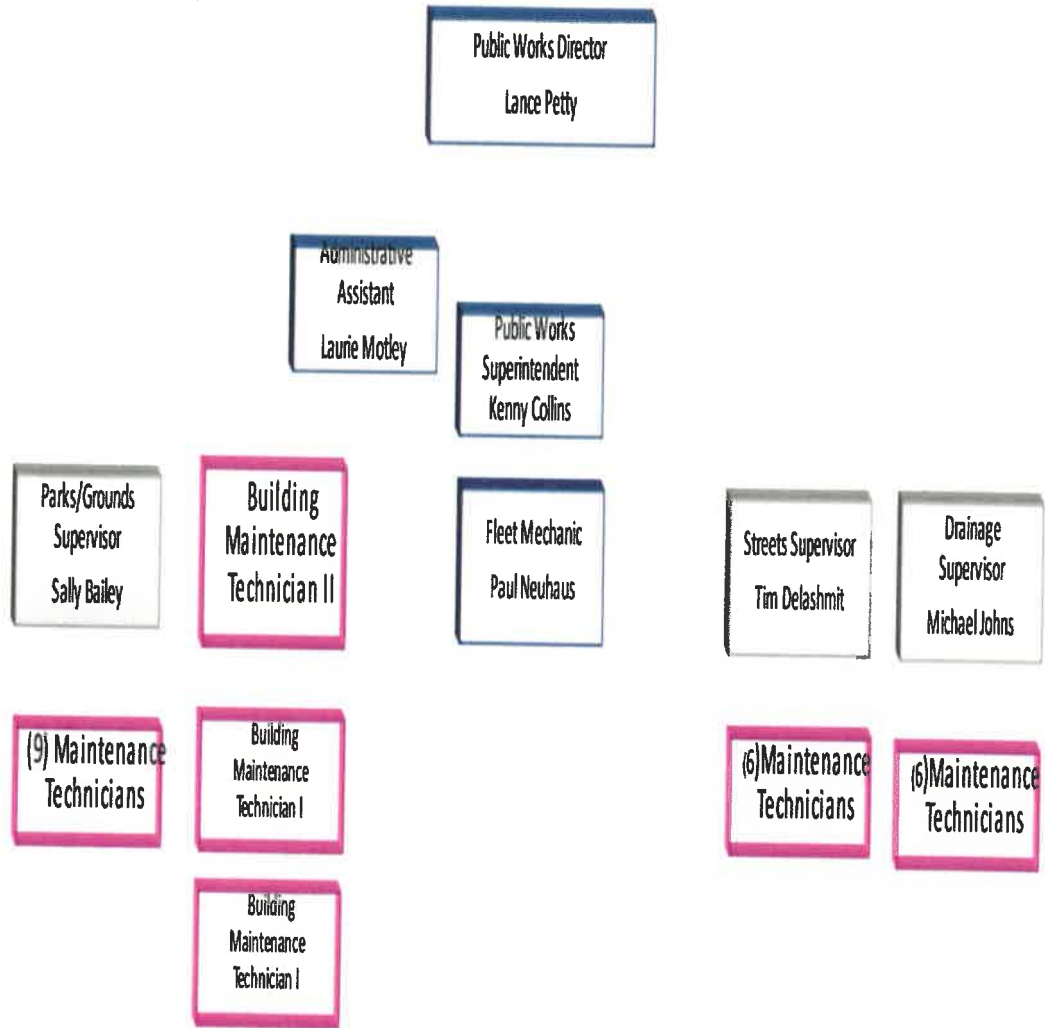
 New Followers

**156**

# PUBLIC WORKS MONTHLY REPORT OCTOBER 2021

City of Freeport

# ORGANIZATION CHART





# Key Activities

## **Parks / Grounds Division**

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

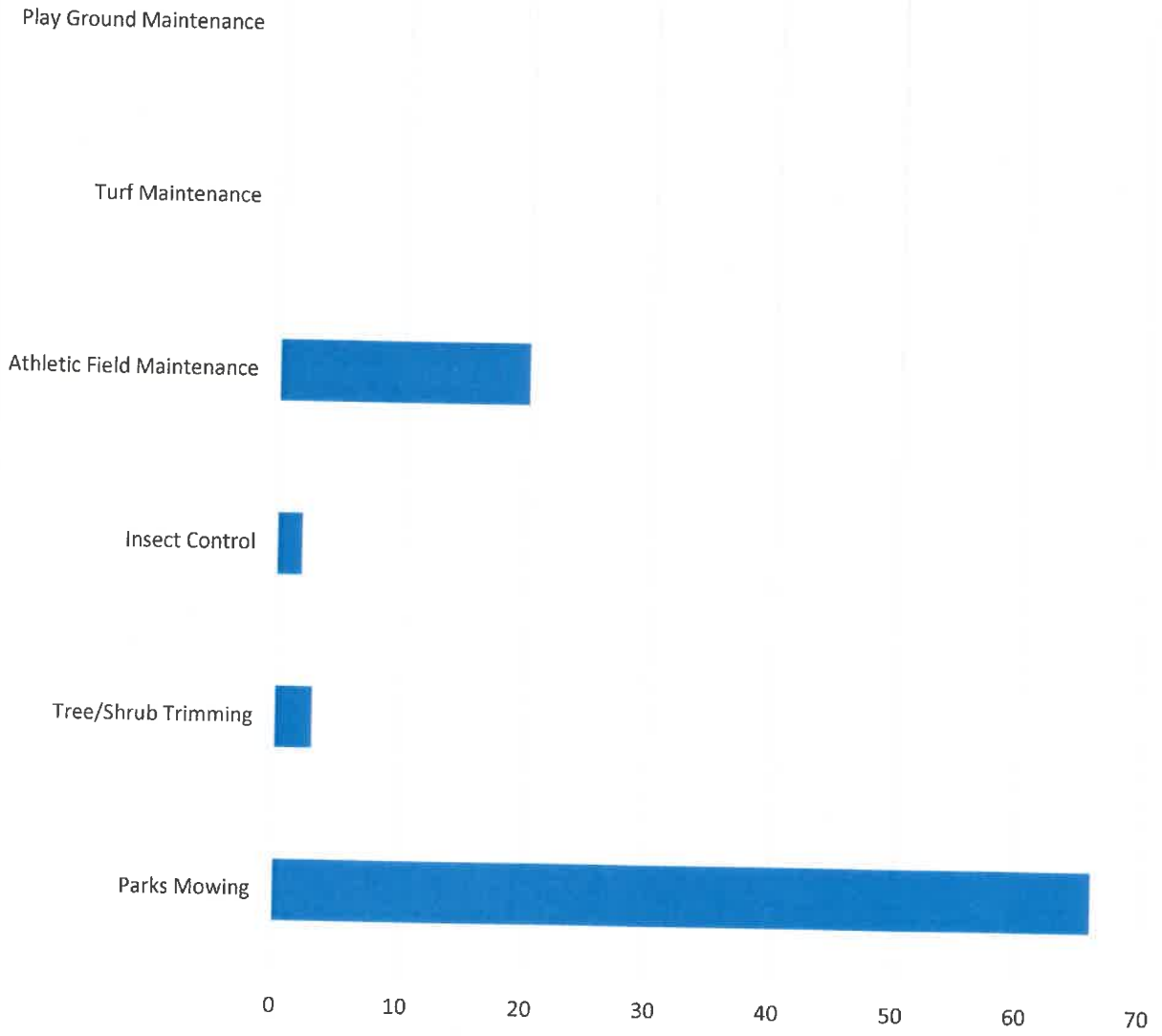
### Activities this month:

1. Mow and Landscape (9) City Parks weekly
2. Mow, and drag (5) youth baseball/softball fields daily
3. Mow football and soccer fields weekly
4. Mow big lots weekly
5. Mow landing weekly
6. Mow and landscape around (6) city buildings weekly
7. Litter control city right-of-way's weekly
8. Litter control (2) beaches daily
9. Clean and sanitize public restrooms at (2) parks daily
10. Weed and maintain flower beds city wide

### Key highlights this month:

1. Prepare site for palm tree removal at FS1
2. Remove dead shrubs from around Veterans Memorial
3. Storm cleanup tree removals from city Parks
4. Prepare and set up facilities for rentals

