



City of Freeport
Meeting and/or Executive Session Agenda

This meeting will be live streamed via YouTube Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas> or by visiting <https://www.youtube.com/@cityoffreeporttx8375/streams>

Monday, November 17, 2025, 6:00 PM | Council Chamber | 430 North Brazosport Blvd. , Freeport, Texas 77541

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Freeport City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Freeport City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that cell phones be turned off or set to vibrate. Members of the audience are requested to step outside to conduct a phone conversation. The Council Chamber is wheelchair accessible and special parking is available outside the building. If special accommodation is required, please contact the City Secretary a minimum of 72 hours in advance at 979-233-3526.

1: Call to Order:

- 1A. Call to Order - Jerry Cain, Mayor
- 1B. Invocation - Councilman
- 1C. Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.
- 1D. Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

2: Consent Agenda:

All items listed are part of the Consent Agenda. Public Hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

- 2A. Action regarding Minutes, November 3, 2025-Clarisa Fernandez, City Secretary
- 2B. Approval of Road Closures for Christmas on Main, Saturday, December 6, 2025, from 12:00 PM- 10:00 PM-Main Street Coordinator, Maria Lopez
- 2C. Action approving Monthly Financial Report through October 31, 2025- Ashlee Hurst, Finance Director

- 2D. Action approving road closures for the MLK, Jr. Parade on January 19, 2026-Jennifer Howell, Police Chief/Assistant City Manager

3: Proclamations - Presentations and Updates

3A. Upcoming Events-

Merry Museum Christmas, Freeport Historical Museum, November 29, 11:00AM-3:00P.M.
Holiday on the Brazos, Freeport Municipal Park, December 5, 6:00P.M.-9:00P.M.
Blue Santa Pancake Breakfast, Freeport RiverPlace, December 6, 8:00A.M.-11:00A.M.
Christmas on Main, Historic Downtown, December 6, 4:00P.M.-8:00P.M.
Senior Citizens Christmas Party, RiverPlace, December 15, 10:00A.M.-12:00P.M.

4: Business

- 4A. Consideration and possible action approving Resolution No. 2025-2995 appointing a member to the Historical Commission and Main Street Advisory Board.(Maria Lopez)
- 4B. Consideration and possible action approving Ordinance No. 2025-2751 approval of Slaughter Road Generator.(Rudy Ragle)
- 4C. Consideration and possible action approving Ordinance No. 2025-2752 canvassing the results and declaring the results of the November 4, 2025, Special Election.(Dan Pennington)
- 4D. Consideration and possible action approving Resolution No. 2025-2996 appointing a candidate for the Board of Directors of the Brazoria County Appraisal District.(Dan Pennington)
- 4E. Consideration and possible action approving Resolution No. 2025-2997 appointing a member to the Senior Citizens Commission.(Dan Pennington)
- 4F. Consideration and possible action approval of EDC Funding Project – Water Line Valve Installation Project.(Dan Pennington)
- 4G. Consideration and possible acting approving Ordinance No. 2025-2753 approval of DWSRF Abridged Application for TWDB.(Dan Pennington)
- 4H. Consideration and possible action approving Ordinance No. 2025-2754 approval of CWSRF Abridged Application to TWDB.(Dan Pennington)
- 4I. Consideration and possible action approving Resolution No. 2025-2998 amending the Purchasing Policy.(Ashlee Hurst)
- 4J. Consideration and possible action to approve Resolution No. 2025-2999 authorizing the police department to submit for Bullet-Resistant Components grant and approving the city manager as the authorized official.(Chief Jennifer Howell)
- 4K. Consideration and possible action to approve the Chief of Police to enter into updated MOU with the Texas Department of Public Safety.(Chief Jennifer Howell)
- 4L. Consideration and possible action approving Ordinance No. 2025-2755 establishing written procedures to consider Ethics Complaints.(Christopher Duncan)

5: Work Session

The City Council may deliberate and make inquiry into any item specifically listed as a Subsection under the itemized Sections A-F below, an item appearing on the City Council agenda for this meeting, on matters related to community events, or on matters that are not within the jurisdiction of the City for consideration by City Council. The City Council may not deliberate on any City matters not specifically disclosed under this Work Session or on this posted City Council Meeting agenda. City Council members and the Mayor always reserve the right to request that a matter be placed on a future agenda for consideration.

- A. Councilman Pena Ward A announcements and comments.
- B. Councilman Davis Ward B announcements and comments.
- C. Councilman Matamoros Ward C announcements and comments.
- D. Councilman Rossow Ward D announcements and comments.
- E. Mayor Jerry Cain announcements and comments.
- F. City Manager announcements and comments.

6: Executive Session

The City Council may take action on any Executive Session item posted. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legal posted agenda item, when the City Council seeks advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

- 6A. Closed Executive Session as authorized by the Texas Open Meetings Act: A.) Section 551.071 Consultation with Attorney; B.) Section 551.072 Deliberation Regarding Real Property; and C.) Section 551.087 Deliberation Regarding Economic Development Negotiations including the following items: 1.) 21 acre Skinner Street Project 2. Development Agreement with Skymark et al. D.) Section 551.074 Personnel Matters 1.) Negotiate and Discuss City Attorney contract.

7: Reconvene into Open Session:

- 7A. Take any action resulting from Executive Session.

8: Adjournment

- 8A. Adjournment – Jerry Cain, Mayor

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).

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the front door of the City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport Texas, 3 business days prior to meeting in accordance with Open Meetings Act.



Clarisa Fernandez,
City Secretary, City of Freeport, Texas



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, November 3, 2025 at 6:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd. , Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Jerry Cain
- Councilman Jeff Pena
- Councilman Jarvis Davis
- Councilman George Matamoros
- Councilman Winston Rossow

Staff:

- Dan Pennington, Interim City Manager
- Jennifer Howell, Police Chief/Assistant City Manager
- Chris Duncan, City Attorney
- Clarisa Fernandez, City Secretary
- Ashlee Hurst Finance Director
- Toby Cohen, IT Director
- Donna Fisher, Human Resource Director
- Rudy Ragle, Public Works Director
- Chris Motley, Fire Chief
- Corey Brinkman, Police Captain
- Loretta Cady, Museum Programs Coordinator

Visitors:

David McGinty	Erich Hayes
Brenda Laird	James Saccommano
Kenneth Hayes	Thomas Koole
Con McCleester	Sam Reyna
Diane McCleester	Damarcus Rollerson
Manning Rollerson	Margaret Bachman
Patti Richardson	Ron Bachman

Call to Order:

Call to Order - Jerry Cain, Mayor

Mayor Cain called the regular scheduled meeting of the Freeport City Council to order at 6:01P.M. On November 3, 2025, declaring a quorum was present

Invocation - Councilman

Councilman Rossow led the Invocation.

Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.

Councilman Rossow led the Pledge of Allegiance to the United States and the Pledge of Allegiance to the State of Texas.

Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City

Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

Manning Rollerson resides in Freeport. He began by thanking God for the day and stated that it was a good day a day when many people in this country do not have to starve. He said the country has reached a point where so-called Christianity and prayer have failed through governance and through the so called church in America, while people continue to suffer. He expressed that those in leadership are the same people spreading hate, forgetting the hungry, the homeless, the poor, and the strangers that Corinthians speaks about. Mr. Rollerson stated that national problems are local problems because they start at the community level. He said Freeport did not get into its current condition overnight, noting that at 63 years old, he has seen many years of governance by people who claim to have morals and faith yet make judgments that harm rather than help. He questioned what the “greater good” has been for the City of Freeport over the past 57 years, explaining that he has lived here, raised five children, has 27 grandchildren, and recently welcomed a great-grandchild. He asked what Freeport has done to make life better for all citizens, saying he often hears complaints but sees little change. He stated that the City lacks strong communities and that residents are still voting on projects that were promised decades ago but never delivered. He said many promises have gone unfulfilled and that while the City has been quick to give away its assets to industry for growth, Freeport itself has not grown. Mr. Rollerson recalled being five years old when promises were made to buy back land for urban development, but he said no subdivisions have been built and those commitments were never kept. He criticized the City for continuing to make decisions that benefit industries without ensuring that those industries invest directly in the community. He specifically mentioned Lloyd’s of London Maritime and insurance companies that insure Freeport LNG, saying they should be required to push contingency funds into the community. He stated that he plans to send a letter to Lloyd’s of London and others ensuring Freeport LNG, noting that he recently learned of contingencies involving every citizen in the City. He questioned why the City and the Port of Freeport had not required the companies to fulfill those obligations or compensate citizens living in what he described as a toxically poisonous community. He asked why City leaders had not done more to protect residents. Mr. Rollerson said prayers were just done for safety of the community, but he questioned how that could be effective when City decisions are harmful rather than helpful. He stated that Freeport has not grown in 57 years and that the City continues to make excuses and empty promises. He said that no promises have been kept by leadership, naming Walker Royalty and Jason Wong, and that despite this, developers continue to seek rezonings.

Thomas Koole addressed the Council regarding the stop sign at Fourth Street and Pecan Street. He stated that nothing has been done about the issue. Mr. Koole explained that Fourth Street spans six blocks from Holly Street to Velasco Boulevard, with Pecan Street in the middle, and that there have been 95 citations issued on that street and 23 crashes at that intersection in the last ten years. He expressed frustration that only two tickets had been issued for drivers failing to stop at the sign and said something needed to be done. Mr. Koole stated that he could not address the problem alone and asked residents and community members to support him, including those watching online. He said that after his first appearance before Council, there were two officers patrolling the intersection the next morning. He spoke with one of the officers, who told him he was right and that there was indeed a problem at that location. The officer reportedly said that he himself was nearly struck by a vehicle that same morning. Mr. Koole urged citizens to back him up, saying, let’s do something. He said that he had been told twice and practically laughed at for bringing up the issue, which he took as an insult. He stated that he expects an apology and questioned how anyone could laugh when they are talking about human lives here, people’s wellness, especially the kids. He shared that he has personally witnessed three accidents at that intersection in the last seven years, describing them as nothing nice and recalling the loud crashes, car parts flying, and vehicles landing yards away. He said six vehicles had to be towed from those incidents and that children were inside those vehicles. He thanked God that no one was seriously hurt but warned that something is going to happen for sure. Mr. Koole told the Council

that he hoped they would not have that burden on their chest when it does, emphasizing that he has repeatedly raised the issue. He again asked residents to support his call for action and said that if the City cares about its citizens, residents, and those traveling through town, something needs to be done. He stated that traffic on Fourth Street moves too fast, with many drivers running the stop sign left and right. He acknowledged that officers cannot be at the intersection 24/7 but urged the Council to find a solution.

Sam Reyna introduced himself and stated that he resides at 2002 North Avenue G. He began by agreeing with Councilman Pena's proposal to implement the use of gun and metal detectors for all visitors and officials attending Council meetings. Mr. Reyna said the City should adopt the same system of rules that govern courtrooms and other formal chambers, not only using detectors, but also including audio recorders to capture all transactions before and after Council meetings, as well as enforcing a code of conduct requiring the removal of hats when entering the chamber. He acknowledged that he himself had previously entered with a cap on, apologized for it, and promised it would not happen again. Mr. Reyna stated that the request to place Item 6O on the agenda was made by Councilman Pena in response to repeated verbal and physical threats allegedly made by George Matamoras toward residents, City contractors, a Council member from Ward B, and the Mayor Pro Tem. He said he believed Councilman Pena had the names and addresses of those residents and contractors and should forward that information to the rest of the Council and the City Manager. Mr. Reyna then stated that if anyone was guilty of verbal attacks and physical threats, it was Councilman Pena and Councilman Davis. He mentioned that Cathy Ezell had a lawsuit against the City for that reason. He alleged that Councilman Davis had threatened former City Manager Lance Petty after disputing a water bill, claiming he had not used that much water and requesting that the meter be reread. Mr. Reyna said the result was the same, but Mr. Petty wrote it up as nonpayment and waived late fees. He further stated that this had occurred numerous times and that Mr. Petty continued to record the bills as nonpayment without late fees because he felt threatened by Councilman Davis. Mr. Reyna also alleged that Councilman Davis made a police officer feel threatened when he called and suggested the officer vote a certain way during Chief Howell's situation, saying two officers were present when that call was made. Mr. Reyna stated that such conduct was a violation of the City Charter, Section 3.08, and grounds for recall, adding that if Councilman Davis wished to speak with any City employee, he must do so through the City Manager rather than on his own. He went on to describe Councilman Matamoras as a threat—a threat against Councilman Davis and Councilman Pena's conspiracy, stating that the two would attempt to discredit Councilman Matamoras at every opportunity. Mr. Reyna concluded by saying, "We need to stand beside Councilman Matamoras." He thanked Mr. Pennington for putting up the doors at City Hall stating it keeps all Council members and citizens that have no business roaming the hallways.

Consent Agenda:

Action regarding Minutes, October 20, 2025-Clarisa Fernandez, City Secretary

Action approving Ordinance No. 2025-2750, authorizing Budget Amendment #1 as approved October 20th, 2025-Ashlee Hurst, Finance Director

Action approving the payment to Central Square of the annual renewal of services for the Police Department-Jennifer Howell, Police Chief

A motion was made by Councilman Matamoras to approve the Consent Agenda as presented, seconded by Councilman Davis with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Pena was not present for this motion.

Proclamations - Presentations and Updates

Employee Recognitions –CPL Lorena Huerta, Officer Steven Early, Officer Julian Gonzalez and Officer Tyler MacAllister, Freeport Police Department-Dan Pennington, Interim City Manager

Police Chief Jennifer Howell presented Employee of the Month for the Month of September 2025 to CPL Lorena Huerta, Officer Steven Early, Officer Julian Gonzalez and Officer Tyler MacAllister.

Presentation by members of Kimley Horn on Impact Fees.

Kimley Horn representatives Stephen Kelly and Ben Plett presented the attached presentation titled "Exhibit A".

Presentation-Hurricane Beryl Financial Update-Ashlee Hurst, Finance Director

Finance Director Ashlee Hurst presented the attached presentation titled "Exhibit B".

Upcoming Events -

Senior Bingo, RiverPlace, November 17, 10:00A.M.-12:00P.M.

Merry Museum Christmas, Freeport Historical Museum, November 29, 11:00AM-2:00P.M.

Holiday on the Brazos, Freeport Municipal Park, December 5, 6:00P.M.-9:00P.M.

Blue Santa Pancake Breakfast, Freeport RiverPlace, December 6, 8:00A.M.-11:00A.M.

Christmas on Main, Historic Downtown, December 6, 4:00P.M.-8:00P.M.

Senior Citizens Christmas Party, RiverPlace, December 15, 10:00A.M.-12:00P.M.

Interim City Manager Dan Pennington gave updates on upcoming events.

Executive Session

Executive Session regarding: Texas Government Code, Section 551.074 (Personnel Matters) 1.) Interview of City Attorney Applicant (Mark Swaim).

The Regular Session closed at 7:25P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

The Executive Session ended at 9:31P.M. and the Council went back into Regular Session.

A motion was made by Councilman Matamoros to authorize the Interim City Manager to negotiate a preliminary contract with Mark Swaim for the City of Freeport Attorney position, seconded by Mayor Cain with all present and voting "Aye" 2-3. The motion failed. Councilman Pena voted "Nay". Councilman Davis voted "Nay". Councilman Rossow voted "Nay".

A motion was made by Councilman Davis to hire Chris Duncan as City Attorney, seconded by Councilman Rossow with all present and voting "Aye" 3-2. The Council approved the motion. Mayor Cain voted "Nay". Councilman Matamoros voted "Nay".

Business

Consideration and possible action approving Resolution No. 2025-2984 appointing a member to the Historical Commission and Main Street Advisory Board.

A motion was made by Mayor Cain to table agenda item 6A, seconded by Councilman Matamoros with all present and voting "Aye" 5-0. The Council unanimously approved the motion to table this item.

Consideration and possible action approving Resolution No. 2025-2985 of Revised Leave Donation (Sick Leave Pool) Policy – Section 8.14.

Human Resources Director Donna Fisher presented proposed revisions to the Sick Leave Pool and Leave Donation Policy. She explained that the changes are intended to incentivize employees to donate sick leave to the City's shared leave pool. Under the proposal, for every 25 hours of sick leave donated, an employee would receive four hours of vacation time, up to a maximum of 24 hours of vacation per year. Ms. Fisher

noted that several employees currently carry more than 600 hours of sick leave and could easily donate additional hours if given an incentive. The goal of the amendment is to encourage participation and ensure that the pool remains adequately funded. She emphasized that the sick leave pool has been vital for employees facing extended absences due to life-threatening illnesses and that maintaining a healthy balance is important to support those in need. She added that the proposed change originated from an employee suggestion. An employee who had previously donated to the pool recommended offering an incentive to increase participation. Ms. Fisher said she brought the proposed policy forward at the employee's request, believing it would help sustain the program for the benefit of all staff members.

A motion was made by Councilman Rossow to approve Resolution No. 2025-2985 of Revised Leave Donation (Sick Leave Pool) Policy- Section 8.14, seconded by Mayor Cain with discussion that followed.

Human Resources Director Donna Fisher responded to questions regarding the proposed changes to the Sick Leave Pool and Donation Policy. She explained that the policy applies to all full-time city employees who have been employed with the City for at least one year and have donated a minimum of four hours of sick leave to the pool. Eligible employees may draw hours from the pool if they experience a life-threatening illness that requires extended leave. Ms. Fisher clarified that the policy is limited to serious medical conditions and does not cover minor illnesses such as colds or seasonal allergies. She further explained that while pregnancy alone does not qualify as a life-threatening condition, complications of pregnancy may meet the criteria if supported by appropriate medical documentation. Employees seeking to use the pool must provide certification from a physician confirming the nature of the illness or injury. Ms. Fisher noted that some employees have as many as 600 hours of sick leave, and the maximum allowable accrual is 720 hours. She stated that employees who donate sick leave in increments of 25 hours would receive four hours of vacation time in return. In essence, for every 25 hours of sick leave contributed, the employee earns four hours of vacation. Ms. Fisher explained that employees must donate a minimum of four hours of sick leave in order to qualify to participate in the pool. Each year during open enrollment, staff are reminded of the opportunity to donate, and forms are made available for employees to complete for the new year. The annual donations are typically processed on October 1, at which time hours are deducted from the donor's balance and added to the pool. She noted that the proposal was developed during the most recent enrollment period, although the policy revision request was brought forward later due to a busy schedule. Councilman Davis noted that similar donation systems exist in other workplaces, though without an incentive program. Ms. Fisher confirmed that the City's approach is designed to encourage greater participation by offering a modest incentive. Councilman Davis commented that while they personally already donate leave without compensation, they understood the benefit of offering a reward to encourage others to participate. He agreed that receiving four hours of vacation for every 25 hours donated was a fair exchange and a reasonable incentive for employees with large sick leave balances.

Councilman Pena asked Human Resources Director Donna Fisher for clarification regarding the City's sick leave and vacation accrual rates and the potential financial impact of the proposed Sick Leave Pool Incentive Program. Ms. Fisher explained that full-time employees earn 120 hours of sick leave per year, which equates to 4.62 hours per pay period. She noted that some employees have reached the maximum accrual of 720 hours, while others use their time as soon as it is earned, making it difficult to calculate a meaningful average. Ms. Fisher stated that employees receive 80 hours of vacation annually during their first five years of employment, 120 hours between five and fifteen years of service, and 160 hours after fifteen years. Councilman Pena asked whether the additional four hours of vacation granted through the donation incentive would result in a cost to the City. He referenced recent budget adjustments, including bonuses, salary changes, and cost-of-living increases, and expressed concern about understanding the fiscal impact of adding new employee benefits. Using rough estimates, he calculated that if the City's approximately 130 employees each received an average of 4.5 hours of additional vacation time at an average rate of \$20 per hour, the cost could be significant. Ms. Fisher responded that she had not yet calculated the total cost, but emphasized that the policy change was not expected to have a major financial effect. She explained that the

incentive is designed to encourage greater participation in the sick leave pool and would likely be cost-neutral overall, since the donated sick leave and earned vacation time would balance out in practice. Employees would use the vacation time throughout the year rather than receive direct payout, keeping the impact minimal. She also clarified that under IRS regulations, employees cannot donate leave to specific individuals, only to the general pool. Donations occur once per year during open enrollment, and the City has not yet experienced a shortage of hours in the pool, though the intent of the change is to prevent that possibility in the future. Interim City Manager Dan Pennington noted that employees with larger sick leave balances are often long-tenured and higher-paid, while those drawing from the pool tend to be newer employees at lower pay rates, effectively creating a natural balance. Ms. Fisher confirmed that unused sick leave is not paid out when an employee separates from the City.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-1. The Council approved the motion. Councilman Pena voted "Nay". Councilman Matamoros was not present for this motion.

Consideration and possible action approving Resolution No. 2025-2986 revising Section 9.18 – Residency Incentive Program in the Personnel Policy Manual.

Human Resources Director Donna Fisher presented a proposed revision to the Residency Incentive Policy. She explained that the change was made in response to prior comments from Councilman Pena, who had referred to the existing incentive amounts as minimal. The proposed update would increase the residency incentive for home purchases to \$10,000, paid out over five years, and the rental incentive to \$4,000, also distributed over five years. Ms. Fisher stated that the payment schedule would remain the same, with only the incentive amounts being adjusted. She noted that the City has had limited participation in the program to date, with only two employees utilizing the rental incentive, and no recent home purchases qualifying under the policy. Because of this, she said the financial impact is expected to be minimal. Ms. Fisher added that if participation were to increase, the City could accommodate the additional cost through budget amendments.

A motion was made by Councilman Pena to consider the agenda item 6C, seconded by Councilman Davis with discussion that followed.

Councilman Pena commended staff for their efforts in developing the proposed Residency Incentive Policy revisions, noting that the program represents a valuable opportunity to encourage more City employees to live within the Freeport community. He stated that the City offers competitive wages, which should allow employees to both live and enjoy a good quality of life in Freeport. Reviewing the proposed five-year disbursement schedule, Councilman Pena questioned the impact of providing only \$2,000 in the first year, observing that while the amount is helpful, it may not significantly offset closing costs for homebuyers. He referenced local housing data, citing an estimated median home price of approximately \$170,000, and explained that typical buyers face total closing costs of around \$14,000, including both down payment and fees. Councilman Pena suggested that the City consider restructuring the incentive to provide the full \$10,000 payment at closing, rather than spreading it over five years, and securing the City's investment through a tiered lien system. Under such a structure, the lien amount would gradually reduce each year of ownership, ensuring repayment if the employee sold the home or left City employment before the five-year period ended. He emphasized that this approach would make the program more impactful and motivating, especially for employees who might otherwise struggle to afford upfront homeownership costs. He also proposed an alternative option to apply each annual payment directly toward reducing the principal balance of the employee's mortgage, ensuring the funds are used to build long-term equity rather than as general financial assistance. Councilman Pena noted that such a policy would better align the incentive with the City's goal of fostering employee investment and community stability. Councilman Pena reiterated that while the \$10,000 incentive is a strong starting point, its structure could be refined to maximize participation and effectiveness, creating a meaningful benefit that supports both employees and the broader Freeport community. Councilman Pena asked whether the City could reasonably absorb that amount within the budget to support the program on an ongoing basis. City Manager Dan Pennington responded that the proposal appeared doable, but advised caution regarding the idea of securing the incentive with a lien on the

property. He cited potential risks such as environmental contamination or a property becoming a Superfund site and referenced a past incident in Pasadena where a City financed property later became contaminated, resulting in extensive litigation. Mr. Pennington stated he would not recommend a lien structure and instead favored using a written incentive agreement, similar to other City programs. Councilman Pena stated that the concerns raised were primarily caveats and exceptions rather than typical outcomes. He emphasized that the intent and spirit of the program were to encourage homeownership among employees, and that the financial impact to the City would be minimal. Councilman Pena noted that a \$50,000 annual allocation would be a drop in the bucket relative to the City's overall budget and reasonable given the purpose of the incentive. He further clarified that under the proposed structure, the City would hold a second-lien position on any property purchased through the program, ensuring accountability while maintaining flexibility for participating employees. He emphasized that providing the \$10,000 incentive at closing would make the program far more meaningful to employees seeking to buy homes. City Attorney Chris Duncan explained that providing a larger incentive upfront would make the program more immediately valuable to employees and could better assist with home purchases. However, spreading payments over several years would tie the incentive to continued employment and residency, ensuring that employees who benefit from the program remain invested in the community. Mr. Duncan noted that paying the entire amount at closing could risk situations where an employee purchases a home, collects the full incentive, and then leaves employment, turning the property into an investment or rental rather than a primary residence.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Matamoros was not present for this motion.