# Parks



# Key Activities

## **Building Maintenance Division**

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

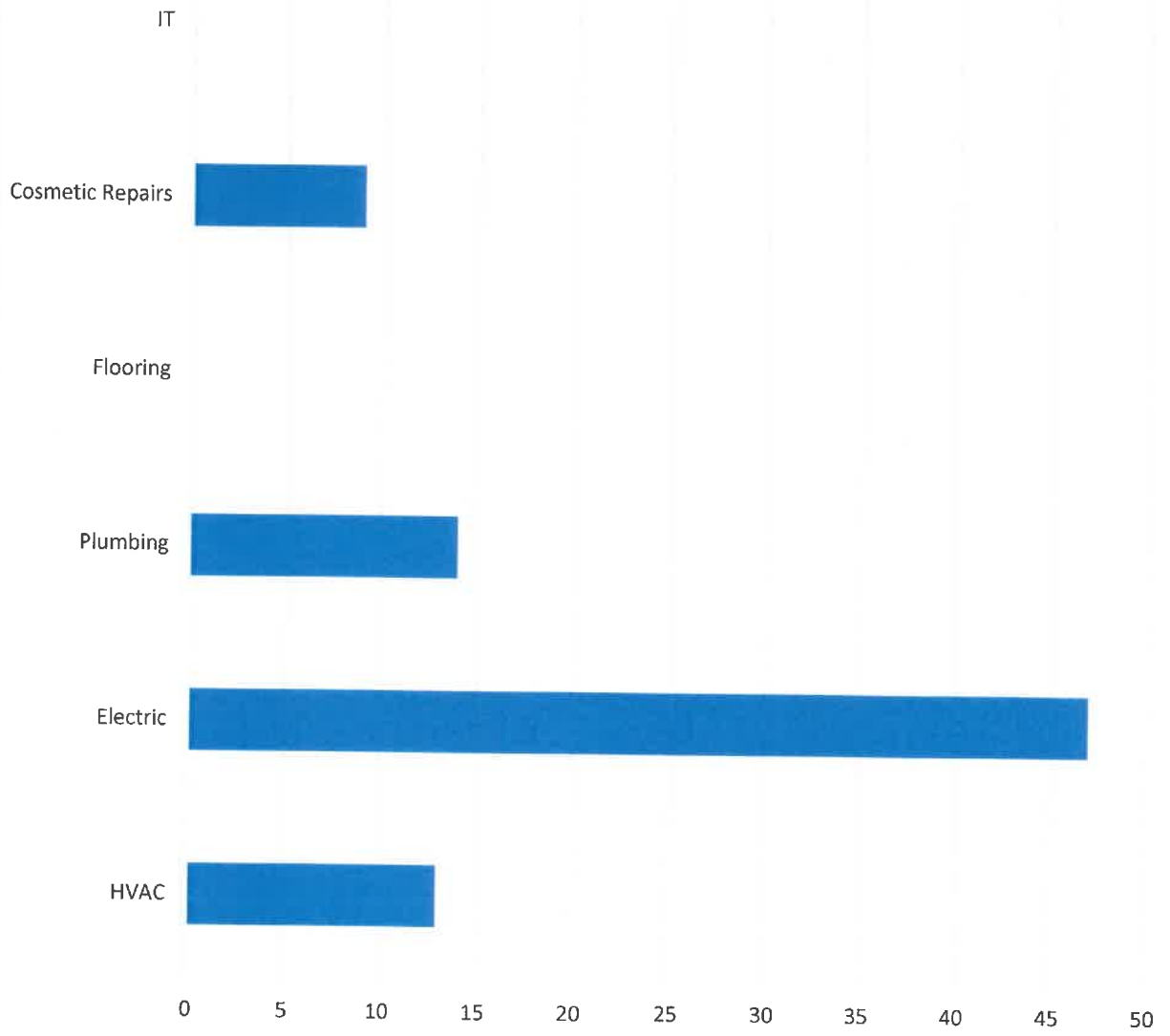
### Activities this month:

1. Finish mounting fishing lights at Riverplace
2. PD – repair gate key pad
3. City Wide – Replace all Flags torn from storm
4. Library – Repair fire alarm panel
5. Museum – Install cedar post on wall
6. PD – plumbing repair
7. Museum – Repair drywall and paint
8. Museum – Install gutters on back of building
9. Memorial Park – clean fountains
10. City Hall – repair control board on 2<sup>nd</sup> floor for exit lighting
11. Riverplace – repair all Fire Marshall repair list
12. Riverplace – repair ice maker
13. City Hall – repair A/C on 3<sup>rd</sup> floor
14. Make electrical disconnects from storm

### Key highlights this month:

1. Preventative maintenance on chiller at PD
2. Preventative maintenance on chiller at City Hall
3. Repair chiller at City Hall