Consideration and possible action approving Resolution No. 2025-2987 to amend section 9.07, titled "Overtime/Compensatory Time", adding Section 9.07 A "Alternative to Overtime: Flextime".

Human Resources Director Donna Fisher presented revisions to the Compensatory and Flex Time Policy, explaining that the item had been previously tabled to allow for updates and clarifications. Ms. Fisher stated that employees are now encouraged to use accrued compensatory time within six months, as the City does not intend to allow comp time balances to be carried indefinitely. She further explained that the revised policy outlines the use of flex time for both hourly and salaried employees, up to but not including the level of Assistant City Manager. Department Directors utilizing flex time remain subject to call-back duty, meaning that if an urgent situation arises during their scheduled flex period, they are still required to return to work. Ms. Fisher emphasized that department heads and directors are expected to be available at all times, as their roles require continuous operational oversight.

A motion was made by Councilman Pena to approve Resolution No. 2025-2987 to amend section 9.07, titled "Overtime/Compensatory Time", adding Section 9.07 A "Alternative to Overtime: Flextime"., seconded by Councilman Davis with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Matamoros was not present for this motion.

Consideration and possible action approving change Order for Lift Station #1 Relocation.

Public Works Director Rudy Ragle presented the change Order for Lift Station No. 1, recommending approval in coordination with City Engineer Kimley Horn. The change order, in the amount of \$27,315.95, is proposed with Texas Dewatering, the contractor overseeing the relocation project. Mr. Ragle explained that during construction, crews encountered an existing sanitary sewer line that was not identified on any available design plans. The discovery created a conflict that required revisions to the project's scope of work. As a result, the change order was necessary to address unforeseen field conditions and to allow the project to continue without delay. He noted that the original contract for the relocation did not include a contingency for unforeseen conditions. The engineer of record, Kimley-Horn, reviewed and concurred that the additional work was both necessary and appropriate. Mr. Ragle emphasized that approval of the change order will prevent further project delays and ensure that the relocation of Lift Station No. 1 proceeds as planned. The financial impact increases the total project cost by \$27,315.95, with funding available in Fund

25, reallocated from the OA Fleming Street Infrastructure Project, which had a remaining balance of \$1,401,353.97 as of September 13. Mr. Ragle concluded by noting that the conflict boxes being added through this change will help improve system flow and efficiency as part of the relocation design.

Councilman Pena asked for clarification on the location of Lift Station No. 1, inquiring specifically which side of East End it was situated on. Public Works Director Rudy Ragle explained that the station lies along Highway 1495, near Second Street. The discovery caused a conflict with the planned flow line, making it necessary to install conflict boxes to accommodate proper drainage and ensure project completion. Mr. Ragle explained that although several cost-saving adjustments had been made in other parts of the project with the engineer's approval this particular issue required additional funding to proceed. The unrecorded pipe was unexpected and represented one of the few unforeseen field conditions encountered during the relocation project. The existing drainage pipe must pass through the construction area, and the conflict boxes will allow the water flow to remain unobstructed while maintaining system efficiency. Mr. Ragle noted that no party was at fault for the omission, as such discrepancies are not uncommon in older infrastructure projects.

A motion was made by Councilman Pena to approve the change Order for Lift Station #1 Relocation, seconded by Councilman Davis with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Matamoros was not present for this motion.

Consideration and possible action approving Resolution No. 2025-2988 approving a Facility Use and Rental Policy.

Public Works Director Rudy Ragle presented the proposed City Facility Use and Rental Policy for Council consideration. He explained that the policy establishes a clear and equitable framework governing the use of City-owned facilities by Council members, nonprofit organizations, governmental entities, City employees, and the general public use. The goal of the policy is to promote fair access, accountability, and responsible stewardship of municipal properties. Mr. Ragle stated that the proposed policy provides standardized procedures and fee structures for renting and using City facilities. It includes detailed provisions for deposits, refunds, fee reductions, and administrative oversight to ensure consistent application. He noted that currently, the City of Freeport does not have a formally adopted policy regulating facility use. This has led to inconsistent practices and confusion regarding eligibility, rental responsibilities, and staff enforcement. The new policy would address these gaps by creating uniform guidelines that protect City assets and provide staff with a clear operational procedure. Mr. Ragle highlighted several key components of the proposal: Council Member Privileges: Each Council member would be entitled to one complimentary use of a City facility per calendar year. Alternatively, a Council member may sponsor one free event annually on behalf of a nonprofit organization or governmental entity. Unused privileges would not carry over to subsequent years. Nonprofit and Government Entities: Eligible organizations and agencies may rent facilities at a discounted rate, with partial deposit refunds available if the facility is returned in good condition. City Employees: City employees would also be eligible to rent facilities at a discounted rate, subject to the same refund conditions. Residents: Freeport residents presenting a current City water bill would qualify for discounted rental rates. City-Affiliated Athletic Organizations: These organizations would be required to follow standard nonprofit rental procedures, including deposits and fees, for all events beyond their required monthly meetings. Monthly meetings would remain free of charge, provided the organization submits an annual or monthly meeting schedule. Mr. Ragle added that adoption of the policy would establish a consistent, transparent system that balances community access with cost recovery. Facility rental deposits and fees would help offset the expenses of maintenance, cleaning, and wear and tear, while continuing to generate revenue through partial and full rentals.

A motion was made by Councilman Pena to consider this agenda item with a couple of changes.

A motion was made by Councilman Davis to approve Resolution No. 2025-2988 approving a Facility Use and Rental Policy, seconded by Councilman Rossow with discussion that followed.

Councilman Pena asked staff for clarification on the financial impact of the proposed Facility Use and Rental Policy, noting that the packet did not include revenue data for the prior year. He questioned whether the new policy would increase or decrease overall revenue, and whether the proposed changes would help or hurt the City financially. Public Works Director Rudy Ragle explained that the City currently has no formally adopted policy, making it difficult to provide accurate comparative numbers. It was noted that, under prior administrations, some facility uses were granted at no charge, and even cleaning fees were often not collected. The proposed policy would therefore serve as a formal framework and establish a consistent starting point for rentals and fee collections. Interim City Manager Dan Pennington confirmed that informal practices have been followed in the past and that this policy formalizes existing verbal procedures. Councilman Pena expressed concerns about potential giveaways and discounted use of City facilities. He emphasized the importance of starting from a conservative financial baseline, suggesting that the City first adopt a standard rental policy without discounts to measure demand and usage accurately. Once a baseline is established, the City could later introduce discounts or incentives as warranted. Mr. Ragle clarified that facilities are typically booked a year in advance for recurring events, and that employee or council requests are only approved when availability exists.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Matamoros was not present for this motion.

Consideration and possible action approving Resolution No. 2025-2989 amending City Policy 5.22 Cell Phone Usage.

Police Chief Jennifer Howell addressed the Council regarding revisions to a previously enacted policy. She explained that after implementation, conflicts were identified within the policy's provisions that affected certain departmental operations. Chief Howell noted that in the past, draft policies were circulated to all department heads for review and feedback prior to formal adoption to identify any potential conflicts within their respective departments. However, that review process had not occurred with this particular policy, leading to issues after it went into effect. She stated that, after discussions with Human Resources Director Donna Fisher and Interim City Manager Dan Pennington, staff recommended that the policy be revised and resubmitted for review. Chief Howell cited an example involving the Police Department, explaining that while some officers may not always have their body cameras readily available, they occasionally need to record certain situations. The current policy inadvertently limits this flexibility. She clarified that any revisions would continue to prohibit recording in private areas, such as bathrooms and locker rooms, to ensure privacy protections while allowing officers the ability to document incidents appropriately when necessary.

A motion was made by Councilman Pena to approve Resolution No. 2025-2989 amending City Policy 5.22 Cell Phone Usage, seconded by Councilman Davis with discussion that followed.

Mayor Cain asked if this was a citywide policy, not one specific to the Police Department. Police Chief Jennifer Howell emphasized that the policy applies across all City departments.

Councilman Davis asked which departments were affected by the policy revisions. Police Chief Jennifer Howell responded that she had spoken with several department heads to determine whether any conflicts existed under the policy. She noted that no significant conflicts were identified among other departments, as the Police Department is typically the only division that conducts recordings as part of its regular duties. Councilman Davis remarked that other departments should not be recording in general. Mayor Cain expressed his personal discomfort with the use of cell phone recordings by employees. He stated that recordings should be limited to specific law enforcement circumstances, such as pursuing a suspect or documenting an incident, but that otherwise, he did not support general phone recordings within City operations.

Councilman Pena asked for clarification regarding the purpose of the discussion, specifically inquiring whether the issue pertained to the use of recording applications on City devices. He noted that he may have missed part of the earlier conversation while reviewing materials and sought confirmation on what the original policy prohibited. Police Chief Jennifer Howell informed that the previous policy prohibited any type of recording including video, audio, or phone conversations under any circumstances. Councilman Pena stated that, in his view, recordings can be essential for transparency and accountability, emphasizing that recordings had proven invaluable in past situations. He added that, while privacy concerns are understandable, City-issued phones are public tools and should be subject to oversight. Councilman Pena remarked that many other cities already record all City Hall phone communications, noting that such practices are both reasonable and necessary for public safety. He further stated that, given the City's history, recordings serve as both a safety and liability safeguard, similar in importance to recent security measures such as wandering procedures. Councilman Pena questioned under what circumstances the current policy had been brought forward, suggesting that the intent appeared to be corrective rather than restrictive. Interim City Manager Dan Pennington confirmed that the policy was being revisited to resolve inconsistencies and ensure that officers would not inadvertently violate policy when using recordings for legitimate purposes. He explained that, under the prior policy, officers could have unintentionally breached rules while documenting incidents in the field.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Matamoros was not present for this motion.

Consideration and possible action approving Resolution No. 2025-2990 amending the Grants Management Policy originally adopted on September 15, 2025.

Finance Director Ashlee Hurst presented a request for Council approval of a resolution amending the Grants Management Policy. She explained that the GLO conducted an in-depth review of the policy previously adopted by Council on September 15th and identified a minor correction needed in Section 3, concerning the designation of the Labor Standards Officer. The revision replaces the wording "Finance Director" with "Grant Administrator or Internal", aligning the document fully with compliance requirements. Ms. Hurst noted that this correction will allow the agency to complete its grant closeout process.

A motion was made by Councilman Pena to approve Resolution No. 2025-2990 amending the Grants Management Policy originally adopted on September 15, 2025, seconded by Councilman Rossow with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Matamoros was not present for this motion.

Consideration and possible action approving Resolution No. 2025-2991 appointing a member(s) to the Senior Citizens Commission.

Brenda Laird addressed the Council and stated that she wished to speak about serving again on the Senior Citizens Commission. She explained that she had previously served on the board for two years, describing it as both a painful and a lovely experience. Ms. Laird said that while the Senior Citizens Commission appears glorious on the surface, what occurred behind the scenes was hideous. She recounted that when she first joined the board, meetings were held at the Velasco Community House. She spoke highly of Crystal Ruiz, who served as the City's liaison at that time. Ms. Laird, who had been a teacher for 30 years and was accustomed to evaluating performance, said she was deeply impressed by Ms. Ruiz's work ethic, modesty, cheerfulness, and compliance, describing her as wonderful. Ms. Laird stated that after she expressed her admiration for Ms. Ruiz, she received a brutal time in return, and that Ms. Ruiz endured it quietly. Ms. Laird said she decided to step back and simply continue her term. She noted that Annabella Ramirez later replaced Ms. Ruiz and that the working environment remained very brutal. She emphasized that the young women were simply doing what they were instructed to do and following City directives. Ms. Laird said she eventually realized she was not well-suited to that environment at the time, but that circumstances have since changed. She expressed a strong desire to return to the Commission, explaining that most of the seniors were unaware of the internal conflicts. She described the Commission's mission as providing a safe,

appreciated, and welcoming place for seniors, mentioning that members enjoyed bus trips, bingo, and other activities. Ms. Laird concluded by saying she would love to be a part of it again and hoped the Council would allow her to return to the Senior Citizens Commission.

A motion was made by Councilman Rossow to bring Sister Brenda back, seconded by Councilman Pena with discussion that followed.

Councilman Pena asked if the applicant was the only attendee present, and it was confirmed that she was and noted that no vote could be taken on anyone who was not in attendance.

Councilman Davis asked how many more vacancies are there? Mayor Cain stated there was one open seat, but further discussion confirmed that the entire board was vacant. Interim City Manager Dan Pennington said that the applicant present was the newest, first, and only current member of the Senior Citizens Commission.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Resolution No. 2025-2992 Roadway Mill & Overlay Partnership – 2nd Street Revitalization Project.

Interim City Manager Dan Pennington provided an update to the Mayor and Council regarding the proposed Second Street milling and overlay project, explaining that the initiative is designed to improve the corridor from Highway 288 into downtown Freeport. Mr. Pennington stated that the project mirrors the recent overlay completed on Highway 288, though it will be more extensive. The plan involves milling the existing roadway to remove built-up layers of asphalt before applying a new surface overlay. He noted that Public Works recommended milling due to the excessive asphalt buildup currently on Second Street. Once completed, the new roadway will create a continuous, freshly paved route extending into downtown. Mr. Pennington described the concept as a visual and functional connection a yellow brick road that will eventually integrate with broader streetscape enhancements, including landscaping, trees, and wayfinding elements, to encourage downtown revitalization. He explained that the project aligns with recommendations from the UTSA Study, which identified the Second Street corridor as a critical link to downtown development. The effort is a collaborative partnership between the City, the Economic Development Corporation (EDC), and Brazoria County. The EDC will contribute \$442,000 toward the project, while the County will oversee the roadway portion. Mr. Pennington added that similar county partnership projects are planned for Districts C and D in future phases to ensure equitable investment across all areas. He said pending Council approval, staff will submit project documentation to the County before the November 15 deadline, and the work could begin within the next few weeks, weather permitting.

A motion was made by Councilman Pena to table this item with discussion that followed.

Councilman Pena raised questions regarding the proposed Second Street milling and overlay project, specifically concerning its funding source and approval process. He noted that, during his previous tenure as President of the Economic Development Corporation (EDC), he did not recall the EDC ever participating in road improvement projects within the City. While expressing support for the UTSA Corridor Revitalization Plan, Councilman Pena stated that it was unusual for EDC funds to be allocated for roadway construction or resurfacing. He further inquired whether all procedural requirements, such as public hearings and proper approvals, had been completed before the item was brought forward for Council consideration. Councilman Pena emphasized the importance of ensuring that all procedural steps and compliance measures were properly addressed before final approval of the project. City Attorney Chris Duncan clarified that the intent of the project is for the EDC to fund the county's portion, which includes supplies, equipment, and labor,

while the City will provide the materials necessary for the roadway improvements. It was emphasized that the current Council vote does not pertain to EDC funding, as that will be handled separately. The purpose of the resolution before Council is solely to designate Second Street as the City's selected county partnership project for this funding cycle. The project represents the annual allocation of roadway work provided by the County, in which the City submits a proposed project for approval or disapproval rather than being automatically granted a two-mile stretch. Mr. Pennington said EDC Director Robert Johnson had confirmed that the advertisement for the project had been issued to place the matter before the EDC for further review. However, the deadline to notify the County of the City's selected project is November 15, prompting the need for Council action at this meeting.

A motion was made by Councilman Pena to approve Resolution No. 2025-2992 Roadway Mill & Overlay Partnership-2nd Street Revitalization Project, seconded by Councilman Davis with discussion that followed.

Mayor Cain expressed full support for the proposed Second Street roadway improvement project, noting that since joining the Council, he has consistently advocated for prioritizing the worst streets first, regardless of which district they are in. However, he raised concerns about the condition of the concrete base beneath the existing asphalt. He explained that there have been reports of cracking, shifting, and settling in the original concrete roadway, which may be contributing to the current surface deterioration. He asked for clarification on the depth of milling planned for the project specifically, whether the work would involve removing only a few inches of asphalt or extend down to the concrete base. He cautioned that if the underlying concrete is compromised, it should be addressed before resurfacing, rather than simply adding new asphalt, which could result in similar issues within a few years. Councilman Pena commented that this concern reflects potential project creep, where the scope and cost could expand beyond the original intent. He stressed the need for the City and County to ensure that proper engineering discussions occur before finalizing plans, noting the various grade and drainage changes along Second Street, particularly near the high school and the area recently resurfaced along Highway 288. Mr. Duncan said the contract includes a provision requiring coordination between the City Manager and County Engineer to confirm the scope and description of work prior to final approval. He explained that milling depth is typically determined by drainage requirements and elevation, and that discussions with the County Engineer should clarify the final design and identify whether testing or sampling of the concrete base can be conducted before full milling begins. Mayor Cain agreed that ensuring this coordination would help avoid future surface failures caused by underlying structural issues. When asked for his professional assessment, Public Works Director Rudy Ragle explained that while he has limited experience with asphalt-over-concrete overlays, his recommendation would be to mill the existing surface to expose and evaluate the condition of the concrete base. He noted that the only way to accurately assess the substructure is to uncover it directly, as there is no reliable method to determine its condition beforehand. Mayor Cain said with general agreement that these engineering and inspection measures should be incorporated into the City's communication with the County Engineer before the project moves forward.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-0. The Council unanimously approved the motion. Councilman Matamoros was not present for this motion.

Consideration and possible action approving Resolution No. 2025-2993 appointing a City Representative and Alternate of the City Council to serve on the HGAC 2026 General Assembly.

Interim City Manager Dan Pennington explained that the item before Council was a standard annual request for the City's designation of representatives to the HGAC General Assembly. He stated that each member City is entitled to appoint one elected representative and one elected alternate to participate in the regional decision-making process. Mr. Pennington noted that the City had one representative and one alternate designated during the previous year and that the purpose of this agenda item was simply to confirm whether Council wished to reappoint the same individuals or select new representatives for the upcoming term.

Mayor Cain stated that he would entertain a volunteer instead of holding a formal vote and asked if anyone would like to volunteer.

Mayor Cain said that Councilman Rossow made a motion to volunteer, seconded by Councilman Pena.

Councilman Rossow volunteered to serve. The Mayor then announced to appoint Councilman Rossow as the representative, and for the alternate, he suggested Councilman Davis.

A motion was made by Mayor Cain to appoint Councilman Rossow and Councilman Davis as the alternate, seconded by Councilman Pena with all present and voting "Aye" 3-1. The Council approved the motion. Councilman Davis voted "Nay". Councilman Matamoros was not present for this motion.

Consideration and possible action approval of EDC Funding Project – Water Line Valve Installation Project.

A motion was made by Councilman Pena to table agenda item 6L, seconded by Councilman Davis with all present and voting "Aye" 4-0. The Council unanimously approved the motion to table this item. Councilman Matamoros was not present for this motion.

Consideration and possible action approving Resolution No. 2025-2994 to approve the City Manager Employment Agreement.

A motion was made by Councilman Pena to move agenda item 6M to Executive Session, seconded by Councilman Davis with all present and voting "Aye" 4-0. The Council unanimously approved the motion to move this item to Executive Session.

The Regular Session closed at 11:49P.M. and the Council entered into the Executive Session.

The Executive Session ended at 1:36A.M. and the Council went back into Regular Session.

Interim City Manager Dan Pennington presented the item for the hiring of Dr. Danielle Kelly as the next City Manager. He explained that the terms of the agreement were outlined in the contract provided for Council's review. Mr. Pennington stated that the City had received approximately 30 to 33 applications for the position and narrowed the field down to a small group of finalists. Following interviews, the Council unanimously selected Dr. Kelly as their preferred candidate and authorized him to begin negotiations on an employment agreement. He further noted that the City Attorney had reviewed the contract, made the appropriate revisions, and that the final terms were agreeable to all parties.

A motion was made by Councilman Pena to table agenda item 6M pending the results of the public information request based on the questions brought up to the interview process as facilitated by Clear Career Professionals. The motion died due to a lack of a second.

A motion was made by Mayor Cain to approve Resolution No. 2025-2994 to approve the City Manager Employment Agreement, seconded by Councilman Rossow with all present and voting "Aye" 3-1. The Council approved the motion. Councilman Pena voted "Nay". Councilman Matamoros was not present for this motion.

Consideration and take possible action approving ordinance no. 2025- to amend section 155.1108 (f) (3) revising the 4/5 council vote requirement to a simple majority.

Ron Bachman stated that he resides at 96 Dolphin Lane in Freeport and greeted the Council with goodwill. He spoke in opposition to Agenda Item 6, explaining that he serves on the City of Freeport Planning and Zoning Commission. Mr. Bachman said the proposal to make it easier for City Council to override a Planning and Zoning decision to deny a rezoning request is a touchy matter. He referred to a recent case involving approximately 380 acres that had been proposed for rezoning from residential and mobile home to industrial. Mr. Bachman stated that there was no one present to speak in favor of the request and that the Commission had no additional information showing how the rezoning would benefit the City. Based on that, he said the Commission concluded that the request was not appropriate and unanimously voted to deny it.

He explained that under current rules, a supermajority of the City Council is required to override a Planning and Zoning decision, and he believes that is a good system. Mr. Bachman said he would support an override if four out of five Council members and the Mayor felt that Planning and Zoning had made the wrong call. However, he noted that most Council votes tend to be 3–2 splits, and that rarely is there a 4–1 decision, which raises questions about whether real wisdom and good judgment are always being applied. Mr. Bachman encouraged the Council to leave the ordinance as it is, maintaining the requirement for a supermajority vote to override Planning and Zoning. He added that any changes made would likely apply to other City commissions as well. He concluded by stating that there are sound reasons why the ordinance was written this way and expressed his hope that it would remain unchanged.

Margaret Bachman stated that she resides at 96 Dolphin Lane in Freeport and spoke in opposition to the proposal. She said she believes the proposal is disrespectful to the citizens of Freeport who volunteer their time to serve on City committees. Ms. Bachman explained that when a committee votes on a proposal and forwards its decision to the City Council, that decision is made for the benefit of the community. She stated that for the City Council to overturn such a decision with only a simple majority vote is disrespectful to the time and effort of those volunteers. Ms. Bachman said that if a proposal brought before the Council is truly in the best interest of Freeport's citizens, then achieving a supermajority vote should not be difficult. She concluded that Council members should vote based on what benefits the City as a whole rather than on any personal agenda.