# Building Maintenance



# Key Activities

## **Streets Division**

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

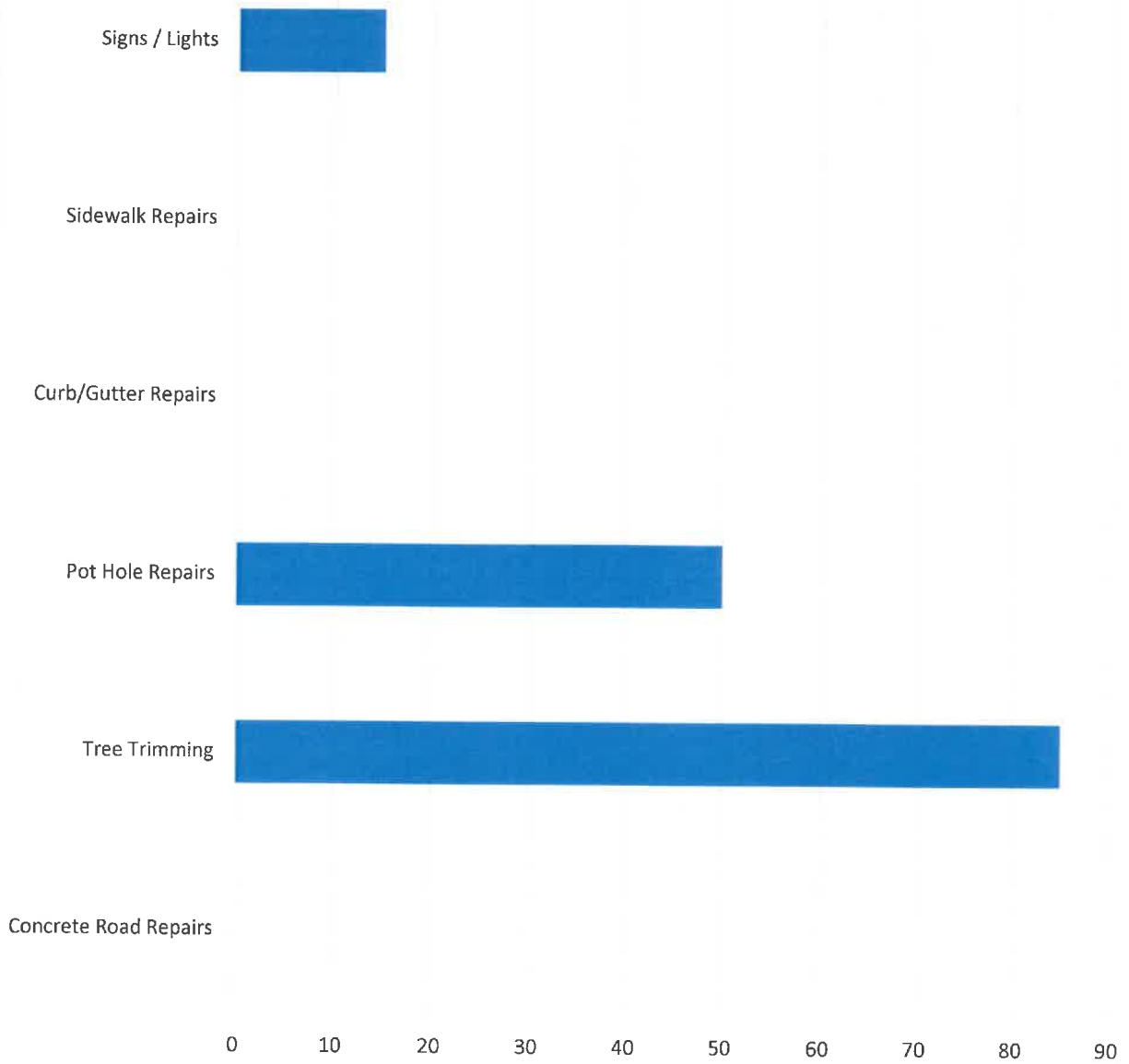
### Activities this month:

1. Patch pot holes citywide
2. Traffic Control for county interlocal roads
3. Trim trees City wide
4. City Wide – set out By Pass pumps
5. Repair signage from storm
6. Operate dozer and maintain site for contract storm removal