Eric Hayes stated that he resides at 1507 West Broad Street in Freeport. He began by noting that he often watches public council meetings, not because he enjoys wasting his time, but because he is deeply concerned about the Council's proposal to remove the supermajority vote requirement. Mr. Hayes explained that the Planning Commission has done its due diligence, reviewed all ordinances, and made decisions accordingly before forwarding them to the Council. He stated that if the Council wishes to override those decisions, it should require a two-thirds supermajority vote, comparing it to a filibuster rule in the U.S. Senate. He expressed concern that the Council too often makes decisions based on personal interests rather than the interests of Freeport's citizens, leading to repeated 2–3 vote splits. Mr. Hayes emphasized that the current supermajority rule serves as an important safeguard protecting citizens, the Planning Commission, and the integrity of the process. He urged the Council to reconsider changing the ordinance, stating that the proposal goes against the City's master plan. Mr. Hayes added that the land in question was never intended for industrial use and should remain residential, possibly allowing limited commercial development, but not industrial.

Andrew Dill stated that he resides at 132 Brazos Landing Court in Freeport. He began by expressing appreciation for the Council, noting that he respects the time and effort members dedicate to their positions, and added that he does not envy their responsibilities. Mr. Dill remarked that he is not typically decisive by nature and generally dislikes public speaking, but said that the matter before the Council had compelled him to speak. He referred to the proposed ordinance amending Section 155.1108 of the City Code, stating that the document claims to include findings of fact and to have been made in compliance with Section 155.1109. He asserted that those statements were inaccurate, stating that the required procedures had not been followed and that no public hearing had been held. He said it was concerning that the City appeared to be moving forward with an amendment to Section 155.1108 without adhering to the process clearly outlined in 155.1109. Mr. Dill questioned the validity of the ordinance's listed findings of fact, saying that none of them were factual. He read portions referencing public hearings, compliance, and consideration of the health, safety, morals, and general welfare of residents, calling the language unconvincing. He asked why the ordinance was being brought forward at all and stated that its purpose was clear: "A vote for this ordinance is a vote for 325 acres of industrial park in the Urban Renewal tract." He explained that the Planning and Zoning Commission had already received and reviewed the rezoning application associated with that land, but the application contained multiple discrepancies, including inconsistent acreage figures and the absence of required documents such as a legal description, site plan, drainage plan, or traffic impact

analysis. Mr. Dill said those materials did not exist, not simply because they had not been submitted, but because they were never created. Mr. Dill criticized the City for considering amendments that would effectively bypass established procedures, questioning whether the City might next attempt to amend requirements for site plans, landscaping plans, or other necessary components. He commented sarcastically that perhaps whatever certain developers wanted could simply go on the consent agenda at the next City Council meeting. He said that when the issue first arose, he met in the City Manager's office with Mr. Pennington and the City Attorney to discuss Section 155.1108. Mr. Dill stated that he was initially told that no such rule requiring a supermajority existed, but when he showed the provision in writing, it became clear that it did. He concluded by expressing concern that after realizing there were not enough votes to override Planning and Zoning, an ordinance was suddenly proposed to remove the supermajority requirement, saying, It is funny how no one knew the rule existed until now. Mr. Dill said there is a protest filed by the property owners and it is filed with the City Secretary.

City Attorney Chris Duncan addressed the Council to provide clarification regarding the agenda item under discussion. He explained that the memo included in the Council's agenda packet for this item specifies that proper consideration and amendment of the ordinance must follow required procedures. Mr. Duncan confirmed, as Mr. Dill had noted, that the proposed ordinance must first be referred back to the Planning and Zoning Commission and that a public hearing is required before any action can be taken. He emphasized that the ordinance presented at this meeting was provided for informational purposes only, allowing Council members to review the proposal and formally refer it to Planning and Zoning for consideration. He clarified that the item was not eligible for a vote at this time, reiterating that the process requires both Planning and Zoning review and a public hearing before the Council can take final action. Mr. Duncan also noted that he was unsure whether the memo explaining these procedural details was included in the public version of the agenda packet but confirmed that it was provided to the Council for guidance.

A motion was made by Councilman Pena to refer this back to Planning and Zoning, seconded by Councilman Davis with discussion that followed.

Councilman Matamoros stated that a special City Council meeting had been called for Wednesday at 6:00 p.m. to consider amending Section 155.1109, which is the provision requiring referral to P&Z. He said this was an attempt to do it the back way by amending the code so a P&Z referral would not be required.

Mayor Cain advised the public to watch the City website, noting the meeting might be canceled.

Councilman Davis began by thanking everyone for attending and for staying late to participate in the meeting. He expressed appreciation and respect for the men and women serving on the Planning and Zoning Board, acknowledging their work and commitment. He stated that the discussion regarding the supermajority vote requirement had become somewhat misunderstood. Councilman Davis explained that he understood the public's concern about the proposed change but clarified that he was not attempting to remove or alter the supermajority rule. He emphasized that his intentions had been misinterpreted. Councilman Davis also addressed the rezoning project involving approximately 300 acres, stating clearly that he does not support industrial zoning for that area. He reiterated multiple times that he was not in agreement with full industrial development on that property and wanted to make his position clear to the Council and the public. He stated that he has never said he supports Mr. Wong's industrial proposal, clarifying that his goal is to bring Mr. Wong to the table so that the City of Freeport has an opportunity to negotiate the use of the property. Councilman Davis explained that some industrial development on that tract is inevitable because the property was sold to Mr. Wong by previous City leadership, but he emphasized that there will also be residential development, with the main question being how much of each. He noted that past decisions and actions dated back to 2012 and that this is now 2025, adding that Mr. Wong has not met with the City since that time. He stated his intent is to have Mr. Wong meet with the City Manager, City Council, and Freeport officials to present detailed plans for the property. Councilman Davis said

negotiations should determine how much of the land will be zoned for development, making it clear that the City is not in favor of hazardous or toxic industries. He said any new development should be limited to factories or light industrial uses, not chemical or heavy industrial operations. Councilman Davis reiterated several times that he is not in agreement with full industrial zoning and that his position is on record and will be visible on camera. He stated that his actions are guided by integrity, honesty, faith, and accountability, adding that no one could truthfully say he had been dishonest. He referenced his family, church, and community as central to his values and said that those who misunderstand his position. He encouraged open communication, inviting residents and officials to sit down together to discuss and negotiate what the community truly wants for the property. Councilman Davis stressed that Freeport needs to grow, and that growth requires cooperation, compromise, and economic opportunity. He said new development could create jobs, increase homebuilding, and support local businesses, which in turn would boost restaurant and retail activity in Freeport. He emphasized that population decline has become a serious issue for the City, while neighboring areas continue to grow. He attributed this partly to poor negotiation and lack of collaboration in the past. Councilman Davis urged everyone Council members, City staff, and the Economic Development Corporation to work together, stop assigning blame, and focus on developing a shared strategy for responsible growth. He concluded by inviting all to come together to move Freeport forward.

Councilman Pena began by thanking everyone for remaining at the meeting late into the evening. He also thanked Andrew Dill and said he appreciated Mr. Dill's engagement with Council members and the community. He commended those efforts and said the City needed ten more Andy Dills, adding that the Senior Citizens Board still needed six members and that greater community participation was vital. He also thanked Eric Hayes for attending and the Bachmans for speaking and staying late. Councilman Pena then addressed the discussion surrounding Sections 155.1108 and 155.1109 of the City Code. He said that the upcoming Wednesday meeting referenced by others would be held to clarify those provisions. He emphasized that there was no back-room deal or underhandedness related to the ordinance, explaining that he had been direct and transparent with Mr. Dill and with any other resident who approached him about it. He stated his belief that no appointed board should hold greater authority than the elected City Council, noting that the City's organizational structure flows from the residents at the top, to the City Council, and then to all others. He encouraged continued public engagement, petitions, and community participation, saying such involvement promotes transparency, discussion, and understanding, while reducing misinformation. He characterized the ordinance revision as a matter of housekeeping, explaining that the supermajority requirement had been changed by a previous administration for political reasons, and that this action was intended to correct and streamline City processes. Councilman Pena said the proposal was not tied to any specific development, but was about improving how the City conducts business efficiently. He added that it was now 2025, and the City must evaluate what has changed since earlier plans, including those for the golf course, beach, museum, riverfront, City Hall, and the 300-acre tract under discussion. He emphasized that the City should make decisions based on current market conditions, not on 12- or 13-year-old plans, in order to address population decline and stimulate growth. Councilman Pena concluded by saying that while there are many ideas for how to achieve that growth, the present matter was simply about ensuring the City is run efficiently and effectively. He thanked the Mayor and expressed that he looked forward to seeing everyone at the Wednesday meeting.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Discussion and take possible action to implement the use of gun/metal detection wands for all visitors and officials attending all City Council meetings prior to entering the Council Chambers, including upon any re-entry after leaving the Chambers.

Ron Bachman explained that he had recently received a new pacemaker on the Friday before Halloween. Along with the device, he was given a card and several safety instructions, including guidance for security personnel. He stated that the card specifically warns that magnetic security wands may adversely affect pacemaker function. Mr. Bachman noted that if the City planned to implement the use of such wands or

detectors, this safety concern should be taken into account. He pointed out that, according to national statistics, approximately one in every 300 people in the United States has a pacemaker, meaning the issue could affect several residents. Mr. Bachman concluded by saying that he was not making a formal argument against the proposal but wanted the Council to consider this information carefully for the safety of those with medical devices.

Margaret Bachman stated that she resides at 96 Dolphin Lane in Freeport and spoke in opposition to the proposal for implementing the use of metal detectors for all attendees of City Council meetings. She noted that police officers are already present during meetings and expressed her belief that adding metal detection procedures would be unnecessary and a misuse of City resources.

Councilman Pena said that the proposal to implement metal detection at City Council meetings was a simple and reasonable request, noting that it is not unusual for the City to use such measures. He explained that metal detector wands are already used during municipal court hearings for traffic and code-violation cases, and the same level of safety should apply at Council meetings. He shared that he had recently noticed a security wand at the Council desk near the Information Technology Director, Mr. Toby, and inquired about it. He said that conversation took place shortly after another potentially violent altercation involving an elected official with a history of aggressive behavior. Councilman Pena stated that the City must ensure safety for everyone attending meetings because some officials and residents have already felt threatened or been attacked in the past. He added that he understood concerns raised by Mr. Ron Bachman regarding pacemakers and suggested a pat-down alternative as a fair compromise for individuals who cannot pass through magnetic screening. Councilman Pena referenced recordings related to a prior investigation involving the Police Chief, explaining that in those recordings, former officials Lance Petty and Jerry Cain had told the Police Chief not to add extra security, even after earlier incidents. He described incidents involving George Matamoros, stating that George Matamoros had assaulted him during a Council meeting and had a history of attacking Council members, residents, contractors, and volunteers. He stated that he and his family have personally experienced threats and intimidation, referencing an incident where his cat was mutilated, which he described as deeply disturbing and frightening. Councilman Pena said that as long as he serves on the Council, he intends to ensure that meetings are conducted as safely as possible. He questioned why no officers were stationed inside the chamber that evening and said he would follow up on that issue after the meeting. He concluded by reaffirming that the metal detection proposal was motivated by public safety, not politics, and that it was unreasonable to oppose a practice already used for simple municipal court proceedings.

A motion was made by Councilman Pena to approve this ordinance for the wand of attendees to the meeting, seconded by Councilman Davis with discussion that followed.

Councilman Rossow asked about whether a pat-down is as effective as a metal-detecting wand. Police Chief Jennifer Howell explained that a pat-down allows officers to detect larger objects, such as firearms, though smaller weapons may be more difficult to identify. Officers typically rely on pat-downs in the field during traffic stops or arrests, as metal detectors are not used in routine enforcement. Councilman Rossow asked how the policy would work in practice specifically, whether someone refusing to be pat down could still attend a meeting. Chief Howell said that approval of the measure would not immediately implement it and that the City would first need to establish formal procedures and legal standards. Interim City Manager Dan Pennington noted that a written policy should be developed before any vote is taken to ensure compliance with state law and civil-rights protections. City Attorney Chris Duncan explained that the draft resolution was intentionally written with flexibility, authorizing the wand only pursuant to state law and police policy. Chief Howell added that further guidance would be sought from the Attorney General's Office, the Texas Municipal League (TML), and other cities that have implemented similar measures.

Councilman Pena stated that the ordinance already contemplates the need for law enforcement and legal

review in its implementation. He said that once the measure is passed, the Police Department and City Attorney would work together to finalize the details and procedures to ensure compliance with state law and policy. Councilman Pena emphasized that the City must move in the right direction to protect public safety, describing the situation as an imminent threat. He said that every time the Council meets, he and his family feel nervous and unsafe, and that he is no longer willing to take that risk. He thanked Councilman Davis for listening and for conducting research that helped inform the discussion, noting that without that effort, the situation could have turned out differently. Councilman Pena added that this issue predates recent events, referencing an earlier assault incident involving Mr. Bass, and reiterated that these ongoing safety concerns underscore the need for stronger security measures.

Mayor Cain asked Police Chief Jennifer Howell to clarify for the record whether he had ever instructed her not to place officers in the Council chambers during meetings. Chief Howell responded that she had been told by others that the Mayor had made such a statement, which prompted her to reach out to him directly by phone. She explained that during that conversation, the Mayor's concern was limited to the placement of officers in the front row area, not a directive prohibiting their presence in the chambers altogether. Mayor Cain thanked Chief Howell for the clarification, stating that earlier comments had incorrectly suggested he had ordered officers to be removed. Chief Howell confirmed that was not the case.

Councilman Pena clarified his earlier remarks, stating that he had misspoken regarding officers being removed from the Council chambers. He explained that his intent was to address where the officers were positioned, not to remove them entirely. He said his concern was about officers being moved from the front of the room to behind the railings, which he believed to be a less effective tactical position. Councilman Pena explained that officers positioned at the front would be better able to respond quickly to a potential threat coming from the audience area. By contrast, he said, officers seated behind the railings would face difficulty intervening or apprehending someone in time should an incident occur. He proposed the implementation of metal-detection wands as an additional preventive measure so that officers would not have to place themselves in unnecessary danger. Interim City Manager Dan Pennington noted that from a tactical perspective, officers seated at the back of the room are often safer and have a wider field of vision, similar to how officers position themselves in restaurants to observe entrances and exits. Councilman Pena responded that City Council meetings are a different setting than restaurants and that having officers near the front especially given past physical altercations involving Council members would be a more strategic placement in this environment.

Mayor Cain addressed Councilman Davis and asked a clarifying question. He noted that approximately ten to fifteen minutes earlier, Councilman Davis had walked across the room to retrieve a key for the refrigerator and had gotten a bottle of water from the icebox. Mayor Cain then asked Councilman Davis if he had felt threatened while doing so. Councilman Davis responded no, indicating that he had not felt threatened at any time.

Councilman Davis asked regarding how such procedures are currently handled in municipal court and what protocols might apply in a public-meeting setting. Police Chief Jennifer Howell explained that in municipal court, a warrant officer who also serves as the bailiff performs security screening when court is in session, typically on Wednesdays. Court operations involve a smaller, controlled group, and the bailiff is generally the only individual making direct contact with attendees. Councilman Davis inquired how screening would apply to individuals with pacemakers or medical devices. Chief Howell noted that those with such devices generally carry identification cards from their doctors. She commented that while most do have cards, some may misplace them, which would need to be addressed in a written policy. Councilman Davis emphasized that given current safety concerns nationwide, implementing reasonable precautions such as screening should not be dismissed. It was stated that you never know what would happen and comparisons were made to schools now using metal detectors following incidents of violence. Councilman Davis agreed that since the topic had been raised publicly, the City could be held accountable if an incident occurred without

preventive measures in place. Chief Howell confirmed that the Police Department already has written security procedures for municipal court, which could serve as a foundation for developing a similar policy for Council meetings. City Attorney Chris Duncan advised that before moving forward, staff should consult with the Attorney General's Office and the Texas Municipal League (TML) to ensure compliance with applicable laws. He noted that there are differences between courtroom and council-meeting environments, particularly related to open-carry laws and public-access requirements.

Councilman Matamoros stated that a wand was not going to keep him from voicing his opinion, to which Councilman Pena responded that the concern was not about speech but about preventing physical threats.

Mayor Cain called the motion to a vote with all present and voting "Aye" 2-3. The motion failed. Mayor Cain voted "Nay". Councilman Matamoros voted "Nay". Councilman Rossow voted "Nay".

Work Session

Councilman Pena Ward A announcements and comments.

Councilman Davis Ward B announcements and comments.

Councilman Matamoros Ward C announcements and comments.

Councilman Rossow Ward D announcements and comments.

Mayor Jerry Cain announcements and comments.

City Manager announcements and comments.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilman Pena to adjourn the meeting, seconded by Mayor Cain with all present and voting "Aye" 4-0. Mayor Cain adjourned the meeting at 1:41A.M.

Jerry Cain, Mayor

Clarisa Fernandez, City Secretary

“EXHIBIT A”

Kimley»Horn

IMPACT FEES 101

Presented to City of Freeport

NOVEMBER 3, 2025

INTRODUCTIONS



Stephen Kelly, PE

346.888.3891

stephen.kelly@kimley-horn.com



Ben Plett, PE

512.418.4523

ben.plett@kimley-horn.com



Victoria Baltazar, PE

346.249.8380

victoria.baltazar@kimley-horn.com

PRESENTATION AGENDA

- Impact Fee Basics
 - » What are they (and what are they not)?
 - » Who administers them?
- Impact Fee Components
- Project Success
- Impact Fee Market
- Steps to Implementing Impact Fees
- Legislation Updates
- Other Funding Options
- Experience

IMPACT FEE BASICS



What are they?

- Mechanism to recover infrastructure costs required to serve future development
- ‘Rough Proportionality with mathematical exactitude’
- Governed by Chapter 395 of the Texas Local Government Code; Established in Texas in 1987
- Water, Wastewater, Roadway, and Drainage impact fees allowed in Texas

IMPACT FEE BASICS



What are the benefits of impact fees?

- Provide an additional funding tool for infrastructure systems
- Provide for the orderly growth of the community
- Allow balanced funding combination that recognizes the benefits of growth

IMPACT FEE BASICS

Who administers Impact Fees?

- City Council – Capital Improvements Advisory Committee (CIAC) – Staff
- Public Hearing and Process Requirements
- Budgeting, Programming, and Implementation
- Capital Improvement Advisory Committee (CIAC)
 - » Advise in the adoption of Land Use Assumptions
 - » Review the Capital Improvements Plan (CIP)
 - » Provides Comments to City Council
 - » CIAC Requirements:
 - Not less than five members
 - Must be appointed by City Council
 - Representation from real estate, development, or building industries
 - Extraterritorial Jurisdiction (ETJ) representation
 - No employees of a governmental entity

IMPACT FEE BASICS CONT.

Planning and Zoning (P/Z) members may act as the CIAC:

- Additional representation may be needed when P/Z members act as the CIAC
- If no real estate, development, or building industry representative exists on P/Z, one must be appointed
- Representation from the ETJ is required if fees will be assessed there
- Additional members are appointed as ad hoc voting members to serve when the P/Z meets as the CIAC

IMPACT FEE BASICS CONT.

CAPITAL IMPROVEMENTS PLAN

COMPONENTS THAT CAN BE PAID FOR THROUGH AN IMPACT FEE PROGRAM	COMPONENTS THAT CANNOT BE PAID FOR THROUGH AN IMPACT FEE PROGRAM
Construction cost of capital improvements on the CIP	Projects not included in the CIP
Survey and engineering fees	Repair, operation and maintenance of existing or new facilities
Land acquisition costs, including court awards	Upgrades to serve existing development
Debt service of impact fee CIP	Administrative costs of operating the program
Study/update costs	

IMPACT FEE COMPONENTS



Service Areas



Land Use Assumptions (LUAs)



Service Units



Capital Improvement Plan



Maximum Assessable Fee



Collection Rate



Policy

IMPACT FEE COMPONENTS:

Service Areas



Funds collected within a service area must be spent on projects within the same service area within 10 years



Water – Citywide Service Area (City Limits + ETJ)



Sewer – Citywide Service Area (City Limits + ETJ)



Drainage – Citywide/Regional Service Area



Transportation – 6-mile trip length limit

IMPACT FEE COMPONENTS

Land Use Assumptions

10-Year Growth

- Establishes infrastructure demands and master plans
- Population and employment projections
- Coordinate with future land use or other city model

IMPACT FEE COMPONENTS

Service Units

- Chapter 395 “Service unit” definition
 - » Standardized measure of consumption attributable to an individual unit of development calculated in accordance with generally accepted engineering or planning standards and based on historical data and trends applicable to the political subdivision in which the individual unit of development is located during the previous 10 years
- Example – Roadway
 - » Vehicle-mile is the service unit
 - Trip generation
 - Trip length
 - » One average single family home produces
 - .99 peak hour trips
 - 3.96 miles traveled
 - = 3.81 vehicle-miles
- Example – Water/wastewater
 - » Meter connection size (3/4" and above)

IMPACT FEE COMPONENTS

Capital Improvement Plan

- Strategic document to help plan for City's infrastructure needs
- Assesses existing infrastructure and projects to prepare for future growth
- Outlines and prioritizes a list of projects through multiple disciplines
- Includes approximate project costs (current and future)
- Typically, a 5 -10-year document, updated every 5 years

IMPACT FEE COMPONENTS

Assessable Impact Fee

$$\text{Max. Impact Fee Per Service Unit} = \frac{\text{Recoverable Cost of the CIP (\$)}}{\text{New Service Units}}$$

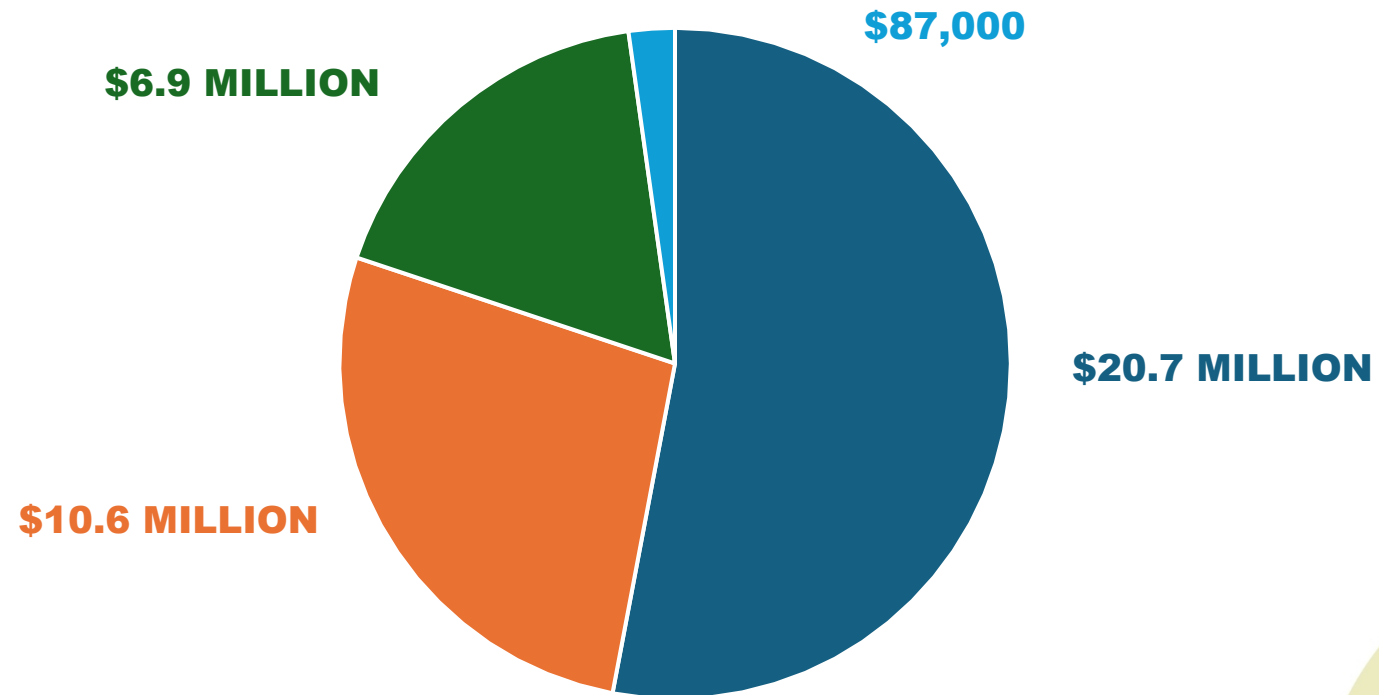
- New service units
 - » Land use assumptions (10-year growth) and future land use plan
- Impact fee capital improvements plan needed for growth
- Credits against impact fees due when a developer constructs or contributes to a thoroughfare facility
- Impact fee calculations must be updated at least every 5 years

IMPACT FEE COMPONENTS

Collection Rate

ROADWAY IMPACT FEES IN SERVICE AREA D

\$38.3 MILLION | ADOPTED 25% OF MAX FEE



■ Taxes, Other Funding Sources
■ Projected Impact Fee Revenue

■ Cost to Meet Existing Demand
■ Credit for Ad Valorem Taxes

IMPACT FEE COMPONENTS

'Politics' Or Policy



Are there any checks and balances?

- Independent licensed professionals prepare:
 - » LUAs
 - » Master plans
 - » CIP
 - » Maximum assessable impact fee calculations
- CIAC
 - » Chapter 395.058 provides the CIAC role and makeup (typically P/Z)

IMPACT FEE PROJECT SUCCESS



Keys to a successful impact fee project

- **Defensible, up-to-date master plans**
- City manager and council support
- Stakeholder involvement
- Collective understanding of the project goals by
 - » Citizens, developers, and city staff
- What is the 'impact fee market'
 - » Comparison to neighboring/competing cities
- Active management of the program after adoption
- Benefits:
 - » **Predictable**
 - » **Equitable**
 - » **Transparent**
 - » **Flexible**
 - » **Legal**
 - » **Consistent**

IMPACT FEE MARKET

HOUSTON

Freeport

Baytown

Water- \$857
Wastewater- \$3,315
Impact fee per EDU- \$4,172

Pearland

Water- \$3,891
Wastewater- \$5,374
Impact Fee- \$9,265

Friendswood

\$5,396 for a 1" meter

League City

Water - \$5,101
Wastewater - \$2,567

Alvin

Water- \$3,273
Wastewater- \$12,091
Impact Fee- \$15,364

STEPS TO IMPLEMENTING IMPACT FEES

- Impact Fee Update 
- Council appoints a CIAC
- Establish land use assumptions and public hearing
- CIAC meeting on CIP and LUA's
- CIAC provides comments to council
- Public hearing on maximum assessable impact fee
- Council adopts ordinance

LEGISLATIVE UPDATES

- SB 1883 (effective September 1, 2025)
 - Audits
 - Adoption Threshold
 - Increase Frequency
 - Public Access
 - Appeals
- SB 14 (effective January 1, 2026)
 - Amends Ch. 395 and requires credits to be earned for development that implements lower water consumption, conservation, and reuse measures

FUNDING OPTIONS

Impact Fees
TIRZ (Tax Increment Reinvestment Zone)
Bonds (GO/CO)
Developer Agreements (380 Agreement)
MUD (Municipal Utility District)
PUD (Public Utility District)
Property Taxes
Utility Rates
Grants/Alternative Funding Sources

KIMLEY-HORN TEXAS EXPERIENCE

Since 2002

60 IMPACT FEE STUDIES FOR 35+ CITIES

Round Rock	New Braunfels	Leander
Austin	Pflugerville	Georgetown
Lancaster	Fort Worth	Killeen
Rowlett	Little Elm	Melissa
The Colony	Georgetown	Burleson
Flower Mound	Fate	Fairview
Mansfield	College Station	Princeton
Frisco	Corinth	Lakewood Village
Saginaw	Houston	Fulshear
Decatur	Farmersville	McKinney
Prosper	Galveston	Denton
Colleyville	Baytown	Southlake



Stephen Kelly, PE

346.888.3891

stephen.kelly@kimley-horn.com



Ben Plett, PE

512.418.4523

ben.plett@kimley-horn.com



Victoria Baltazar, PE

346.249.8380

victoria.baltazar@kimley-horn.com

“EXHIBIT B”



OVERVIEW OF HURRICANE BERYL DISASTER

Prepared By: Ashlee Hurst, CGFO

Prepared On: October 13, 2025



Agenda

FEMA
reimbursements
and how the
process works

What services
have been
submitted for
reimbursement?

What are we
planning to
submit?

What has been
spent so far and
what funds have
been used?

Anticipated “final
bill”



Categories of Work

Emergency Work

Category A – Debris Removal

Category B – Emergency
Protective Measures

Permanent Work

Category C – Roads & Bridges

Category D – Water Control Facilities

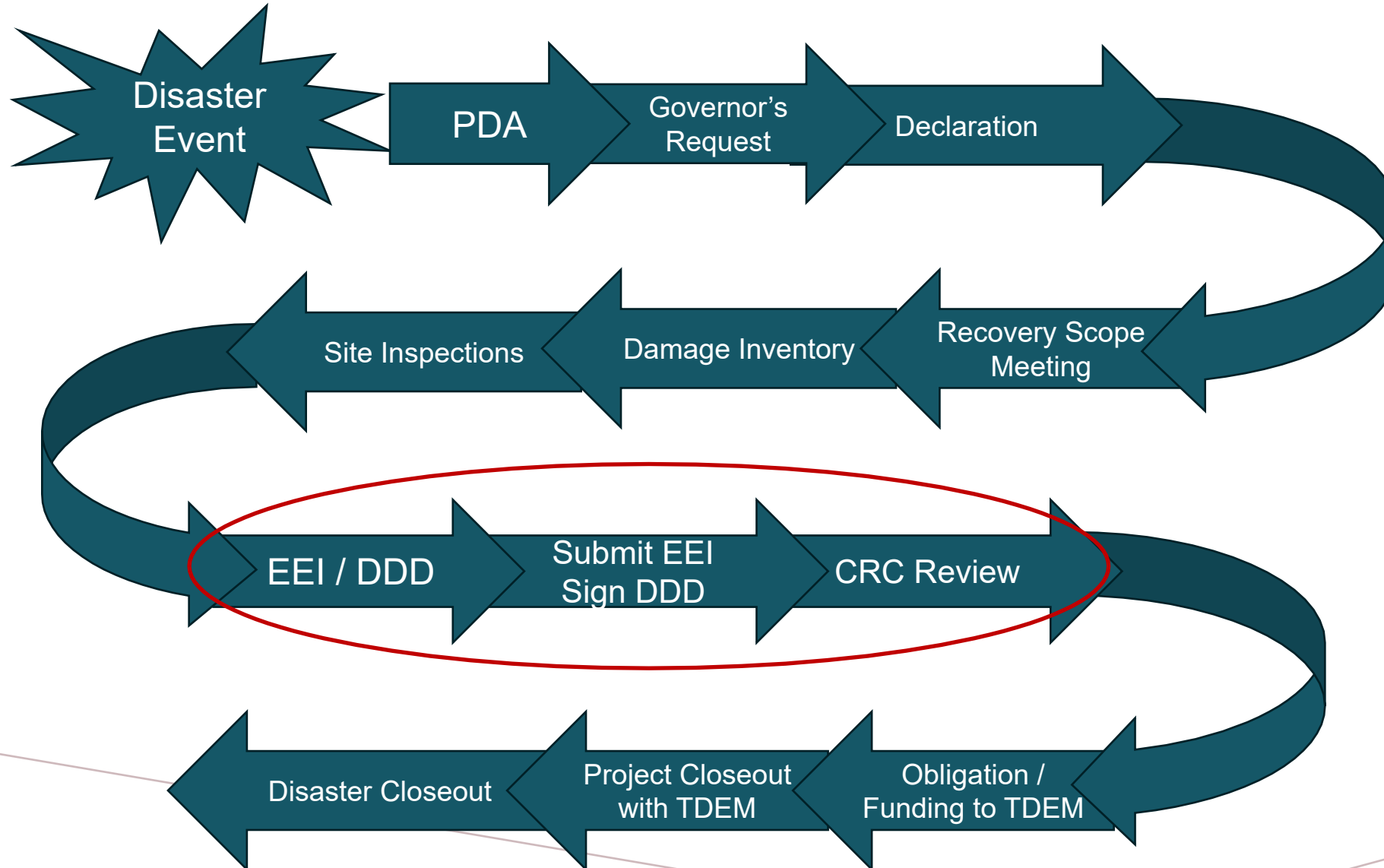
Category E – Buildings & Equipment

Category F – Utilities

Category G – Parks, Recreational,
and Other



FEMA Public Assistance (PA) Process



Acronyms Legend:

PDA – Preliminary Damage Assessment

EEI – Essential Elements of Information

DDD – Damage Description and Dimension

CRC – Consolidated Resource Center

TDEM – Texas Division of Emergency Management



FEMA Public Assistance (PA) Reimbursement Process

- All eligible costs have been submitted to the projects as the work was completed, bills had been paid, and all required documentation was generated.
- The City has started submitting costs related to all categories of work
 - Typical timeline for reimbursement of costs is projected to be between 1 and 3 years
 - FEMA and TDEM require federally compliant procurement for all work completed
 - Every document is reviewed extensively prior to any funding being obligated to us
 - The Public Assistance process is extensive and time-consuming



FEMA Public Assistance (PA) Reimbursement Cost Share

- Federal Share = 75%
 - This is the maximum potential reimbursement amount that FEMA will pay
- Local Share = 25%
 - This is the minimum amount that must be covered by the City of Freeport



Cost Estimates as of September 2025

FEMA Damage Category	Hurricane Beryl (DR 4798) Total Cost Incurred	Federal Share of Cost Incurred	Local Share of Cost Incurred
Category A (Debris Removal)	\$946,240.86	\$709,680.65	\$236,560.21
Category B (Emergency Measures)	\$280,091.56	\$210,068.67	\$70,022.89
Category C – G (Permanent Work)	\$684,211.93	\$513,158.95	\$171,052.98
Ineligible Costs	\$419,043.98	-	\$419,043.98
Total Cost Estimates	\$2,329,588.33	\$1,432,908.27	\$896,680.06
Insurance Payments Received	-	-	(\$560,754.72)
Total Cost Estimates After Adjustments**	\$2,329,588.33	\$1,432,908.27	\$335,925.34

***These costs are still fluid and are subject to change*



What Funds Have Been Used

- To date, the City of Freeport has spent \$2,329,588.33 in Hurricane Beryl related expenses
- These expenses are being tracked in Fund 12 – Hurricane Beryl and are included in your monthly financial report that I prepare for Council
- As expenses are deemed ineligible, a transfer from the General Fund at year-end will be done to cover the costs
- As reimbursements are received, they will be put back into Fund 12 – Hurricane Beryl to reimburse the fund



Anticipated “Final” Bill

- As of September 2025, the City’s final amount is \$335,925.34
 - Total cost incurred = \$2,329,588.33
 - City responsibility = \$335,925.34 or 14.4%
- This figure will continue to change as FEMA’s CRC works through the various project's final reviews



QUESTIONS?





City Council Agenda Item #[2.B]

Title: Approval of Road Closures for Christmas on Main, Saturday, December 6, 2025, from 12:00 PM- 10:00 PM-Main Street Coordinator, Maria Lopez

Date: November 17, 2025

From: Maria Lopez, Mainstreet Coordinator

Staff Recommendation: Staff recommends the approval of road closures for Christmas on Main in Historic Downtown Freeport on Saturday, December 6th. This free community event highlights our Historic Downtown and our designated Main Street district in accordance with the Main Street Four Point Approach and serves as a quality of life component for our residents.

Item Summary: The Freeport Economic Development Corporation, City of Freeport, and Main Street Freeport will host Christmas on Main on Saturday, December 6, 2025, from 4 pm-8 pm in Downtown Freeport. This will be the first annual Christmas on Main celebration, designed to bring the community together in the spirit of the holidays and to showcase Freeport's downtown district. The requested road closures on Saturday, December 6, 2025, include the following: 12:00 PM- 10:00 PM -- E. Park and W. Park from 2nd Street to 4th Street (200-300 blocks), Road blocks at Broad and E. Park alley, Road Barrels at the corner of Broad and West Side of W. Park at the old Pharmacy.

Background Information: This is a new seasonal event hosted by Main Street Freeport to celebrate the Christmas season and encourage community engagement in the Historic Downtown District. The event will feature festive decorations, performances, and vendor participation to enhance the holiday experience for residents and visitors alike.

Special Considerations: N/A

Financial Impact: This event is a collaborative partnership between the Freeport Main Street Program, the Freeport Economic Development Corporation, and the City of Freeport.

Board or 3rd Party Recommendation: The Freeport Historical Commission & Main Street Advisory Board supports Christmas on Main as one of its annual community events.

Supporting Documentation:

1. 12.6 Road Closures
2. Christmas on Main-Flyer 12.6.25



Main Street Presents

Christmas on Main

311 E. Park Ave. Freeport, TX

Historic Downtown

SATURDAY, DECEMBER 6,

4:00-8:00 PM

**TREE LIGHTING ♦ HOLIDAY MARKET
FESTIVE FUN • MUSIC • PERFORMANCES**

**TREE
LIGHTING
CEREMONY
6:30 PM**

**CALLING
ALL
VENDORS**

For more information,
contact:

Maria Lopez, Main Street
Coordinator
maria.lopez@freeporttx.gov
979-871-0105



Celebrate the season in the heart of Freeport!



City Council Agenda Item #[2.C]

Title: Action approving Monthly Financial Report through October 31, 2025-
Ashlee Hurst, Finance Director

Date: November 17, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: N/A

Item Summary: The reporting is through October 31, 2025 for City financials.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 2025-10 - Finance Monthly Report

City of Freeport Monthly Financial Report Period Ending October 31, 2025

**Report Prepared By: Ashlee Hurst, CGFO
Finance Director, City of Freeport**



TABLE OF CONTENTS

General Fund Financials.....	3
Budget Summary.....	3
Revenue Producing Departments Overview.....	3
Accounts Payable.....	3
Hurricane Beryl.....	3
Historical Revenue Charts.....	4
Municipal Court.....	5
Ongoing Initiatives.....	5
Purchasing.....	5-6
Grant Administration.....	6-7
Water/Sewer Fund Financials.....	8
Budget Summary.....	8
Customer Billing Detail.....	8
Monthly Performance Overview.....	8
Historical Charts.....	9
Outstanding Balance Detail.....	10
BWA Usage.....	10
Report Certification.....	10
Financial Statements.....	11-16
Capital Projects.....	11-12
General Fund Budget Vs. Actuals.....	13
Water/Sewer Fund Budget Vs. Actuals.....	14
Fund Balance Summary.....	15
Cash Balance Summary.....	16

General Fund Financials

As of October 31, 2025

Budget Summary

The revenue collected for the General Fund is \$334,838 or 1.6% of the total budgeted revenues.

The expenditures for the General Fund are \$1,923,454 or 9.1% of the total budgeted expenditures.

The revenues are under the expenditures by \$1,588,616.

See the attached financial statement for more detailed information.

Revenue Producing Departments Overview

	GOLF	EMS	RECREATION
Revenues	\$ 111,421	\$ 9,614	\$ 106,893
Expenditures	\$ 112,101	\$ 112,934	\$ 385,170
Excess / Deficit	- 680	-103,320	-278,277

Accounts Payable

Reporting Period	Purchase Orders Issued	Invoices Processed	Number of Payments Issued	Total Disbursements
FY2025 Total	186	8,315	4,233	\$ 36,633,121.54
Oct'25	18	719	316	3,392,794.00
Nov'25				
Dec'25				
Jan'26				
Feb'26				
Mar'26				
Apr'26				
May'26				
Jun'26				
Jul'26				
Aug'26				
Sep'26				
FY2026 Total	18	719	316	\$3,392,794.00

Hurricane Beryl

75% FEMA Reimbursement Maximum

25% City Responsibility Minimum

Total Expenses to Date: \$2,329,588.33

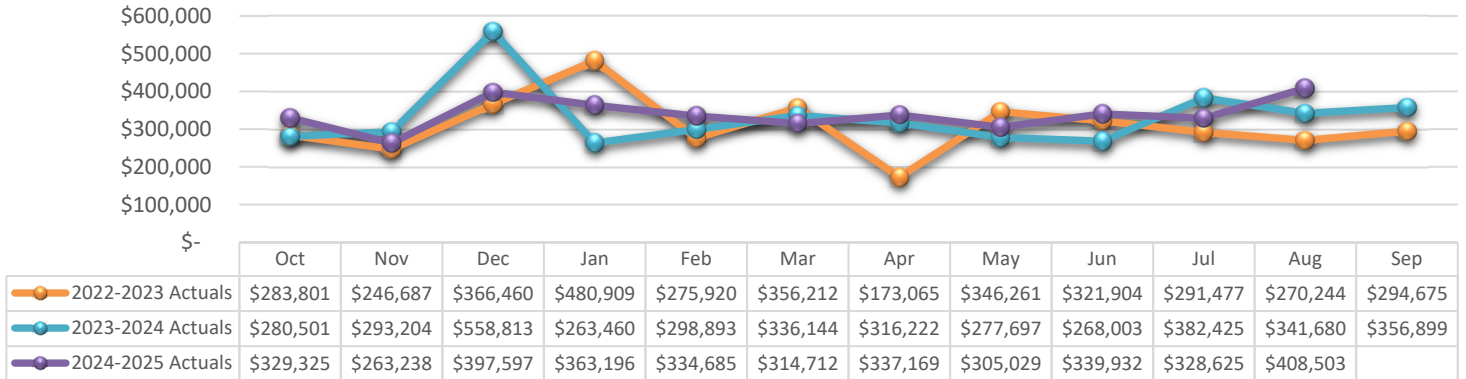
Maximum Federal Share Reimbursement: \$1,432,908.27

Preliminary Local Share Cost: **\$335,925.34**

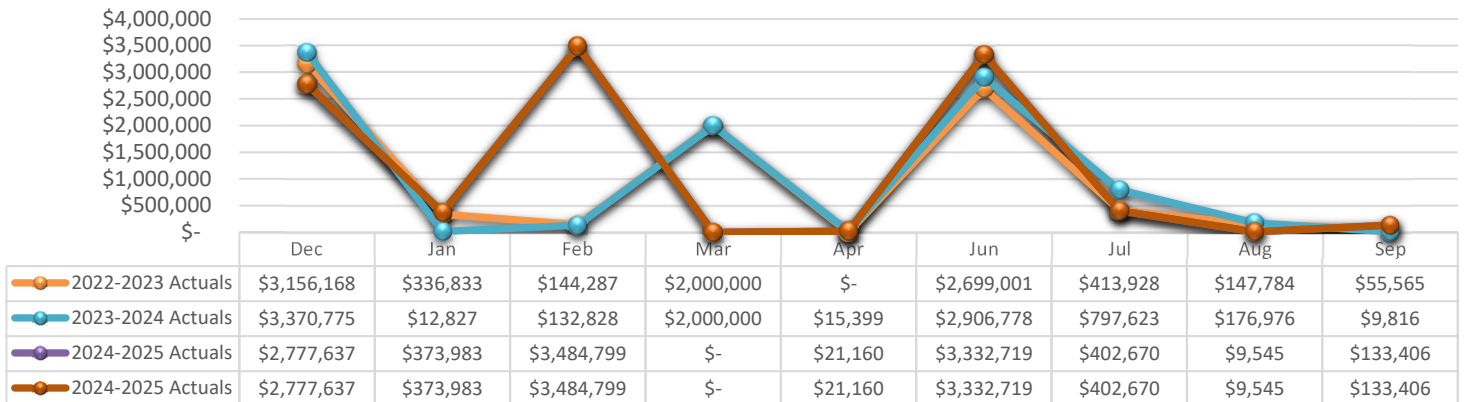
I continue working weekly with FEMA to finalize eligible expenses and get projects moving forward.

Historical Revenue Charts

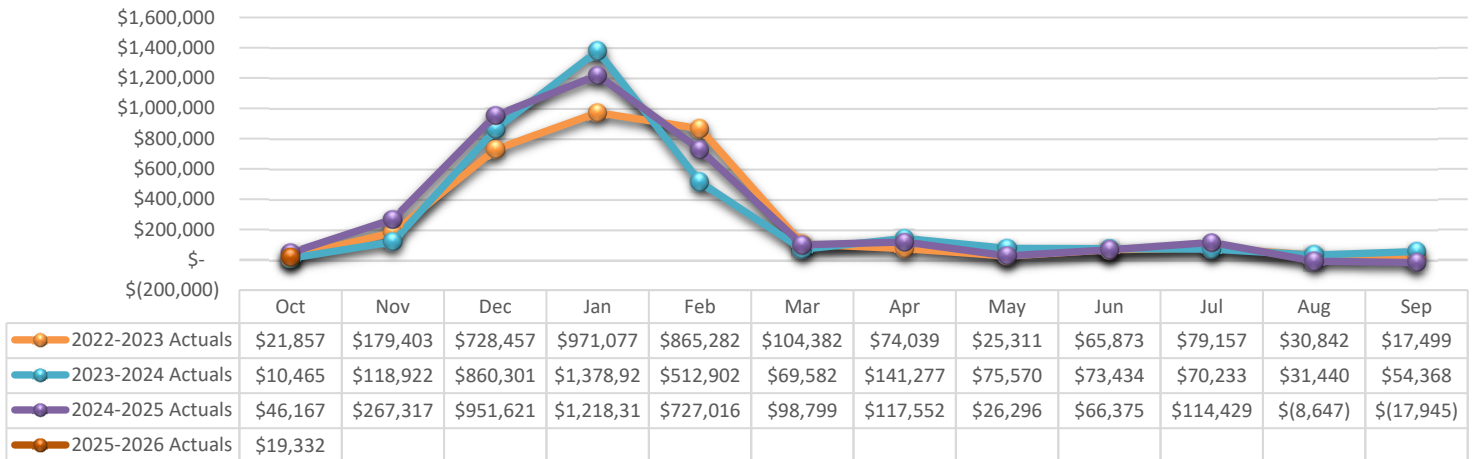
SALES TAX
Monthly Collections Comparison



INDUSTRIAL DISTRICT PAYMENTS IN LIEU OF TAXES (PILOTS)
Monthly Collections Comparison



PROPERTY TAXES
Monthly Collections Comparison



Municipal Court

FY Total Through:	October 2023	October 2024	October 2025	% Change
Citations Issued	205	193	107	-44.6%
Violations Issued	234	229	133	-41.9%
Total Issued	439	422	240	-43.1%
Active Warrants	77	29	32	10.3%
Fees Collected**	\$ 26,131	\$ 39,264	\$ 29,046	-26.0%

*** Includes Regulatory, State, & Other Agency Fees*

Ongoing Initiatives

AUDIT:

The annual audit for Fiscal Year 2024-2025 has finished the interim testing phase.