### Key highlights this month:

1. Trimming trees off city ROW

## Streets



# Key Activities

## **Drainage Division**

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

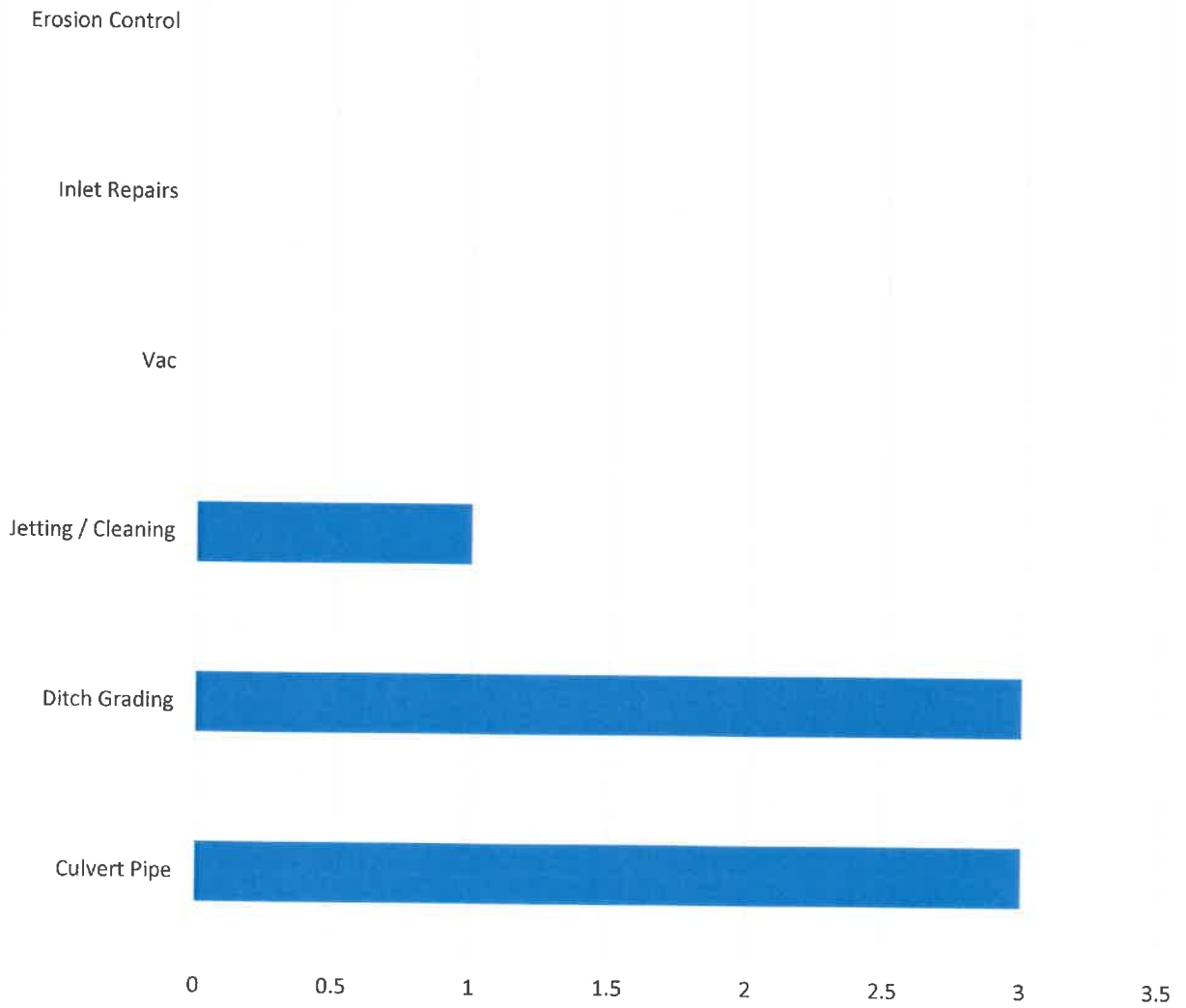
### Activities this month:

1. Mow and weed eat all quadrants
2. Holly/8<sup>th</sup> – clean culvert piping
3. Weed control all Quadrants
4. 501 S. Ave G – re set 2 culvert pipes
5. Apply weed killer to drainage areas
6. Preventative maintenance on storm water pump stations
7. 501 S. Ave G – clean 100ft of ditch
8. Clean citywide storm drain inlets
9. Pecan/4<sup>th</sup> – grade ditch and install culverts
10. Street sweep all quadrants
11. Install Stop lines at Velasco/2<sup>nd</sup> street