BUDGET, CIP, LONG-TERM FINANCIALS:

Monthly budget meetings with departments occur to ensure transparency and accountability.

AMI WATER METER PROJECT:

Ameresco continues to push back on their completion date of the project. The Port meters are still pending installation.

Purchasing

A bid was solicited for Engagement of Real Estate Representative (RFP No. 2025-14). It was advertised twice before it closed on October 9, 2025. In total, this solicitation was open for 30+ days. It was also listed on our website. We received no responses.

A bid was solicited for Insta-Valve Installation CDBG Grant (RFP No. 2025-15). It was advertised twice before it closed on October 23, 2025. In total, this solicitation was open for 21+ days. It was also listed on our website. We received 3 responses.

A bid was solicited for Jail Plumbing Replacement (RFP No. 2025-16). It was advertised twice before it closed on October 30, 2025. In total, this solicitation was open for 26+ days. It was also listed on our website. We received 1 response.

A bid was solicited for Legal Services (RFP No. 2025-17). It was advertised once before it closed on October 23, 2025. In total, this solicitation was open for 16 days, per Council request. It was also listed on our website. We received no responses.

Grant Administration

- Hurricane Beryl (FEMA): The City is still working weekly with FEMA to get the documentation prepared to get reimbursements submitted as projects are assigned and created.
- FEMA – SAFER Grant – Fire Staffing Reimbursement: This grant was awarded in September 2025 to provide reimbursement for the costs of firefighter staffing expenses. The total of this grant award is \$964,345.95, including a City match of \$369,665.94 over a 3 year period. The period of performance of this grant ends in September 2028.
- FEMA – Assistance to Firefighters Grant (AFG) Self Contained Breathing Apparatus: This grant was awarded in September 2025 to provide reimbursement for the costs of purchasing “air packs”. The total of this grant award is \$108,900, including a City match of \$9,900. The period of performance of this grant ends in
- CDBG - GLO, (Contract No. D300) WWTP Renovations: This grant project is currently under construction. An extension was also granted for the performance period of this grant until April 2025. The total of this grant award is \$6,051,988, including a City match of \$60,520. This project has a budget overrun of roughly \$7,750,000. The previous Finance Director budgeted that into the Approved 2024-2025 budget from multiple funds. GrantWorks is the grant administrator for this project. Freese and Nichols are the engineers of this project. Wharton-Smith is the contractor for this project.
- CDBG - GLO, (Contract No. E164) Water Improvements: This grant project is currently still in the engineer design phase. The total award of this grant is \$1,837,967 with no City match. The grant period of performance end date is March 2026. GrantWorks is the grant administrator for this project. Freese and Nichols are the engineers for this project. No contractor will be selected until the project design is complete so a request for bids can be created for the scope of work.
- Office of the Governor (OOG) Rifle Resistant Body Armor: This grant was awarded in September 2025 to provide reimbursement for rifle resistant gear. The total award for this grant is \$21,720 with no City match. The period of performance of this grant ends in September 2026.
- GLO Beach Maintenance Program: The new application has been awarded to the City and includes up to date labor rates, as well as Police Patrol Overtime rates.
- CDBG-Brazoria County: The City was granted a grant for installation of insta-valves in October 2024 for a total of \$220,000 with an \$8,000 City match. The sizes and locations of the valves submitted in the City’s application were incorrect, which delayed this project. The City advertised for bids in compliance with CDBG grant standards. A contractor will be selected soon. The period of performance for this project ends in September 2026.
- Texas Division of Emergency Management (TDEM) Lift Station #3 Generator: This mitigation program project was awarded in May 2023 for a total award of \$40,000, including a City

match of \$4,000. The period of performance for this project ends in June 2025. A time extension request has been granted through March 2026.

- Texas Division of Emergency Management (TDEM) Lift Station #4 Generator: This mitigation program project was awarded in May 2023 for a total award of \$40,000, including a City match of \$4,000. The period of performance for this project ends in June 2025. A time extension request has been granted through March 2026.
- Texas Division of Emergency Management (TDEM) Lift Station #14 Generator: This mitigation program project was awarded in June 2023 for a total award of \$40,000, including a City match of \$4,000. The period of performance of this project ended in June 2024. A time extension request has been granted through March 2026.
- Texas Division of Emergency Management (TDEM) Service Center Generator: This mitigation program project was awarded in October 2024 for a total award of \$200,000, including a City match of \$20,000. The period of performance for this project ends in August 2025. A time extension request has been granted through March 2026.
- Texas Division of Emergency Management (TDEM) Recreation Center Generator: This mitigation program project was awarded in November 2024 for a total award of \$200,000, including a City match of \$20,000. The City elected to decline this grant award because Centerpoint donated a generator to this facility. The project has been de-obligated since.
- Texas Division of Emergency Management (TDEM) City Hall Generator: This mitigation program project was awarded in January 2025 for a total award of \$425,000, including a City match of \$42,500. The period of performance for this project ends in August 2025. A time extension request has been granted through March 2026.
- Texas Division of Emergency Management (TDEM) Riverplace Generator: This mitigation program project was awarded in January 2025 for a total award of \$143,000, including a City match of \$14,300. The period of performance for this project ends in August 2025. A change of scope and time extension have been granted through March 2026.

Water/Sewer Fund

As of October 31, 2025

Budget Summary

The revenues for the Water/Sewer Fund are \$587,375 or 6.7% of the total budgeted revenues.

The expenditures for the Water/Sewer Fund are \$373,911 or 4.3% of the total budgeted expenditures.

The revenues are over the expenditures by \$213,464.

See the attached financial statement for more detailed information.

Customer Billing Detail

Account Classification	Water	Sewer	Total Billed
<i>Apartment</i>	\$ 61,237	\$ 45,394	\$ 106,631
<i>Church</i>	2,987	2,446	5,433
<i>City</i>	0	0	0
<i>Commercial</i>	77,976	46,432	124,408
<i>Industrial</i>	105,019	38,270	143,290
<i>Residential</i>	105,335	81,561	186,896
<i>School</i>	37,894	21,859	59,753
This FY Total Billed	\$ 390,448	\$ 235,962	\$ 626,410
Last FY Total Billed	\$ 334,675	\$ 212,771	\$ 547,446
% Change in FY Billings	16.7%	10.9%	14.4%

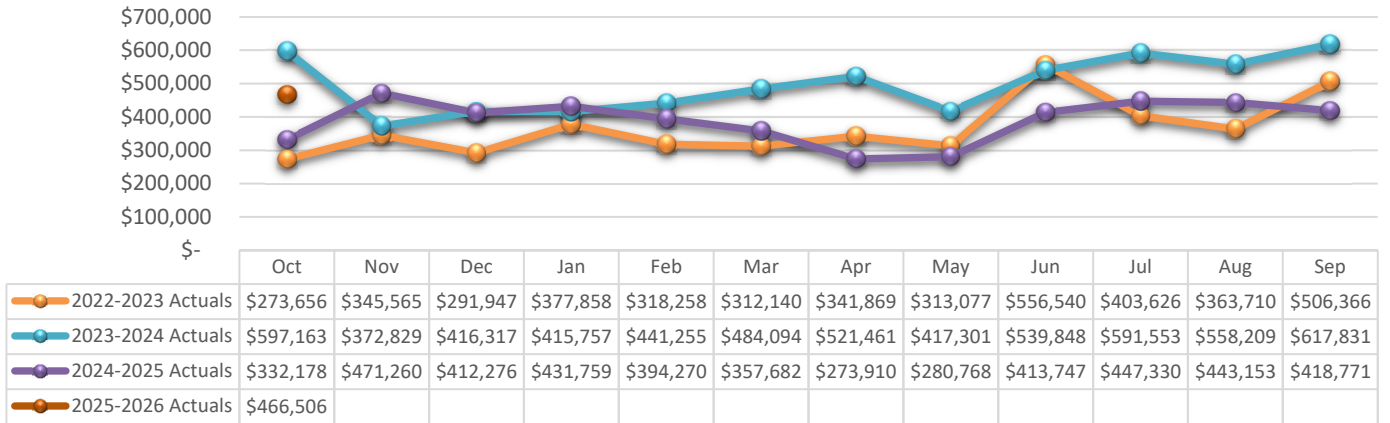
****Overall, there is a 14.4% increase in billings, when compared to the same period last fiscal year.**

Monthly Performance Overview

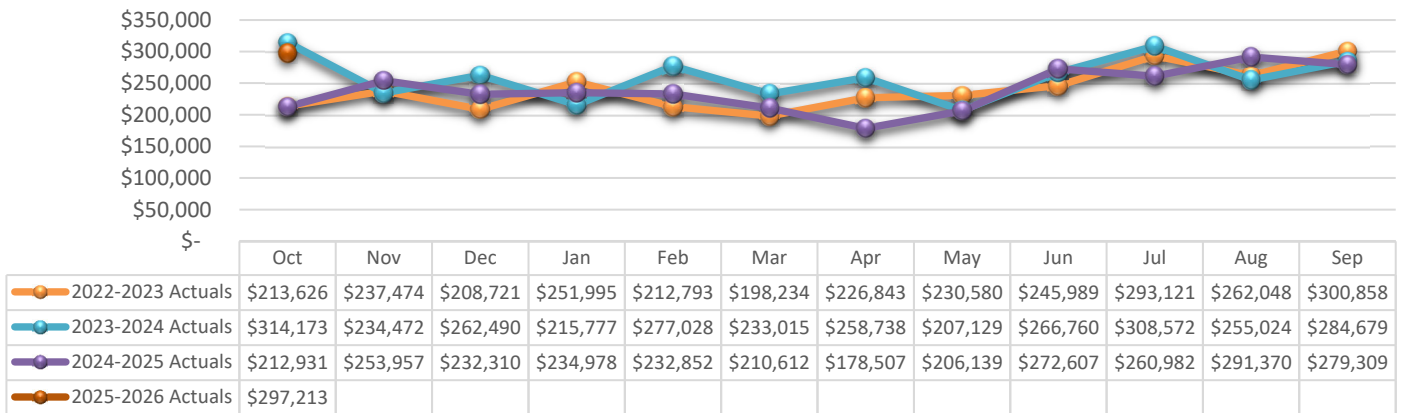
	May	Jun	Jul	Aug	Sep	Oct
Accounts Cut Off	198	213	222	188	133	175
Voluntary Account Closures	8	8	24	22	20	26
Returned Payments	UNK	UNK	3	8	8	7
Failed Payment Arrangements	UNK	UNK	4	8	3	1
Disconnections for Nonpayment	206	221	253	226	164	209
Idle Meters W/Usage Found	-	60	13	6	0	25
Total Back Billed	-	\$ 7,122.25	-	\$ 699.16	-	\$ 382.76

Historical Charts

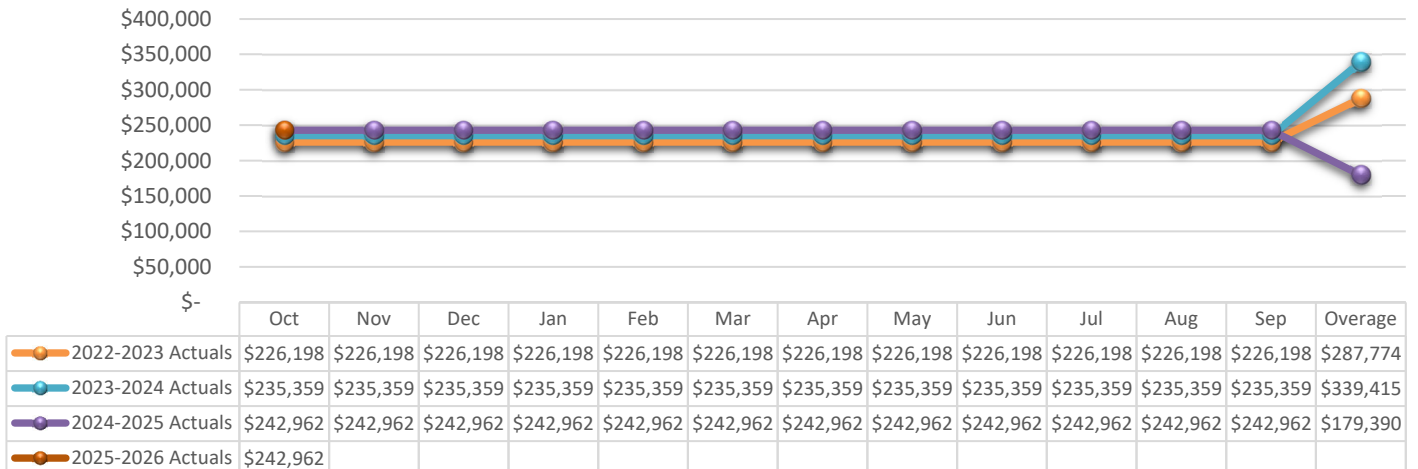
**Water Revenue
Monthly Billing Comparison**



**Sewer Revenue
Monthly Billing Comparison**



**Veolia
Monthly Expense Comparison**



Outstanding Balance Detail

Total Balance:	Current Due:	1 Month Due:	2 Months Due:	3 Months Due	4+ Months Due
\$ 426,563	\$ 308,027	\$ 29,229	\$ 11,632	\$ 17,177	\$ 60,497

Since January, these outstanding balances have been reduced by:

4+ Months - \$624,113 (was \$684,610 as of 1/31/25)

3 Months - \$50,998 (was \$68,175 as of 1/31/25)

2 Months - \$71,792 (was \$83,424 as of 1/31/25)

1 Month - \$77,098 (was \$106,327 as of 1/31/25)

BWA Usage

Month	Gallons Billed	Price	Total Due	Total Usage	Difference	Previous Over (Under)	Total Over (Under)
October	62,000,000	4.60	\$ 285,200	53,750,000	(8,250,000)	-	(8,250,000)
November	60,000,000	4.60	\$ 276,000	50,696,000	(9,304,000)	(8,250,000)	(17,554,000)
December	62,000,000	4.60	\$ 285,200	50,460,000	(11,540,000)	(17,554,000)	(29,094,000)
January	62,000,000	4.60	\$ 285,200	51,932,000	(10,068,000)	(29,094,000)	(39,162,000)
February	56,000,000	4.60	\$ 257,600	43,745,000	(12,255,000)	(39,162,000)	(51,417,000)
March	62,000,000	4.60	\$ 285,200	48,619,000	(13,381,000)	(51,417,000)	(64,798,000)
April	60,000,000	4.60	\$ 276,000	47,590,000	(12,410,000)	(64,798,000)	(77,208,000)
May	62,000,000	4.60	\$ 285,200	62,646,000	646,000	(77,208,000)	(76,562,000)
June	60,000,000	4.60	\$ 276,000	46,310,000	(13,690,000)	(76,562,000)	(90,252,000)
July	62,000,000	4.60	\$ 285,200	49,421,000	(12,579,000)	(90,252,000)	(102,831,000)
August	62,000,000	4.60	\$ 285,200	57,126,000	(4,874,000)	(102,831,000)	(107,705,000)
September	60,000,000	4.60	\$ 276,000	56,510,000	(3,490,000)	(107,705,000)	(111,195,000)

***October invoice has not yet been received, nothing new to update yet.

Report Certification

This report has been prepared by Ashlee Hurst, CGFO for Council presentation. I attest that the above is true and accurate, to the best of my abilities, as of September 30, 2025.

Ashlee Hurst, CGFO

11/4/2025

Signature

Date



City of Freeport
Capital Projects
For the Period End October 2025

Total Construction Commitments as of 10/31/25	
Total Commitments	\$ 21,113,269.38
Enterprise	\$ 14,859,084.05
Governmental	\$ 6,254,185.33

Project	Project Status	Budgeted Cost	Spent To Date	Remaining
Fund 67 - 2021 CO Bond Fund				
Water/Sewer				
Phase I SSOI Engineering - 2022-2025	In Progress	215,926.00	22,974.00	192,952.00
WWTP Grant Match (D300) - 2022-2025	In Progress	691,020.00	60,520.00	630,500.00
WWTP Improvements (D300) - 2022-2025	In Progress	1,298,130.00	138,209.66	1,159,920.34
Lift Station Pumps - 2024-2025	In Progress	151,348.00	156,236.00	-
Sewer Line Replacement SSOI - 2022-2025	In Progress	482,572.00	-	482,572.00
Total Funding Fund 67 - 2021 CO Bond Fund		\$ 2,838,996.00	\$ 377,939.66	\$ 2,465,944.34

Fund 66 - 2020 CO Bond Fund				
Admin				
City Hall Renovations - 2020-2025	On Hold	998,000.00	548,359.03	449,640.97
Public Works				
Heritage House Renovations - 2020-2025	On Hold	375,000.00	2,500.00	372,500.00
Total Funding Fund 66 - 2020 CO Bond Fund		\$ 1,373,000.00	\$ 550,859.03	\$ 822,140.97

Fund 14 -Streets & Drainage Funds				
Public Works				
None				
Total Funding Fund 14 - Streets & Drainage Fund		\$ -	\$ -	\$ -

Fund 21 - Facilities & Grounds CIP				
Admin				
City Hall Renovations - 2020-2021	On Hold	750,000.00	66,784.00	683,216.00
Fire/EMS				
Temp. Modular Building - 2022-2023	In Progress	426,095.00	566,316.08	-
Fire Station 1 Driveway - 2022-2023	In Progress	10,000.00	2,488.25	-
Golf Course				
Greens Resurfacing - 2023-2024	In Progress	320,000.00	139,784.85	180,215.15
Pumphouse Replacement - 2023-2024	In Progress	40,000.00	13,258.72	26,741.28
Golf Cart Annual Repair Path - 2025-2026	In Progress	10,000.00		10,000.00
Police				
Jail Facility Renovation - 2022-2023	In Progress	77,320.18	-	77,320.18
Server Room Ventilation - 2023-2024	In Progress	12,500.00	-	12,500.00
Public Works				
Splashpad Renovation - 2023-2024	In Progress	10,000.00	-	10,000.00
Nesting Training Tables - 2023-2024	In Progress	6,750.00	-	6,750.00
Splashpad Replacement - 2025-2026	In Progress	20,000.00	-	20,000.00
Total Funding Fund 21 - Facilities & Grounds CIP		\$ 1,682,665.18	\$ 788,631.90	\$ 1,026,742.61

Fund 22 - Vehicle & Equipment Replacement Fund				
Fire/EMS				
Equipping New Reserve FF - 2022-2023	In Progress	12,000.00	10,037.00	1,963.00
Furnishings/Appliances Fire Station 2 - 2022-2023	In Progress	30,000.00	1,077.00	28,923.00
Portable Radios - 2023-2024	In Progress	36,400.00	15,424.10	20,975.90
Reserve PPE - 2023-2024	In Progress	19,100.00	16,116.00	2,984.00
Tire Replacement for Fire Engines - 2025-2026	In Progress	13,000.00	-	13,000.00
Information Technology				

None

Administration

None

Golf Course

None

Police

Replace Gate Motor - 2023-2024	In Progress	15,000.00	-	15,000.00
CJIS Update - 2024-2025	In Progress	5,500.00	3,744.00	1,756.00
Temperature Control Service/911 - 2024-2025	In Progress	14,000.00	5,364.07	8,635.93
Purchase of (3) Vehicles - 2025-2026	In Progress	350,000.00	-	350,000.00
Replace PD Building Camera Storage	In Progress	12,000.00	-	12,000.00
Server Relocation - 2025-2026	In Progress	28,000.00	-	28,000.00

Public Works

Concrete Saw - 2025-2026	In Progress	6,256.00	-	6,256.00
Vibratory Plate Compactor - 2025-2026	In Progress	1,595.00	-	1,595.00
Jumping Jack - 2025-2026	In Progress	2,998.00	-	2,998.00
15' Batwing Mower - 2025-2026	In Progress	29,000.00	-	29,000.00
Zero Turn Mower - 2025-2026	In Progress	14,000.00	-	14,000.00

Total Funding Fund 22 - Vehicle & Equipment Replacement \$ 588,849.00 \$ 51,762.17 \$ 537,086.83

Fund 23 - Technology Fund

None

Total Funding Fund 23 - Technology Fund \$ - \$ - \$ -

Fund 25 - Projects Fund

Admin

Infrastructure OA Fleming Streets - 2023-2024	In progress	1,401,353.97	-	1,401,353.97
---	-------------	--------------	---	--------------

Water/Sewer

Infrastructure OA Fleming W/S - 2023-2025	In progress	1,000,000.00	-	1,000,000.00
Lift Station - 2023-2025	In progress	2,298,646.03	1,106,687.07	1,191,958.96
WWTP Improvements Grant Overage (D300) - 2023-2025	In progress	6,754,500.00	276,357.28	6,478,142.72

Public Works

None

Total Funding Fund 25 - Projects Fund \$ 11,454,500.00 \$ 1,383,044.35 \$ 10,071,455.65

Grant Funded Projects (Various Funds)

Administration

GLO Beach Maintenance Grant - 2024-2025	In Progress	473,943.00	-	473,943.00
---	-------------	------------	---	------------

Fire/EMS

FEMA SAFER - Fire Staffing Reimbursement - 2025-2028	In Progress	964,345.95	-	964,345.95
FEMA AFG - Self-Contained Breathing Apparatus - 2025	In Progress	108,900.00	-	108,900.00

Police

OOG - Rifle Resistant Body Armor - 2025-2026	In Progress	21,720.00	-	21,720.00
--	-------------	-----------	---	-----------

Public Works

TDEM MIT - Lift Station #3 Generator - 2023-2025	In Progress	36,000.00	36,000.00	-
TDEM MIT - Lift Station #4 Generator - 2023-2025	In Progress	36,000.00	36,000.00	-
TDEM MIT - Lift Station #14 Generator - 2023-2025	In Progress	36,000.00	36,000.00	-
TDEM MIT - City Hall Generator - 2024-2025	In Progress	425,000.00	45,000.00	380,000.00
TDEM MIT - Riverplace Generator - 2024-2025	In Progress	143,000.00	-	143,000.00
TDEM MIT - Service Center Generator - 2024-2025	In Progress	200,000.00	18,000.00	182,000.00

Water/Sewer

CDGB MIT Harvey - WWTP Improvements (D300) - 2021-2025	In Progress	5,991,468.00	3,888,851.97	2,102,616.03
CDGB MIT Water Improvements (E164) - 2023-2026	In Progress	1,868,000.00	54,626.00	1,813,374.00

Total Funding Grant Projects \$ 9,830,433.95 \$ 4,114,477.97 \$ 6,189,898.98



City of Freeport

General Fund

Schedule of Revenues & Expenditures - Budget vs Actuals

For the Period End Oct 2025

	Current Fiscal Year, 2025-2026					Prior Year
	Budget FY 2025-2026	Oct-2025 Actual	Year-to-Date Actual	Y-T-D Variance	Y-T-D % of Budget	Oct-2025 Y-T-D Actual
RESOURCES						
Property Taxes	3,419,000	19,333	19,333	(3,399,667)	0.6%	10,371
Industrial Taxes	10,475,000	-	-	(10,475,000)	0.0%	-
Sales Tax	2,680,000	-	-	(2,680,000)	0.0%	175,492
Franchise & Other Taxes	689,000	48,702	48,702	(640,298)	7.1%	47,263
Permits	152,800	19,100	19,100	(133,700)	12.5%	12,870
EMS	999,500	9,614	9,614	(989,886)	1.0%	64,838
Garbage	790,600	68,326	68,326	(722,274)	8.6%	65,533
Recreation/Rental	96,300	5,853	5,853	(90,447)	6.1%	10,905
Golf	1,198,300	111,421	111,421	(1,086,879)	9.3%	133,881
Municipal Court	230,050	18,551	18,551	(211,499)	8.1%	22,960
Grants	-	-	-	-	#DIV/0!	-
Lease Income	134,545	2,474	2,474	(132,071)	1.8%	9,454
Interest Earned	330,000	-	-	(330,000)	0.0%	28,196
Insurance Recovery	35,000	-	-	(35,000)	0.0%	171,376
Miscellaneous	150,350	17,329	17,329	(133,021)	11.5%	21,332
Transfers In	169,635	14,136	14,136	(155,499)	8.3%	-
TOTAL ACTUAL RESOURCES	\$ 21,550,080.00	\$ 334,838.02	\$ 334,838.02	\$ (21,215,241.98)	1.6%	\$ 774,470.99
Use of Fund Balance	-	-	-	-	-	-
TOTAL RESOURCES	\$ 21,550,080.00	\$ 334,838.02	\$ 334,838.02			\$ 774,470.99
EXPENDITURES						
Administration	2,303,455	344,742	344,742	(1,958,713)	15.0%	169,425
Information Technology	307,450	75,965	75,965	(231,485)	24.7%	82,496
Service Center	221,240	17,475	17,475	(203,765)	7.9%	14,465
Municipal Court	257,280	14,884	14,884	(242,396)	5.8%	16,597
Police	7,150,761	710,912	710,912	(6,439,849)	9.9%	499,416
Fire	2,093,076	124,510	124,510	(1,968,566)	5.9%	85,409
EMS	1,353,560	112,934	112,934	(1,240,626)	8.3%	80,271
Emergency Management	-	-	-	-	0.0%	-
Code Enforcement	-	-	-	-	#DIV/0!	15,289
Building	495,859	25,697	25,697	(470,162)	5.2%	36,072
Garbage Collection	755,000	-	-	(755,000)	0.0%	-
Street & Drainage	1,571,705	153,721	153,721	(1,417,984)	9.8%	116,243
Beach Fund Expense	42,850	328	328	(42,522)	0.8%	-
Main Street	153,560	10,410	10,410	(143,150)	6.8%	2,769
Historical Museum	346,419	23,962	23,962	(322,457)	6.9%	9,597
Sr Citizens Commission	18,000	3,744	3,744	(14,256)	20.8%	-
Library	42,200	359	359	(41,841)	0.9%	2,498
Parks	1,267,715	98,642	98,642	(1,169,073)	7.8%	161,292
Golf	1,537,973	112,101	112,101	(1,425,872)	7.3%	92,635
Recreation	488,381	35,831	35,831	(452,550)	7.3%	10,025
Transfers Out	686,849	57,237	57,237	(629,612)	8.3%	-
TOTAL EXPENDITURES	\$ 21,093,333.00	\$ 1,923,454.13	\$ 1,923,454.13	\$ (19,169,878.87)	9.1%	\$ 1,394,498.38
EXCESS/(DEFICIT)	\$ 456,747.00	\$ (1,588,616.11)	\$ (1,588,616.11)			\$ (620,027.39)



City of Freeport

Water & Sewer Fund

Schedule of Revenues & Expenditures - Budget vs Actuals

For the Period End Oct 2025

	Current Fiscal Year, 2025-2026					Prior Year
	Budget FY 2025-2026	Oct-2025 Actual	Year-to-Date Actual	Y-T-D Variance	Y-T-D % of Budget	Oct-2025 Y-T-D Actual
RESOURCES						
Water Revenue	5,310,218	333,352	333,352	(4,976,866)	6.3%	332,178
Sewer Revenue	3,101,000	234,001	234,001	(2,866,999)	7.5%	21,515
Water Tap Fee	12,000	-	-	(12,000)	0.0%	-
Sewer Tap Fee	5,000	-	-	(5,000)	0.0%	-
Connect & Penalty Fees	155,000	18,908	18,908	(136,092)	12.2%	14,466
Bad Debt Write-Off	1,000	903	903	(97)	90.3%	-
Interlocal Revenue	30,000	-	-	(30,000)	0.0%	-
Interest Earned	15,000	-	-	(15,000)	0.0%	205
Misc. Income	100	-	-	(100)	100.0%	-
Returned Check Fees	1,400	210	210	(1,190)	15.0%	125
Utility Reimbursements	145,000	-	-	(145,000)	0.0%	-
Grant - CDBG GLO	-	-	-	-	0.0%	-
Contributions/Capital	-	-	-	-	0.0%	-
Transfers In	-	-	-	-	-	-
TOTAL ACTUAL RESOURCES	\$ 8,775,718.00	\$ 587,375.14	\$ 587,375.14	\$ (8,188,342.86)	6.7%	\$ 368,488.55
Use of Fund Balance	-	-	-	-	-	-
TOTAL RESOURCES	\$ 8,775,718.00	\$ 587,375.14	\$ 587,375.14			\$ 368,488.55
EXPENDITURES						
Salaries	181,880	12,228	12,228	(169,652)	6.7%	5,855
Benefits	93,741	6,482	6,482	(87,259)	6.9%	2,432
Supplies	38,500	32	32	(38,468)	0.1%	-
Services	7,366,600	266,227	266,227	(7,100,373)	3.6%	272,647
Maintenance	14,000	20,069	20,069	6,069	143.4%	17,313
Sundry	31,950	2,953	2,953	(28,997)	9.2%	28,751
Capital Outlay	258,008	-	-	(258,008)	0.0%	-
Depreciation	-	-	-	-	0.0%	-
Debt Service Fees	-	-	-	-	0.0%	-
Transfer to Debt Service	641,039	53,420	53,420	(587,619)	8.3%	301,650
Transfer to General Fund	150,000	12,500	12,500	(137,500)	8.3%	-
TOTAL EXPENDITURES	\$ 8,775,718.00	\$ 373,911.28	\$ 373,911.28	\$ (8,401,806.72)	4.3%	\$ 628,648.16
EXCESS/(DEFICIT)	\$ -	\$ 213,463.86	\$ 213,463.86			\$ (260,159.61)



City of Freeport
Fund Balance Summary
For the Period End Oct 2025

	Fund Balance 9/30/2025	Year-to-Date Revenue	Year-to-Date Expense	Transfers In/(Out)	Unaudited Fund Balance 9/30/2026
OPERATING FUNDS					
10 - General Fund	11,800,218.08	334,838.02	1,923,454.13	-	10,211,601.97
56 - Water / Sewer Fund	12,466,555.86	587,375.14	373,911.28	-	12,680,019.72
	\$ 24,266,773.94	\$ 922,213.16	\$ 2,297,365.41	\$ -	\$ 22,891,621.69
RESERVE FUNDS					
64 - Debt Service Fund	523,642.50	56,181.37	-	-	579,823.87
	\$ 523,642.50	\$ 56,181.37	\$ -	\$ -	\$ 579,823.87
BOND/CAPITAL PROJECT FUNDS					
66 - 2020 CO Bond CIP Fund	1,067,587.44	-	-	-	1,067,587.44
67 - 2021 CO Bond CIP Fund	2,905,712.00	-	-	-	2,905,712.00
68 - AMI Water Meter Project Fund	329,871.33	-	-	-	329,871.33
	\$ 4,303,170.77	\$ -	\$ -	\$ -	\$ 4,303,170.77
INTERNAL SERVICE FUNDS					
14 - Street & Drainage Fund	2,747,743.31	-	-	-	2,747,743.31
21 - Facilities & Grounds Fund	2,201,124.25	2,500.00	-	-	2,203,624.25
22 - Vehicle & Equipment Fund	(16,084.06)	54,737.42	12,089.07	-	26,564.29
23 - IT Fund	223,591.94	-	-	-	223,591.94
	\$ 5,156,375.44	\$ 57,237.42	\$ 12,089.07	\$ -	\$ 5,201,523.79
SPECIAL PURPOSE FUNDS					
16 - Marina Operations Fund	1,114.08	-	-	-	1,114.08
18 - Hotel-Motel Tax Fund	358,271.98	-	5,000.00	-	353,271.98
24 - City-EDC Project Fund	48,998.75	19,365.00	1,636.25	-	66,727.50
25 - Port Projects Fund	5,970,096.49	-	470,350.35	-	5,499,746.14
40 - Court Technology Fund	22,752.47	8.00	-	-	22,760.47
41 - Court Security Fund	111,000.46	7.90	-	-	111,008.36
42 - Combined Muni Court Bldg Sec & Tech	746.05	1,008.87	-	-	1,754.92
43 - State Narcotics/Chapter 59 Fund	131,924.13	-	-	-	131,924.13
44 - Federal Narcotics/EQ Share Fund	-	-	-	-	-
70 - TIRZ No. 1 Fund	1,016,466.18	-	48,791.10	-	967,675.08
71 - Freeport 19 LLC Development	155.49	7,150.00	7,150.00	-	155.49
	\$ 7,661,526.08	\$ 27,539.77	\$ 532,927.70	\$ -	\$ 7,156,138.15
GRANT FUNDS					
12 - City Grants	(3,144,377.01)	-	901,814.10	-	(4,046,191.11)
17 - Beach Maintenance Fund	-	-	-	-	-
100 - Hurricane Beryl Fund	(1,854,008.62)	-	-	-	(1,854,008.62)
	\$ (4,998,385.63)	\$ -	\$ 901,814.10	\$ -	\$ (5,900,199.73)
OTHER FUNDS					
80 - Capital Assets	(8,083,634.33)	-	-	-	(8,083,634.33)
87 - Clearing Fund	-	-	-	-	-
90 - Long-Term Liabilities	(13,040,323.56)	-	-	-	(13,040,323.56)
	\$ (21,123,957.89)	\$ -	\$ -	\$ -	\$ (21,123,957.89)
EDC FUNDS					
30 - Economic Development Fund	4,791,035.64	500.00	102,506.68	-	4,689,028.96
31 - EDC Projects Fund	1,543,299.04	54,166.67	-	-	1,597,465.71
33 - EDC Marketing Fund	150,721.91	6,250.00	-	-	156,971.91
34 - Series 2001 - Debt Svc Fund	17,904.16	-	-	-	17,904.16
	\$ 6,502,960.75	\$ 60,916.67	\$ 102,506.68	\$ -	\$ 6,461,370.74
TOTAL CITY FUNDS	15,789,145.21	1,063,171.72	3,744,196.28	-	13,108,120.65
TOTAL EDC FUNDS	6,502,960.75	60,916.67	102,506.68	-	6,461,370.74
TOTAL ALL FUNDS	\$ 22,292,105.96	\$ 1,124,088.39	\$ 3,846,702.96	\$ -	\$ 19,569,491.39



City of Freeport
Cash Balance Summary
For the Period End Oct 2025

	Cash Balance 9/30/2025	Year-to-Date Activity	Unaudited Fund Balance 9/30/2026
OPERATING FUNDS			
10 - General Fund	12,241,724.32	(1,484,637.54)	10,757,086.78
56 - Water / Sewer Fund	1,246,874.74	173,815.25	1,420,689.99
	<u>\$ 13,488,599.06</u>	<u>\$ (1,310,822.29)</u>	<u>\$ 12,177,776.77</u>
RESERVE FUNDS			
64 - Debt Service Fund	469,659.08	56,839.79	526,498.87
	<u>\$ 469,659.08</u>	<u>\$ 56,839.79</u>	<u>\$ 526,498.87</u>
BOND/CAPITAL PROJECT FUNDS			
66 - 2020 CO Bond CIP Fund	1,067,587.44	-	1,067,587.44
67 - 2021 CO Bond CIP Fund	2,905,712.00	-	2,905,712.00
68 - AMI Water Meter Project Fund	329,871.33	-	329,871.33
	<u>\$ 4,303,170.77</u>	<u>\$ -</u>	<u>\$ 4,303,170.77</u>
INTERNAL SERVICE FUNDS			
14 - Street & Drainage Fund	2,747,743.31	-	2,747,743.31
21 - Facilities & Grounds Fund	2,201,124.25	2,500.00	2,203,624.25
22 - Vehicle & Equipment Fund	21,424.43	42,466.06	63,890.49
23 - IT Fund	223,591.94	-	223,591.94
	<u>\$ 5,193,883.93</u>	<u>\$ 44,966.06</u>	<u>\$ 5,238,849.99</u>
SPECIAL PURPOSE FUNDS			
16 - Marina Operations Fund	11,975.61	-	11,975.61
18 - Hotel-Motel Tax Fund	354,783.43	(1,511.45)	353,271.98
24 - City-EDC Project Fund	48,998.75	17,728.75	66,727.50
25 - Port Projects Fund	5,970,096.49	(470,350.35)	5,499,746.14
40 - Court Technology Fund	22,752.47	8.00	22,760.47
41 - Court Security Fund	111,000.46	7.90	111,008.36
42 - Combined Muni Court Bldg Sec & Tech	746.05	1,008.87	1,754.92
43 - State Narcotics/Chapter 59 Fund	131,924.13	-	131,924.13
44 - Federal Narcotics/EQ Share Fund	-	-	-
70 - TIRZ No. 1 Fund	984,320.32	(16,645.24)	967,675.08
71 - Freeport 19 LLC Development	26,585.43	(9,350.00)	17,235.43
	<u>\$ 7,663,183.14</u>	<u>\$ (479,103.52)</u>	<u>\$ 7,184,079.62</u>
GRANT FUNDS			
12 - City Grants	(3,135,577.31)	(910,613.80)	(4,046,191.11)
17 - Beach Maintenance Fund	-	-	-
100 - Hurricane Beryl Fund	(1,845,440.74)	(8,567.88)	(1,854,008.62)
	<u>\$ (4,981,018.05)</u>	<u>\$ (919,181.68)</u>	<u>\$ (5,900,199.73)</u>
TOTAL CITY FUNDS	<u><u>\$ 26,137,477.93</u></u>	<u><u>\$ (2,607,301.64)</u></u>	<u><u>\$ 23,530,176.29</u></u>



City Council Agenda Item #[2.D]

Title: Action approving road closures for the MLK, Jr. Parade on January 19, 2026-Jennifer Howell, Police Chief/Assistant City Manager

Date: November 17, 2025

From: Chief Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends approval of the request from the Dr. Martin Luther King, Jr. Celebration Committee of Brazoria County, Inc. (MLKCCBC) to hold the 40th Annual Dr. Martin Luther King, Jr. Parade and Festival on Monday, January 19, 2026, and to authorize the temporary street closures as outlined in their request.

Item Summary: The MLKCCBC has submitted a formal request to the City of Freeport seeking approval for the 2026 Dr. Martin Luther King, Jr. Parade and Festival. The parade will commemorate the 40th annual celebration with the theme “40 Years – Keeping the Dream Alive.” The event will include a parade beginning at 11:00 a.m. with staging starting at 8:30 a.m. on Cherry, East Park, and Fourth Street. The route will proceed from East Park Avenue and Fourth Street, continuing along 2nd Street/Dr. Martin Luther King, Jr. Blvd to 288-B, and concluding at the Freeport Municipal Park, where the Festival will take place until 4:30 p.m.

Background Information: Since 1986, the MLKCCBC has organized annual events honoring Dr. Martin Luther King, Jr., including community worship services, commemorative banquets, and parades. The organization promotes unity and civic engagement and also supports local students through the MLKCC and Dennis R. Edwards Memorial scholarships. This event has historically been supported by the City of Freeport and provides a community-wide opportunity to celebrate Dr. King’s legacy and message of service.

Special Considerations:

- Temporary street closures will be required along the designated parade route.
- Coordination with the Freeport Police Department, Public Works, and Parks Department will be necessary for traffic control, safety, and park setup.
- Event organizers will be responsible for cleanup and ensuring compliance with city event regulations.

Financial Impact: Possible overtime for additional staffing.

Board or 3rd Party Recommendation: N/A



Supporting Documentation:

1. MLKCCBC 2026 Request to City of Freeport City Council



Dr. Martin Luther King, Jr.
Brazoria County, Texas
Celebration Committee

P.O. Box 2681
Freeport, Texas 77541



Theme: 40 Years – Keeping the Dream Alive

November 4, 2025

City of Freeport

Attention: Clarisa Fernandez, Secretary
200 West 2nd Street
Freeport, TX 77541

**Re: 2026 Dr. Martin Luther King, Jr. Celebration Committee of Brazoria County,
Inc. Annual Parade & Festival**

Theme: 40 Years – Keeping the Dream Alive

To the City Council of Freeport:

It is my pleasure to inform you about the **40th annual Dr. Martin Luther King, Jr. Celebration**. We are a non-profit organization since 1986, MLKCC – Brazoria County has sponsored events to celebrate the state and federal holiday honoring the birthday of the late Dr. Martin Luther King, Jr. and to perpetuate his memory and the legacy of his achievements for future generations. Additionally, our MLKCC seeks to honor Dr. King's admonition of service to the community by sponsoring both the MLKCC and Dennis R. Edwards Memorial scholarships to deserving Brazoria County high school graduates.

This celebration conducts various worthy community uplifting projects and encourages its members to take roles in numerous civic, charitable, and cultural endeavors. This annual celebration is a time of unity and togetherness promoted through events including a Community Worship Service, MLKCC Commemorative Banquet, and Parade & Festival.

Dr. Martin Luther King, Jr. Celebration Committee request permission to close portions of the following streets during the **Parade to be held on Monday, January 19, 2026**. The parade will start at 11:00 am and the set up (staging area) will start at 8:30 am on Cherry, East Park and Fourth Street. The parade route will begin at East Park Avenue and Fourth Street and continue along 2nd Street/Dr. Martin Luther King, Jr. Blvd to 288-B to the Freeport Municipal Park. The celebration will continue through the **Festival at the Freeport Municipal Park** until 4:30 pm. In order to move forward with success, we are requesting your permission, support, and participation in the Annual Dr. Martin Luther King, Jr. Celebration.

Thank you in advance for your consideration and we look forward to celebrating the legacy of Dr. Martin Luther King, Jr., with you.

Sincerely,

James Heard

Mr. James Heard
Parade Chairman
Phone: (979) 235-0349

Mr. Will J. Brooks, Parade Co-Chairperson
Phone: (979) 202-7590 Cell or (979) 297-2801 Home

Min. Winston Rossow, MLKCC General Coordinator
Phone: (979)-480-4169

Esther Williams
MLKCC Secretary & Banquet Coordinator
Phone: (979) 848-7750

On behalf of MLKCC-BC Parade & Festival Committee

Theme: 40 Years – Keeping the Dream Alive

www.mlkcc.org



City Council Agenda Item #[4.A]

Title: Consideration and possible action approving Resolution No. 2025-2995 appointing a member to the Historical Commission and Main Street Advisory Board.

Date: November 17, 2025

From: Maria Lopez, Mainstreet Coordinator

Staff Recommendation: Staff recommends that the City Council appoint one of the two recommended applicants, Michelle Backman or Flora Green, to fill the vacant position on the Freeport Historical Commission & Main Street Advisory Board left by Lucy Martinez, whose term expires May 31, 2027.

Item Summary: This item considers approval of a resolution appointing a qualified individual to fill the unexpired term of Lucy Martinez, who recently resigned from the Freeport Historical Commission & Main Street Advisory Board.

Background Information: Board member Lucy Martinez resigned before the end of her appointed term, which is set to expire on May 31, 2027. The Main Street Advisory Board reviewed the applications submitted for the vacant position and has recommended two qualified applicants, Michelle Backman and Flora Green, for City Council's review and consideration.

Special Considerations: The appointee will serve the remainder of the unexpired term. Upon appointment, the individual will be required to take the Oath of Office as required by law.

Financial Impact: There is no financial impact associated with this appointment.

Board or 3rd Party Recommendation: The Main Street Advisory Board reviewed the submitted applications and recommended Michelle Backman and Flora Green as the candidates to fill the vacancy.

Supporting Documentation:

1. Resolution-Main Street Vacancy 2025 DUNCAN (2) (1)
2. Main Street Applicants

RESOLUTION NO. 2025-2995

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, ACCEPTING THE RESIGNATION OF A BOARD MEMBER AND APPOINTING A QUALIFIED PERSON TO THE FREEPORT HISTORICAL COMMISSION & MAIN STREET ADVISORY BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, Board Member Lucy Martinez of the Freeport Historical Commission & Main Street Advisory Board of the City of Freeport, Texas (“the City”), has submitted her resignation prior to the expiration of her term;

WHEREAS, the term of appointment for Lucy Martinez was set to expire on May 31, 2027;

WHEREAS, the City Council of the City desires to appoint the below-named qualified person to the Freeport Historical Commission & Main Street Advisory Board to fill the resulting vacancy and complete the unexpired term.

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

SECTION ONE (1): RESIGNATION

The City Council hereby accepts the resignation of Lucy Martinez, effective immediately, and acknowledges that her term was set to expire on May 31, 2027.

SECTION TWO (2): APPOINTMENT

The City Council of the City of Freeport, Texas, hereby nominates, constitutes, and appoints the following qualified person to the Freeport Historical Commission & Main Street Advisory Board to fill the unexpired term ending May 31, 2027, and until a successor for such person shall have been duly appointed and qualified, to-wit:

1. _____ Term Expiration: **05/31/2027**

SECTION THREE (3): DUTIES

The above-named appointee shall perform all duties imposed on members of the Freeport Historical Commission & Main Street Advisory Board of the City by law and by ordinance.

SECTION FOUR (4): OATH OF OFFICE

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

READ, PASSED, AND ADOPTED this ____ day of _____, 2025.

Attest: _____

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Jerry Cain, Mayor
City of Freeport, Texas

Approved as to Form:

Christopher Duncan, Interim City Attorney
City of Freeport, Texas

Applicants

1. Flora Green
2. Michelle Backman



City Council Agenda Item #[4.B]

Title: Consideration and possible action approving Ordinance No. 2025-2751 approval of Slaughter Road Generator.

Date: November 17, 2025

From: Rudy Ragle, Public Works Director

Staff Recommendation: Authorize approval of the purchase and turnkey installation of a 96 kW natural gas emergency generator at the Slaughter Road Pump Station from Worldwide Power Products in the total amount of **\$95,750.00**.

Item Summary: This purchase provides a complete emergency generator system and installation to ensure uninterrupted service at the Slaughter Road Pump Station during utility outages. The scope includes procurement of the generator, automatic transfer switch, electrical installation, concrete pad, gas connection, freight, and start-up.

Background Information: The Slaughter Road Pump Station is a critical facility for the City's water/wastewater system. During extended power outages, operations are at risk without backup generation. The proposed Gillette SP-960-3-2N2, 96 kW natural gas generator with sound-attenuated enclosure and automatic transfer switch will provide reliable emergency power. The vendor will perform all electrical, mechanical, and site work necessary to deliver a turnkey solution.

Special Considerations:

- Price reflects vendor participation under TIPS cooperative purchasing contract #221001, Vendor #4981.
- Delivery and installation are estimated at 4–6 weeks from order.
- City is responsible for extending the CenterPoint gas line to within 5 feet of the generator.
- Permitting and floodplain/structural surveys beyond electrical drawings are by others.

Financial Impact:

- Total package price: **\$95,750.00** (plus applicable TERP surcharge). Quote is good through 12/31/2026.
- Cost breakdown includes: Generator \$35,000, installation \$45,000, start-up \$2,000, concrete \$6,000, generator stand \$3,500, gas connection \$2,500, and freight/crane \$1,750.



- Funding to be allocated from the Water/Wastewater Enterprise Fund.