### Key highlights this month:

1. Spray all quadrants for Mosquitos (3) times per week
2. Cleanup from storm

# Drainage

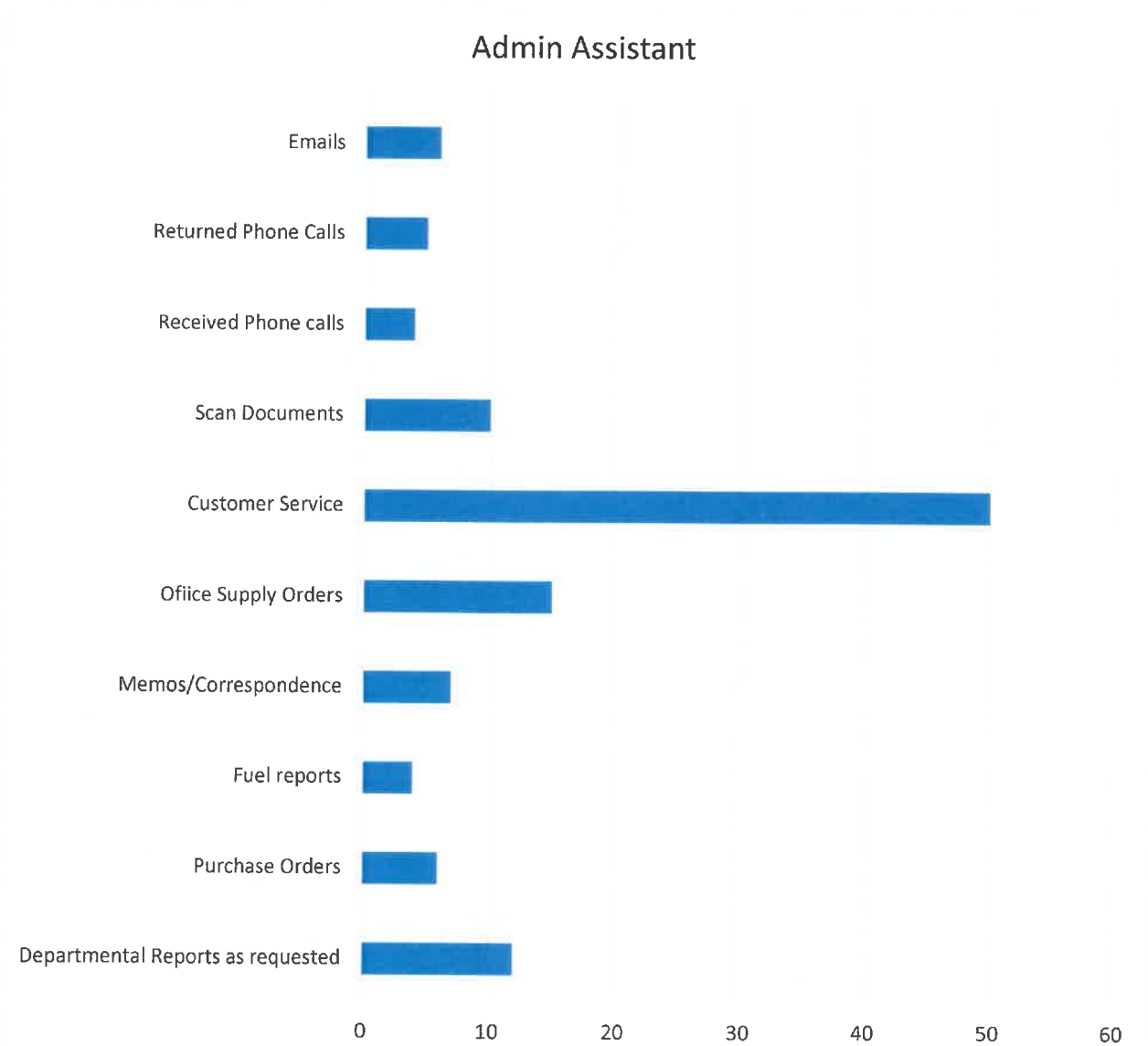




# Key Activities

## Administration

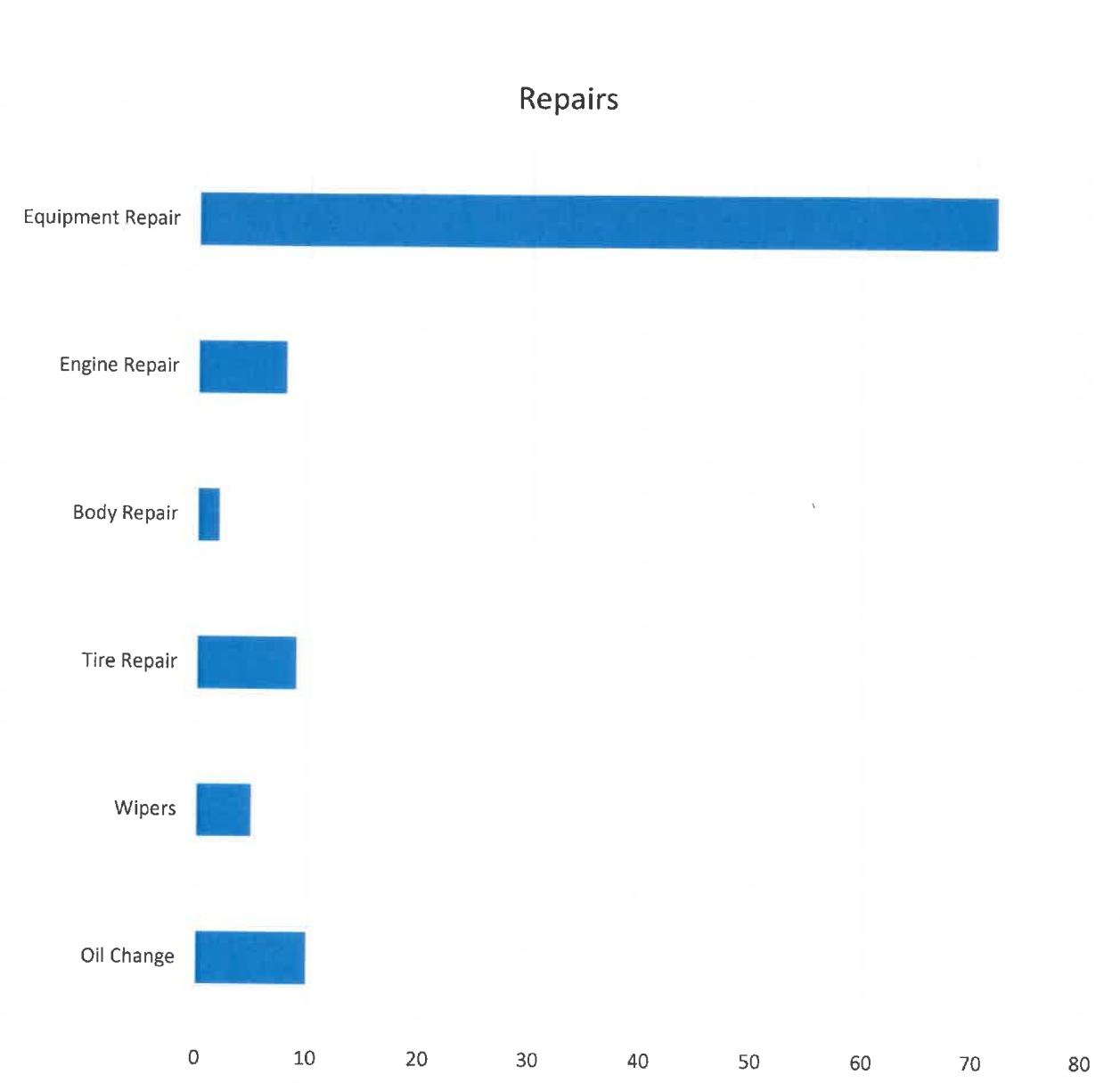
Under the direction of the Director of Public Works, this position is responsible for all customer service and administrative work for the department



# Key Activities

## Fleet Maintenance

Under the direction of the Director of Public Works, this division is responsible for all repairs and maintenance of the city's Fleet



# Key Activities

## **Facilities**

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's Facilities, building grounds and open spaces.