Board or 3rd Party Recommendation:

- Total turnkey package price: **\$95,750.00** (plus applicable TERP surcharge).
- Cost breakdown includes: Generator \$35,000, installation \$45,000, start-up \$2,000, concrete \$6,000, generator stand \$3,500, gas connection \$2,500, and freight/crane \$1,750

Supporting Documentation:

1. ORDINANCE GENERATOR 2025
2. City of Freeport Slaughter Rd 96kW Natural Gas
3. Freeport Slaughter Rd Pump gen addition
4. PRO City of Freeport Pump Station Generator 092325

ORDINANCE NO. 2025-2751

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE PURCHASE AND TURNKEY INSTALLATION OF A 96 KW NATURAL GAS GENERATOR AT THE SLAUGHTER ROAD PUMP STATION FROM WORLDWIDE POWER PRODUCTS UNDER TIPS CONTRACT #221001, IN AN AMOUNT NOT TO EXCEED \$95,750.00; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Freeport operates the Slaughter Road Pump Station, a critical facility necessary for the continued operation of the municipal water and wastewater systems; and

WHEREAS, during extended electrical outages, uninterrupted operation of this facility is essential to maintain water service to the citizens of Freeport; and

WHEREAS, staff has recommended, and the City Engineer concurs, that the installation of a 96 kW natural-gas-fueled generator will ensure reliable backup power for the facility; and

WHEREAS, Worldwide Power Products has submitted a proposal for the purchase and turnkey installation of a Gillette SP-960-3-2N2 generator with automatic transfer switch, enclosure, concrete pad, gas connection, start-up, and all associated work, for a total amount of \$95,750.00, procured through The Interlocal Purchasing System (TIPS) Contract #221001, Vendor #4981, which satisfies the competitive-procurement requirements of Chapter 252, Texas Local Government Code; and

WHEREAS, funding for this purchase is available and budgeted within the City's Water/Wastewater Enterprise Fund;

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

Section 1. Findings of Fact

The City Council specifically finds that the findings of fact contained in the preamble above are true and correct.

Section 2. Authorization.

The City Manager, or designee, is hereby authorized to purchase and execute all necessary documents for the turnkey purchase and installation of a 96 kW Gillette SP-960-3-2N2 Natural Gas Generator from Worldwide Power Products in the total amount of \$95,750.00 (plus any applicable TERP surcharge and permit fees) in accordance with TIPS Contract #221001.

Section 3. Funding.

Payment for said purchase shall be made from the Water/Wastewater Enterprise Fund, as approved in the current fiscal-year budget.

Section 4. Compliance.

The City Manager shall ensure that all installation, electrical, and permitting work complies with all applicable codes, safety standards, and utility coordination requirements, including CenterPoint Energy natural-gas extension responsibilities.

Section 5. Effective Date.

This ordinance shall take effect immediately upon its passage and approval.

READ, PASSED AND APPROVED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

ATTEST:

Chris Duncan, Interim City Attorney
City of Freeport, Texas

Quote #: 00019706	Date: 08/12/2025	Sales Rep: Donny Martin	Prepared by: Mac Sage
--------------------------	-------------------------	--------------------------------	------------------------------

Customer/Billing Information:			
Company Name:	City of Freeport	Ordered By:	Rudy Ragle
Billing Address:	200 West Second St. Freeport, Texas 77541 United States	Phone:	
		Mobile:	979-480-5506
		Email:	rragle@freeporttx.gov
TIPS PROPOSAL Vendor #4981 – Contract#221001			

Worldwide Power Products is pleased to offer the following proposal to meet the power generation requirements of your project:

<u>Gillette SP-960-3-2N2 Natural Gas Generator Set</u>	
Manufacturer: Gillette	Condition: New Factory Order
Model: SP-960-3-2N2	Hours: 0
Manufacture Date: 2021	Package S/N: TC-31-301
<u>Engine</u>	<u>Generator</u>
Engine Manufacturer: GM	Generator Manufacturer: Stamford
Engine Model: Ind. Power Train, Vortec,	Generator Model: UCI274D-311
5.7LTCAC, 4 cycle	kW: 96
Engine RPM: 1800	kVa: 120
Hp: 155	Voltage: 120/240V -3PH- B Hi-Leg
Cooling Method: Radiator	Power Factor: 0.8
Starter: Electric	Generator RPM: 1800
Governor: Electronic	Phase: Three
Air Cleaner: Standard Duty	Hz: 60
Jacket Water Heater	Leads: 12
	Bearings: Single Bearing
<u>Additional Specs</u>	<u>Weight & Dimensions</u>
WPP Item #: 23495	Length (in): 122"
Circuit Breaker Size: 400A AMPS	Width (in): 48"
Enclosure: Sound Attenuated Enclosed	Height (in): 73"
<u>Additional Information</u>	Weight (lbs): 3,166
1 1/4" Flexible Dry Fuel Line 16" Long	
QUANTITY: 1	UNIT PRICE: \$35,000.00

ADDITIONAL

Installation: \$45,000.00
Complete turnkey electrical install for 96 kW genset:
1) Provide and install 1x new 260A ASCO ATS to be installed next to the main disconnect
2) The following feeders, including raceways and wiring:
a) 1x New 250A normal feeder from service disconnect to the new ATS b) 1x New 250A feeder from the generator to the new ATS, sitework and trenching included c) 1x new 250A Feeder from the ATS to the MDPanel

- 3) Install new emergency 60A panel, tapped from the ATS to create 120V emergency power for the generator control power circuits
- 4) 2x 1" raceways from the ATS and new panel for the following a) power circuits required for the battery charger, receptacle block heater, and anti-condensation heater b) controls and start circuit
- 5) City of Freeport electrical drawings and permitting. any additional requirements by the city following plan review, such as flood plain surveys and structural drawings are by others. Electric drawings are included, but all other trades drawings and letters required by the city are to be by others.
- 6) Concrete work by WPP. Diesel generator and setting WPP.
- 7) Grounding and bonding for generator is included
- 8) The location of the generator has been identified to be within 25 ft of the main service
- 9) NEMA 4X stainless steel enclosure to the new ATS
- 10) CenterPoint gas line from street to within 5 ft of generator is the responsibility of the customer.

Start Up: \$2,000.00

Concrete Work: \$6,000.00

3' tall Galvanized Generator Stand: \$3,500.00

Gas Connection: \$2,500.00

Freight & Crane: \$1,750.00

TOTAL PACKAGE PRICE: \$95,750.00

Availability: 4-6 weeks

Freight Terms: EXW - Ex Works

Payment Terms: 50% deposit with remaining 50% due upon completion

**Price does not include applicable sales tax or the Texas Emissions Reduction Plan (TERP) Surcharge Tax
Quote is valid for 30 days and is subject to the Terms & Conditions of the Sales Agreement*

Terms and Conditions

Please click the following link to view our full Terms and Conditions in PDF format:

<https://www.wpowerproducts.com/terms.pdf>

Purchaser hereby acknowledges receipt of and agreement to the aforementioned Terms and Conditions:

Cost, terms, and conditions agreed:	
Customer Name (print):	Date:
Customer Signature:	WPP Salesperson Signature:

POWER FIELD SERVICES

1555 FM 517 Rd. West
Dickinson, Texas 77539

Proposal No: H25BSP102425B

1555 FM 517 West
Dickinson, Texas 77539
(281)337-7683
(281)337-7684 fax

To: City of Freeport
Attn: Dan Pennington

Re: Generator installation, complete

PROPOSAL SUMMARY

Scope of Work: Install one 100kW natural gas generator

System Components & Installation

1. New Generator Units
 - 100kW Blue Star Power Systems genset
 - Natural Gas
 - Engine: GM 5.7LTCAC (EPA Certified)
 - Sound-attenuated enclosure
2. New Asco Series 300 Automatic Transfer Switch
 - 400 amp
 - 3 pole
 - 120/240 volt, three phase
 - NEMA 4x Stainless Steel Enclosure
4. Wiring & Connectivity
 - Load wiring between the incoming service and the ATS and the ATS and the generator
 - Control wiring between generator and ATS
 - Auxiliary wiring for heaters and battery chargers
5. Fuel Supply
 - Install natural gas regulators and piping from City Provided meter to new generator
6. Logistics & Execution
 - Includes all freight, crane/lift services, manpower, and equipment to complete the scope

Not Included (Available at Additional Cost)

1. Temporary generator during construction
2. Engineered drawings
3. Permits
4. Taxes or use fees

Turnkey Cost: \$148,560.00

Project Timeline & Terms

- Generator Lead Time: 30 weeks weeks ARO
- FOB: Jobsite, Texas
- Delivery: On Truck
- Payment Terms: Benchmarks TBD, Net30
- Offer Validity: Price valid for 60 days

Accepted by: _____

Scott Havis

Date: _____

October 27, 2025



Kim Neal & Associates, LLC

TIPS Awarded Vendor, Contracts #22010601 HVAC & 241001 JOC
State of Texas HUB Certified M/WBE

September 23, 2025

City of Freeport, Texas
1201 N. Avenue H
Freeport, Texas 77541

Attention: Mr. Dan Pennington

Subject: Freeport Pump Station Generator Install Proposal KNAWB09232501

The base bid proposed project pricing is certified to be in accordance with "Texas Inter-local Purchasing Agreement" (TIPS) established between Kim Neal & Associates, LLC (KNA) having administrative offices at 5613 Lafayette Drive Frisco, Texas 75035, and TIPS, per TIPS contract #241001 for work to take place at the Freeport Pump Station at 3200 County Road 217 Freeport, Texas 77541 and is as described on page 3 - 5 of this proposal.

Base bid\$132,458.00
(One Hundred Thirty-Two Thousand Four Hundred Fifty-Eight Dollars) excluding any taxes for the project.

Add to base bid for 100% Payment and Performance Bonds.....\$3,537.00
(Three Thousand Five Hundred Thirty-Seven Dollars) excluding any taxes for the project.

Sincerely,

Wes Blackwood

Wes Blackwood, P.E., CEM, LEED AP, GBE
Sales Engineer
Kim Neal & Associates, LLC
214-682-5831 Cel



Kim Neal & Associates, LLC

TIPS Awarded Vendor, Contracts #22010601 HVAC & 241001 JOC
State of Texas HUB Certified M/WBE



Accepted and agreed to by:

City of Freeport, Texas

Date:

Date

Accepted and agreed to by:

Kim Neal & Associates

Date:

Date



Kim Neal & Associates, LLC

TIPS Awarded Vendor, Contracts #22010601 HVAC & 241001 JOC
State of Texas HUB Certified M/WBE

Freeport Pump Station Generator Install Project:

Furnish all labor, materials, insurance, and supervision to perform following scope of work.

Base Bid Scope:

1. Furnish and install (1) new 50kW NG 3ph 120/208v Generac Generator.
2. Furnish and install (1) new 4' thick concrete pad for the new generator.
3. Demo the existing MTS and temp tap box.
4. Install (1) new 400a NEMA 3R ATS.
5. Install new Rigid Conduit with Copper wire to connect the ATS to the existing service.
6. Install new Rigid Conduit with Copper wire from ATS to the Generator.
7. Install (1) new 120v circuit from the existing panel board to the generator for the battery charger.
8. Start-up & Commissioning of generator and ATS.
9. Excavate at 24" from customer's newly installed 5lb gas meter (by others/centerpoint/purveyor).
10. Installation of approximately 300' gas piping to newly installed generator location with fusion weld PE poly gas line piping, and UPC approved tracer wire to riser above grade for access.
11. Line shall be pressure tested prior to cover.
12. Above grade piping shall be galvanized schedule 40 steel with malleable fittings, and painted to prevent premature failure.
13. Line shall have customer side aga approved gas valve (ball style) at meter, and at the equipment for servicing/isolation.
14. Line shall be final tested and backfilled to grade with existing materials.
15. Clean up jobsite and haul off refuse.

Excluded items:

- Overtime and Holidays working hours and any taxes are excluded.
- Contingency of any kind.
- Permit.

Payment Schedule: - 100% Bill upon completion



Kim Neal & Associates, LLC

TIPS Awarded Vendor, Contracts #22010601 HVAC & 241001 JOC
State of Texas HUB Certified M/WBE

KIM NEAL & ASSOCIATES - TERMS AND CONDITIONS OF SALE

1. **PAYMENT AND TAXES**— Payment shall be made 10/net 30 days from date of invoice. Kim Neal & Associates reserves the right to require cash payment or other alternative method of payment prior to completion of work if Kim Neal & Associates determines, in its sole discretion, that Customer or Customer's assignee's financial condition at any time does not justify continuance of the net 30 days payment term. In addition to the Agreement price, the Customer shall pay Kim Neal & Associates any applicable taxes or government charges that may be required in connection with the service or material furnished under this Agreement.
2. **WORKING HOURS**— All services performed under this Agreement including major repairs, are to be provided during Kim Neal & Associates's normal working hours unless otherwise agreed.
3. **ADDITIONAL SERVICE**— Services or parts requested by Customer in addition to those specified in this Agreement will be provided upon receipt of Customer's written authorization and invoiced at Kim Neal & Associates's prevailing labor rates and parts charges. Additional services or parts shall be supplied under the terms of this Agreement.
4. **EXCLUSIONS**— Kim Neal & Associates is not responsible for items not normally subject to mechanical maintenance including but not limited to: duct work, casings, cabinets, fixtures, structural supports, grillage, water piping, steam piping, drain piping, cooling tower fill, boiler tubes, boiler refractory, disconnect switches and circuit breakers. Kim Neal & Associates is not responsible for repairs, replacements, alterations, additions, adjustments, repairs by others, unscheduled calls or emergency calls, any of which may be necessitated by negligent operation, abuse, misuse, prior improper maintenance, vandalism, obsolescence, building system design, damage due to freezing weather, chemical/electrochemical attack, corrosion, erosion, deterioration due to unusual wear and tear, any damage related to the presence of mold, fungi, mildew, or bacteria, damage caused by power reductions or failures or any other cause beyond Kim Neal & Associates's control.
Kim Neal & Associates is not responsible for the identification, detection, abatement, encapsulating or removal of asbestos, products or materials containing asbestos, similar hazardous substances, or mold, fungi, mildew, or bacteria. In the event that Kim Neal & Associates encounters any asbestos product or any hazardous material in the course of performing its work, Kim Neal & Associates may suspend its work and remove its employees from the project, until such product or material, and any hazards connected with it are abated. Kim Neal & Associates shall receive an extension of time to complete its work and compensation for delays encountered as a result of such situation and its correction. Kim Neal & Associates shall not be required to perform tests, install any items of equipment or make modifications that may be recommended or directed by insurance companies, government, and state, municipal or other authority. However, in the event any such recommendations occur, Kim Neal & Associates, at its option, may submit a proposal for Customer's consideration in addition to this Agreement. Kim Neal & Associates shall not be required to repair or replace equipment that has not been properly maintained.
5. **WARRANTY**— Kim Neal & Associates warrants that all service provided under this Agreement shall be performed in a workmanlike manner. Kim Neal & Associates also warrants all Kim Neal & Associates parts or components supplied hereunder to be free from defects in material and workmanship. For parts or components determined to be defective within one year from date of installation or before the termination date of this Agreement, whichever is earlier, and in the case of service, determined to be defective within ninety (90) days of completion of that service, Kim Neal & Associates shall at its option repair, replace, or issue a credit, for any such parts, components or service, provided they were not damaged, abused, or affected by chemical properties. Kim Neal & Associates shall not be liable for repairs required as a consequence of faulty installation by persons other than Kim Neal & Associates, misapplication, abuse, improper servicing, unauthorized alteration or improper operation by persons other than Kim Neal & Associates. Any claim for defective workmanship must be provided to Kim Neal & Associates in writing. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. Kim Neal & Associates's obligations to repair, replace, or issue credit for any defective parts, components or service shall be Customer's exclusive remedy.
6. **PROPRIETARY RIGHTS**— During the term of this Agreement and in combination with certain services, Kim Neal & Associates may elect to install, attach to Customer equipment, or provide portable devices (hardware and/or software) that shall remain the personal proprietary property of Kim Neal & Associates. No devices installed, attached to real property or portable device(s) shall become a fixture of the Customer locations. Customer shall not acquire any interest, title or equity in any hardware, software, processes, and other intellectual or proprietary rights to devices that are used in connection with providing service on Customer equipment.
7. **DELAYS**— Delays caused by conditions beyond the reasonable control of either party shall not be the liability of either party to this Agreement.
8. **CUSTOMER RESPONSIBILITIES**— Customer shall:
 - Provide safe and reasonable equipment access and a safe work environment.
 - Permit access to Customer's site, and use of building services including but not limited to: water, elevators, receiving dock facilities, electrical service and local telephone service.
 - Keep areas adjacent to equipment free of extraneous material, move any stock, fixtures, walls or partitions that may be necessary to perform the specified service.
 - Promptly notify Kim Neal & Associates of any unusual operating conditions.
 - Upon agreement of a timely mutual schedule, allow Kim Neal & Associates to stop and start equipment necessary to perform service.
 - Provide adequate water treatment.
 - Provide the daily routine equipment operation (if not part of this Agreement) including availability of routine equipment log readings.
 - Where Kim Neal & Associates's remote monitoring service is provided, provide and maintain a telephone line with long distance direct dial and answer capability.
 - Operate the equipment properly and in accordance with instructions.
 - Promptly address any issues that arise related to mold, fungi, mildew or bacteria.
 - Identify and label any asbestos containing material that may be present. The customer will provide, in writing, prior to the start of a job, a signed statement regarding the absence or presence of asbestos for any job where the building or the equipment to be serviced is older than 1981. Should this document state that no asbestos is present, the customer will also provide in writing the method used to determine the absence of asbestos.
9. **EQUIPMENT CONDITION & RECOMMENDED SERVICE**— Upon the initial scheduled operating and/or initial annual stop inspection, should Kim Neal & Associates determine the need for repairs or replacement, Kim Neal & Associates will provide Customer in writing an 'equipment condition' report including recommendations for corrections and the price for repairs in addition to this Agreement. In the event Kim Neal & Associates recommends certain services (that are not included herein or upon initial inspection) and if Customer does not elect to have such services properly performed in a timely fashion, Kim Neal & Associates shall not be responsible for any equipment or control failures, operability or any long-term damage that may result. Kim Neal & Associates at its option will either continue to maintain equipment and/or controls to the best of its ability, without any responsibility, or remove such equipment from this Agreement, adjusting the price accordingly.
10. **CUSTOMER TERMINATION**— Customer shall have the right to terminate this Agreement for Kim Neal & Associates's non-performance provided Kim Neal & Associates fails to cure such non-performance within 30 days after having been given prior written notice of the non-performance. Upon early termination or expiration of this Agreement, Kim Neal & Associates shall have free access to enter Customer locations to disconnect and remove any Kim Neal & Associates personal proprietary property or devices as well as remove any and all Kim Neal & Associates-owned parts, tools and personal property. Additionally, Customer agrees to pay Kim Neal & Associates for all incurred but unamortized service costs performed by Kim Neal & Associates including overheads and a reasonable profit.
11. **KIM NEAL & ASSOCIATES TERMINATION**— Kim Neal & Associates reserves the right to discontinue its service any time payments have not been made as agreed or if alterations, additions or repairs are made to equipment during the term of this Agreement by others without prior agreement between Customer and Kim Neal & Associates.

Freeport Pump Station Generator

Page 4 of 5 pages.



Kim Neal & Associates, LLC

TIPS Awarded Vendor, Contracts #22010601 HVAC & 241001 JOC
State of Texas HUB Certified M/WBE

12. **LIMITATION OF LIABILITY**— Under no circumstances shall Kim Neal & Associates be held liable for any incidental, special or consequential damages, including loss of revenue, loss of use of equipment or facilities, or economic damages based on strict liability or negligence. Kim Neal & Associates shall be liable for damage to property, other than the equipment provided under this Agreement, and to persons, to the extent that Kim Neal & Associates's negligent acts or omissions directly contributed to such injury or property damage. Kim Neal & Associates's maximum liability for any reason (except for personal injuries) shall consist of the refunding of half of all moneys paid by Customer to Kim Neal & Associates under this Agreement.
13. **WASTE DISPOSAL**— Customer is wholly responsible for the removal and proper disposal of waste oil, refrigerant and any other material generated during the term of this Agreement.
14. **CLAIMS**— Any suits arising from the performance or non-performance of this Agreement, whether based upon contract, negligence, strict liability or otherwise, shall be brought within one (1) year from the date the claim arose.
15. **GOVERNMENT PROCUREMENTS**— Kim Neal & Associates offers standard commercial items that may not comply with Government specifications. Kim Neal & Associates does not comply with the Cost Accounting Standards (CAS) or with the Federal Acquisition Regulations (FAR), except for FAR Part 12. In no event shall Kim Neal & Associates provide any Cost or Pricing Data in connection with this Agreement or subsequent modifications.
16. **SUPERSEDURE, ASSIGNMENT and MODIFICATION**— This Agreement contains the complete and exclusive statement of the agreement between the parties and supersedes all previous or contemporaneous, oral or written, statements. Customer may assign this Agreement only with Kim Neal & Associates's prior written consent. No modification to this Agreement shall be binding unless in writing and signed by both parties.

END OF PROPOSAL.



City Council Agenda Item #[4.C]

Title: Consideration and possible action approving Ordinance No. 2025-2752 canvassing the results and declaring the results of the November 4, 2025, Special Election.

Date: November 17, 2025

From: Dan Pennington, Interim City Manager

Staff Recommendation: Staff recommends approval of the ordinance canvassing the election returns and declaring the official results of the November 4, 2025, Special Election regarding the adoption of the Fire Fighters' and Police Officers' Civil Service Law pursuant to Chapter 143 of the Texas Local Government Code.

Item Summary: This ordinance certifies and adopts the official results of the November 4, 2025, Special Election in which qualified voters of the City of Freeport considered the adoption of the Fire Fighters' and Police Officers' Civil Service Law. The canvass confirms the election was conducted in accordance with Texas law, and the proposition passed with a majority of votes cast in favor.

Background Information:

On August 4, 2025, the City Council approved Ordinance No. 2025-2739 ordering a Special Election for November 4, 2025. The purpose of the election was to submit to the voters the question of whether to adopt the Fire Fighters' and Police Officers' Civil Service Law under Chapter 143 of the Texas Local Government Code.

The election was duly noticed and conducted in compliance with the Texas Election Code. A total of **449 votes** were cast, with **295 votes for** and **154 votes against** the proposition. The majority of voters favored the adoption, thereby approving implementation of the Civil Service system for Freeport's Fire and Police Departments.

Special Considerations:

- Certification of results is a statutory requirement before the adoption of the Civil Service system can take effect.
- Upon approval, the City is required to coordinate with the Texas Civil Service Commission and implement applicable administrative structures and processes.



- Implementation may require future council action related to Civil Service rules, commission appointments, and related personnel policies.

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. ORDINANCE CANVASS CIVIL SERVICE DUNCAN
2. CITY OF FREEPORT 2025-11-04-CANVASS

ORDINANCE NO. 2025-2752

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CANVASSING THE RETURNS AND DECLARING THE RESULTS OF THE SPECIAL ELECTION HELD ON NOVEMBER 4, 2025, FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION TO CONSIDER WHETHER TO ADOPT THE FIRE FIGHTERS’ AND POLICE OFFICERS’ CIVIL SERVICE LAW; AND PROVIDING FOR RELATED MATTERS.