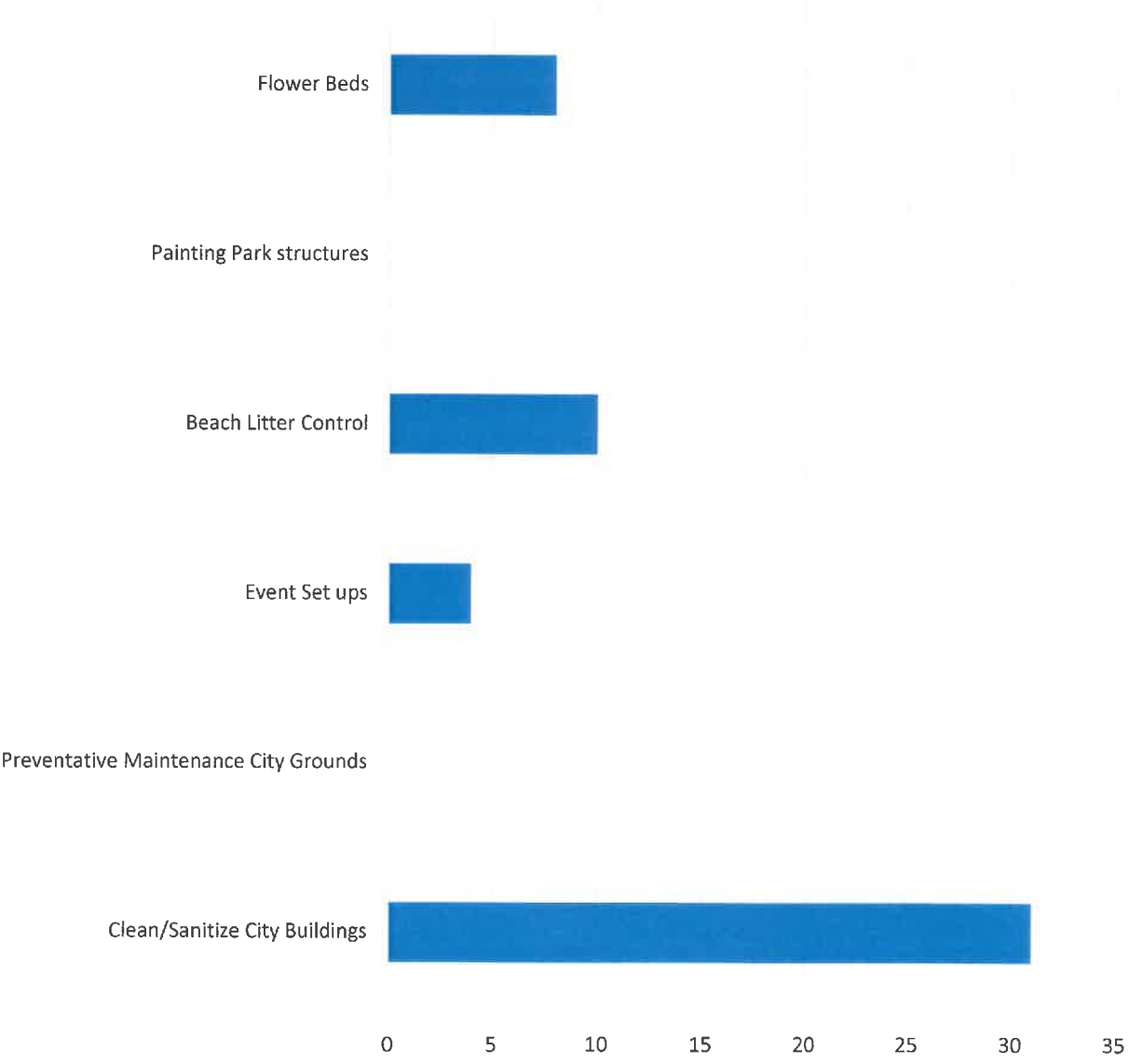
### Activities this month:

1. Museum – flower bed maintenance
2. Pixie House – flower bed maintenance
3. City Wide – trim palms
4. Riverplace – flower bed maintenance
5. City Hall – flower bed maintenance
6. PD – flower bed maintenance
7. Velasco House – flower bed maintenance
8. Bryan Beach – litter control
9. Surfside Beach – litter control

### Key highlights this month:

1. Facility clean/set up rentals
2. Litter Control city wide
3. Clean and sanitize all city facilities

# Facilities



## Projects:

1. Stop marking – Velasco/Ave A in progress
2. Tree trimming – public works crews are continuing to trim trees city wide
3. Storm water pump station electrical upgrade – project completion week of October 18th
4. County interlocal roads – Freeport is 85% complete, Bridge Harbor 10% complete
5. Ave A pump station pump – pump rebuild and install complete the week of October 25th
6. Storm water bypass pumps are in place at Ave A pump station and Velasco/Mystery Harbor
7. Ave A / Velasco lighting – working
8. Concrete bid roads – 90% plan completion
9. Continue to work on a Sidewalk replacement plan for the City.
10. Public Works building – bid packet ready the week of the 18<sup>th</sup>
11. Landing repairs – receiving quotes
12. Ordered public works trucks
13. Ordered Jet trailer/Vac trailer – 10 week delivery
14. Completed preliminary schedule for interlocal roads 2021/2022
15. Soccer field lighting – submitted work order to centerpointe for new service