WHEREAS, The City Council of the City of Freeport, Texas (“City Council”), pursuant to Texas Local Government Code Chapter 143 and the Texas Election Code, called by Ordinance No. 2025-2739 a Special Election to be held on November 4, 2025, for the purpose of submitting to the qualified voters of the City a proposition to consider whether to adopt the Fire Fighters’ and Police Officers’ Civil Service Law; and

WHEREAS, said election was duly held on the 4th day of November, 2025, in conformity with the Ordinance No. 2025-2739, Election Order, the Texas Election Code, and other applicable laws; and

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

Section 1. Findings.

The Mayor and City Council of the City of Clute, Texas, make the following findings of fact with respect to said election, to-wit:

First, the facts and recitations set forth in the preamble of this Ordinance are hereby found to be true and correct and are incorporated by reference for all purposes as findings of fact.

Second, that notice of said election was given in the manner and at the time required by law.

Third, that said election was duly called and held in the manner and at the time required by law, and said Ordinance No. 2025-2739 and that only qualified voters were permitted to vote.

Fourth, that based on the election returns of said election, which are now before the Mayor and City Council and which are found to be in due form and order and to have been regularly made as required by law, a total of 449 votes were cast in the election.

Section 2. Canvass of Returns.

The City Council hereby finds and declares that the election was duly called, that proper notice was given, and that said election was held in accordance with law. The City Council has duly canvassed the returns and hereby adopts the official election results as follows:

Proposition	For	Against	Result
Proposition A	<u>295</u>	<u>154</u>	PASSED

Section 3. Declaration of Result.

Based upon the canvass of the official election returns:

- If the majority of votes were cast FOR the proposition, the City Council hereby declares that the Fire Fighters' and Police Officers' Civil Service Law is adopted for the City of Freeport, Texas, pursuant to Chapter 143 of the Texas Local Government Code.
- If the majority of votes were cast AGAINST the proposition, the City Council hereby declares that the Fire Fighters' and Police Officers' Civil Service Law is not adopted by the City of Freeport, Texas.

Section 4. Authorization of Filing.

The City Secretary is hereby authorized and directed to file a copy of this Ordinance and the official tabulation of results with the proper authorities, as required by law.

Section 5. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval.

READ, PASSED, APPROVED AND ADOPTED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Chris Duncan, Interim City Attorney
City of Freeport, Texas

CITY OF FREEPORT SPECIAL ELECTION

Constitutional Amendment & Joint Local Election

Run Time 1:07 PM

Run Date 11/05/2025

BRAZORIA COUNTY

Constitutional Amendment Election and Joint Local Election

11/4/2025

Page 1

Unofficial Results

Registered Voters

469 of 5414 = 8.66%

Precincts Reporting

0 of 4 = 0.00%

City of Freeport Proposition A

Precinct	FOR	AGAINST	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
7	94	58	152	6	0	1	65	92	158	2,251	7.02%
8	17	13	30	3	0	0	21	12	33	134	24.63%
17	184	83	267	11	0	3	104	171	278	3,016	9.22%
20	0	0	0	0	0	0	0	0	0	13	0.00%
Totals	295	154	449	20	0	4	190	275	469	5,414	8.66%

CITY OF FREEPORT SPECIAL
ELECTION

Constitutional Amendment & Joint Local
Election

Run Time 1:07 PM

Run Date 11/05/2025

BRAZORIA COUNTY

Constitutional Amendment Election and Joint Local Election

11/4/2025

Page 2

Unofficial Results

Registered Voters

469 of 5414 = 8.66%

Precincts Reporting

0 of 4 = 0.00%

*** End of report ***



City Council Agenda Item #[4.D]

Title: Consideration and possible action approving Resolution No. 2025-2996 appointing a candidate for the Board of Directors of the Brazoria County Appraisal District.

Date: November 17, 2025

From: Dan Pennington, Interim City Manager

Staff Recommendation: Staff recommends approval of the Resolution nominating, constituting, and appointing a qualified person(s) to the Board of Directors of the Brazoria County Appraisal District for the upcoming four-year term beginning January 1, 2026.

Item Summary: Annually, the county, cities, ISDs, and all taxing units within Brazoria County cast votes for nominees appearing on a ballot to serve on the Board of Directors for the Brazoria County Appraisal District. Attached is the ballot with all names of candidates nominated by each taxing entity to serve on the board. The Freeport City Council has 8 votes to cast.

Background Information: The board of directors is an authoritative body of individuals that govern our local appraisal district. The board serves as part of the local property tax system equation of checks and balances. The board of directors hires the chief appraiser, and approves their annual budget. The directors have no authority to set values or appraisal methods. The chief appraiser is appointed by and serves at the pleasure of the appraisal district board of directors. It is the responsibility of the chief appraiser to carry out the appraisal district's legal duties, hire staff, administer the annual appraisal process, and operate the appraisal office. The following is a nonexclusive list of the primary responsibilities of the board of directors under the Property Tax Code:

- Establish the CAD's appraisal office;
- Hire a chief appraiser;
- Adopt the CAD's annual operating budget before Sept. 15 after fulfilling notice requirements and holding a public hearing;
- Select a chairman and a secretary from among ARB members;
- Notify taxing units of any vacancy on the board and elect by majority vote of members one of the submitted nominees;
- Elect from members a chair and secretary at the first meeting of the calendar year;
- Have board meetings at least once each calendar quarter;
- Develop and implement policies regarding reasonable access to the board;
- Prepare information describing the board's functions and complaint procedures; the information must be made available to the public and the appropriate taxing units;



- Notify those parties to a complaint filed with the board of the status of the complaint unless otherwise provided;
- Appoint a taxpayer liaison officer (in counties having a population of over 125,000);
- Biennially develop a written plan for the periodic reappraisal of all property in the CAD's boundaries, hold a public hearing with the required notice, approve a plan by Sept. 15 of each even-numbered year, and distribute copies to participating taxing units and to the Comptroller as required;
- Make an agreement with the newly formed taxing unit's governing body on an estimated budget allocation for the new taxing unit;
- Have prepared an annual financial audit conducted by an independent certified public accountant and deliver a copy of the audit to each voting taxing unit and made available for inspection at the CAD office;
- Designate the CAD depository at least once every two years;
- Receive taxing units' resolutions disapproving board actions;
- Adhere to requirements regarding purchasing and contracting under Local Government Code Chapter 252;
- Provide advice and consent to the chief appraiser concerning the appointment of an agricultural appraisal advisory board and determine the number of members on that advisory board;
- Adhere to laws concerning the preservation, microfilming, destruction or other disposition of records

Special Considerations: While there are 8 names identified on the ballot, at the October 6, 2025, Council meeting, Freeport nominated Loren Eric Hayes and Michelle Wetzel to appear on the ballot. The Council may cast their votes for any candidate or split their votes among candidates.

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. BCAD Resolution (1)
2. copier@freeport.tx.us_20251103_105918

RESOLUTION NO. 2025-2996

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT,
TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED
PERSON(S) TO THE BOARD OF DIRECTORS OF THE BRAZORIA COUNTY
APPRAISAL DISTRICT.**

* * * * *

WHEREAS, the official ballot containing the names of the duly nominated candidates for the Board of Directors of the Brazoria County Appraisal District has been received from the Chief Appraiser of the Brazoria County Appraisal District; and

WHEREAS, the City of Freeport wishes to cast its votes thereon;

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

Section 1. The City Council does hereby determine and cast its votes for the candidates for the Board of Directors of the Brazoria County Appraisal District as follows:

NOMINATIONS/CANDIDATES	VOTE(S) CAST
1. _____	1. _____
2. _____	2. _____
3. _____	3. _____
4. _____	4. _____
5. _____	5. _____
6. _____	6. _____
7. _____	7. _____
8. _____	8. _____

BE IT FURTHER RESOLVED that the official ballot be marked in accordance with this resolution and returned to the Chief Appraiser of the Brazoria County Appraisal District with a copy of this resolution attached hereto prior to December 15, 2025.

PASSED AND APPROVED this _____ day of _____, 2025.

ATTEST:

Jerry Cain, Mayor
City of Freeport, Texas

Clarisa Fernandez, City Secretary
City of Freeport, Texas

BRAZORIA COUNTY APPRAISAL DISTRICT

MEMBERS OF THE BOARD

Kristin Bulanek
Elizabeth Day
Tommy King
John Luquette
Patrick O'Day
Gail Robinson
George Sandars
Susan Spoor
Robert York-Westbrook

CHIEF APPRAISER

Marcel Pierel III
500 N. Chenango
Angleton, Texas 77515
979-849-7792
Fax 979-849-7984

October 23, 2025

Mr. Dan Pennington
Interim City Manager of Freeport
1201 N. Ave. H
Freeport, TX 77541

Dear Mr. Pennington,

Thirty-four voting taxing units were entitled to submit by written resolution, nominations to appoint two members to the board of directors of the Brazoria County Appraisal District for a four-year term beginning January 1, 2026. **Attached is the official ballot with the nominations we received.**

CITY OF FREEPORT IS ENTITLED TO CAST **8** VOTE(S).

Each voting unit must vote by **Written Resolution** and submit it to the chief appraiser before **December 15, 2025**. The governing body of the taxing unit may cast all its votes for one candidate or distribute the votes among the candidates. Your total number of votes should not be greater than your allotted number.

Votes must be cast for a person, or persons nominated and named on the ballot. There is no provision for write-in candidates. The chief appraiser may not count votes cast for someone not listed on the official ballot.

Please complete the ballot and submit it to Marcel Pierel III, Chief Appraiser, by mail to 500 North Chenango, Angleton, Texas 77515, email mpierel@brazoriacad.org or fax to 979-849-7984 with a Written Resolution before December 15, 2025. If you have any questions about the format of your resolution or any other matter, give me a call immediately.

It is important that your **Ballot and Resolution** be submitted to the chief appraiser before **December 15, 2025**, so that we may count the votes, declare the winners, and notify all taxing units and candidates of the results.

Sincerely,



Marcel Pierel III
Chief Appraiser

MP/td
Enclosure

OFFICIAL BALLOT

VOTE(S) CAST

1.	Nina Harrison	1.
2.	Eric Hayes	2.
3.	Wayman Hutchings	3.
4.	Chelsey Lay	4.
5.	Marinell Music	5.
6.	Gail Robinson	6.
7.	Susan Spoor	7.
8.	Michelle Wetzel	8.

PLEASE ATTACH YOUR RESOLUTION TO THIS FORM

SUBMITTED BY:

VOTES ENTITLED TO:

VOTES CAST:



City Council Agenda Item #[4.E]

Title: Consideration and possible action approving Resolution No. 2025-2997 appointing a member to the Senior Citizens Commission.

Date: November 17, 2025

From: Dan Pennington, Interim City Manager

Staff Recommendation: Staff recommends that the City Council approve the Resolution.

Item Summary: This resolution formally accepts the resignation of member of the Senior Citizens Commission, Ona Johnson, whose term is set to expire May 31, 2027. The resolution also provides for the appointment of a qualified individual to fill the vacancy for the remainder of the term.

Background Information: Ona Johnson resigned from her position on the Senior Citizens Commission prior to the expiration of her current term. Her participation and service to the City of Freeport are appreciated. Approval of this resolution will allow the City Council to fill the vacancy and maintain an active and functioning commission to continue serving the needs of senior residents.

Special Considerations: Appointments to the Senior Citizens Commission must be made by the City Council and shall serve for the remainder of the unexpired terms or until a successor is duly appointed and qualified. Appointees will be required to take the Oath of Office before performing any official duties.

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution-Senior Citizens Vacancy (1) (1)
2. Applicants Seniors

RESOLUTION NO. 2025-2997

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, ACCEPTING THE RESIGNATION OF BOARD MEMBER AND APPOINTING A QUALIFIED PERSON TO THE SENIOR CITIZENS COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, Board Member, **Ona Johnson** of the **Senior Citizens Commission** of the City of Freeport, Texas (“the City”), submitted her resignation prior to the expiration of her term; and

WHEREAS, the term of appointment for **Ona Johnson** was is set to expire on **May 31, 2027**; and

WHEREAS, the City Council of the City desires to appoint the below-named qualified person to the **Senior Citizens Commission** to fill the resulting vacancy and complete the unexpired terms.

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

SECTION ONE (1): RESIGNATIONS

The City Council hereby accepts the resignation of **Ona Johnson**, effective immediately, and acknowledges that her term is set to expire on **May 31, 2027**.

SECTION TWO (2): APPOINTMENTS

The City Council of the City of Freeport, Texas, hereby nominates, constitutes, and appoints the following qualified person to the **Senior Citizens Commission** to fill the unexpired term ending **May 31, 2027**, and until a successor or successors for such person(s) shall have been duly appointed and qualified, to-wit:

1. _____ **Term Expiration: 05/31/2027**

SECTION THREE (3): DUTIES

The above-named appointee(s) shall perform all duties imposed on members of the **Senior Citizens Commission** of the City by law and by ordinance.

SECTION FOUR (4): OATH OF OFFICE

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

READ, PASSED, AND ADOPTED this ____ day of _____, 2025.

Attest: _____

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Jerry Cain, Mayor
City of Freeport, Texas

Approved as to Form:

Christopher Duncan, Interim City Attorney
City of Freeport, Texas

Applicants

1. Nicole Mireles



City Council Agenda Item #[4.F]

Title: Consideration and possible action approval of EDC Funding Project – Water Line Valve Installation Project.

Date: November 17, 2025

From: Dan Pennington, Interim City Manager

Staff Recommendation: Staff recommends that City Council approve the Economic Development Corporation (EDC) funded installation of approximately 26 waterline valves to strengthen the City's water distribution system and improve service particularly to support Freeport's businesses.

Item Summary: As a general rule, EDC expenditures need a strong business nexus. For that reason, EDC approved this round of waterline valves targeted at improving the city's ability to isolate sections in business areas. These areas were identified by Public Works who considered what infrastructure we currently have and what improvements are coming. For example, a separate CDBG grant-funded project will soon provide approximately 20 more valves directed primarily at improving the city's ability to isolate water lines in residential areas. This proposed project will complement that effort. Together, these improvements will reduce service disruptions during repairs and provide greater resilience for businesses and residents alike.

Background Information: Currently, the City's water distribution system lacks an adequate number of strategically located valves. This deficiency makes it necessary to shut down large sections of the water system when a line break occurs, causing broad service disruptions that negatively affect businesses, industries, and residents.

- A grant-funded project is already in progress to install more than 20 valves.
- The proposed project, to be funded with EDC support, would expand that effort by targeting additional critical locations throughout the system.
- The combined projects will modernize and strengthen the City's infrastructure, directly benefiting Freeport's commercial/industrial base, as well as residential areas.

Special Considerations:

- This project aligns with the EDC's mission to promote and support economic development by ensuring reliable utility service for businesses.
- This project also improves water system reliability, reduces downtime, protects against business interruption, and enhances Freeport's attractiveness to new investment.



- Coordination with Public Works and engineering staff will ensure the new valves are installed in locations that maximize system efficiency.

Financial Impact:

- Grant funds are covering the first phase of valve installation (20+ valves).
- The City is requesting EDC funding for a second set of 26 valves.
- Estimated cost of this project is \$209,127 (Pipecore quote) will be paid for by the EDC meaning no General Funds will be spent.

Board or 3rd Party Recommendation: City staff recommends approving the EDC funded project as a critical infrastructure improvement that supports Freeport's economic development objectives.

Supporting Documentation:

1. Valve Map Locations
2. Valve Quotes



- Legend**
- EDC Water Valve Locations
 - Water Lines**
 - 0
 - 1
 - 2
 - 4
 - 6
 - 8
 - 10
 - 12
 - Zoning**
 - C-1
 - C-2
 - C-3



Proposal

Company: City of Freeport

Name: Nick Meeks

Email: Nicholas.meeks@freeporttx.gov

Phone: 979-870-0190

Date: 10/15/2025

Reference:

Scope of Work:

Provide all labor, materials, and equipment necessary to install multiple East Jordan valves at various designated locations.

Work Description:

1. Mobilization and Preparation:

- a. Coordinate access to all work sites.
- b. Conduct pre-installation site inspections.
- c. Identify and mark all utility lines prior to excavation.

2. Valve Installation:

- a. Excavate as required, including the removal of existing concrete or asphalt, to provide safe and efficient access to valve installation points.
- b. Install East Jordan valves per project specifications and manufacturer recommendations.
- c. Ensure all connections are secure and tested for proper operation and leak prevention.

3. Site Restoration:

- a. Backfill and compact excavated areas.
- b. Restore all concrete/asphalt as necessary to the same or better conditions.

Mallard Underground Utilities, LLC
 48 Tall Oaks Drive
 Huffman, TX 77336
 281-840-2814

DATE 9/28/2025



City of Freeport
 Nicholas Meeks

EDC Water Valve Project

Proposal

Description

Valve installation of 26 valves at various locations.

		Rate	Quantity	Total Due
1	Laborer (2)	\$48.00	20	\$960.00
4	Equipment operator	\$64.00	10	\$640.00
7	Foreman	\$75.00	10	\$750.00
13	Service truck	\$1,640.00	1	\$1,640.00
16	Flatbed truck	\$800.00	1	\$800.00
19	Equipment trailer	\$300.00	1	\$300.00
43	Mini Excavator	\$820.00	1	<u>\$820.00</u>
	Daily rate		Subtotal	\$5,910.00
				<u>19.00</u>
	Valve installation			\$112,290.00

Materials

See attached Core & Main proposal				\$60,802.00
Concrete or asphalt at 15 locations	\$4,000.00	15		\$60,000.00

Subtotal	\$233,092.00
15%	<u>\$34,963.80</u>
TOTAL	\$268,055.80

Weld All Services

INVOICE

Joel Lopez
832-294-4820
Lopezarm9@icloud.com

Bill To

Invoice # 001

City of Freeport
9798700190
Nicholas.meeks@freeporttx.gov

Issued 10/14/2025

#	Description	Price, USD	QTY	Amount, USD
1	Valve project I wanted to share a proposal for a critical project involving the excavation and replacement of 26 valves at various locations. We will supply all labor, materials, and equipment needed to complete the job efficiently. Each valve will be replaced with high-quality East Jordan valves, ensuring reliability and durability. The project also includes full restoration of the affected areas, so everything will be returned to its original condition or better. The total price for this complete service is \$310,000. This investment guarantees top-tier components and professional workmanship that will stand the test of time. Let me know if you have any questions or need further details.	\$310,000.00	1	\$310,000.00
Subtotal				\$310,000.00
Total				\$310,000.00



City Council Agenda Item #[4.G]

Title: Consideration and possible acting approving Ordinance No. 2025-2753 approval of DWSRF Abridged Application for TWDB.

Date: November 17, 2025

From: Dan Pennington, Interim City Manager

Staff Recommendation: Authorize execution of a professional services agreement with Westwood Professional Services, Inc. in the amount of \$4,500 to prepare and submit the City's DWSRF abridged application to the Texas Water Development Board (TWDB).

Item Summary: The City of Freeport seeks assistance from Westwood to complete and submit the DWSRF abridged application. This is the initial step in applying for low-interest loan funding, with possible principal forgiveness, for water system improvements. Westwood's scope includes project description development, cost estimation, special write-ups for loan forgiveness eligibility, and submission of the Project Information Form (PIF) via TWDB's online portal.

Background Information: The DWSRF program, administered by TWDB, provides below-market financing and loan forgiveness opportunities for drinking water infrastructure projects. Participation begins with an abridged application (PIF). The City intends to leverage this process to seek state funding for critical water system upgrades. Westwood has provided a detailed scope, compensation schedule, and insurance coverage as part of its proposal to assist the City in advancing this application

Special Considerations:

- Westwood's lump sum fee is capped at \$4,500 and includes all labor, materials, and equipment.
- Additional services outside the defined scope require written authorization and may trigger a change order.
- Insurance coverages, including professional liability, general liability, and worker's compensation, are provided as required by contract.
- This is an application-preparation step only; future funding awards will require council consideration and additional approvals.

Financial Impact: The City will incur a one-time cost of \$4,500 to secure professional services for the DWSRF abridged application. This cost is minimal compared to the potential long-term financial benefit of securing millions in low-interest loans and up to 70% potential loan forgiveness from the TWDB



Board or 3rd Party Recommendation: This proposal was prepared by Westwood Professional Services, Inc., which has experience in municipal utility projects and DWSRF applications. Staff recommends approval.

Supporting Documentation:

1. ORDINANCE DWSRF 2025
2. DWSRF PIF Contract

ORDINANCE NO. 2025-2753

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC. FOR PREPARATION AND SUBMISSION OF THE DRINKING WATER STATE REVOLVING FUND (DWSRF) ABRIDGED APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Freeport seeks to pursue state funding through the Texas Water Development Board (TWDB) under the Drinking Water State Revolving Fund (DWSRF) program to finance needed water system improvements; and

WHEREAS, submission of a Project Information Form (PIF), also known as an abridged application, is required to initiate the funding process and determine eligibility for low-interest financing and principal forgiveness; and

WHEREAS, Westwood Professional Services, Inc., a qualified engineering firm, has submitted a proposal dated October 27, 2025, to prepare and submit the DWSRF abridged application for the City of Freeport for a lump-sum fee of \$4,500.00, including all professional services and expenses to complete and submit on behalf of the City, including all supporting documentation, certifications, and correspondence necessary to complete the process; and

WHEREAS, the City Council finds that this agreement is in the best interest of the City and that sufficient funds are available for this purpose within the current fiscal year budget; and

WHEREAS, the City Council finds that this project benefits the safety, health, and welfare of the citizens of Freeport.

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

Section 1. Findings of Fact

The City Council specifically finds that the findings of fact contained in the preamble above are true and correct.

Section 2. Authorization.

The City Manager is hereby authorized to execute an agreement with Westwood Professional Services, Inc. in the amount of \$4,500.00 for the preparation and submission of the City's DWSRF abridged application (Project Information Form) to the Texas Water Development Board, including all supporting documentation, certifications, and correspondence necessary to complete the process.

Section 3. Funding.

Payment for the professional services authorized herein shall be made from the Water/Wastewater Enterprise Fund, or other funds as designated by the Finance Department.

Section 4. Purpose.

The purpose of this ordinance is to authorize the City to engage qualified professional assistance to advance eligibility for the DWSRF program, providing access to low-interest financing and potential principal forgiveness for vital drinking water infrastructure improvements.

Section 5. Compliance.

The City Manager shall ensure that the agreement complies with applicable provisions of the Texas Local Government Code, all procurement requirements, and the City's purchasing policies, including documentation of the proposal, insurance certificates, and contract exhibits as submitted by Westwood Professional Services, Inc.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval.

READ, PASSED AND APPROVED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

ATTEST:

Chris Duncan, Interim City Attorney
City of Freeport, Texas

October 27, 2025
Project No.: P0073199.00

Mr. Daniel W. Pennington, ICMA-CM
Interim City Manager
CITY OF FREEPORT
1201 North Ave. H
Freeport, Texas 77541

Re: Professional Civil Engineering, Land Surveying & Landscape Architecture Services
DRINKING WATER STATE REVOLVING FUND (DWSRF)
Abridged Application Preparation
Freeport, Brazoria County, Texas

Dear Mr. Pennington:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional civil engineering services relating to the referenced project. It is our understanding the project consists of preparation and submission of the DWSRF abridged application to the TWDB for water system improvements funding.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment; and
- Exhibit C – Insurance

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Christopher J. Cha, PE

CJC/rmp

These **General Conditions of Agreement** for the **Freeport - DWSRF Abridged Application Preparation** (the “**Project**”), together with the attached Exhibits and any amendments hereto, are an agreement (collectively, the “**Agreement**”) between **City of Freeport** (“**Client**”), a **Texas Governmental Entity**, and **Westwood Professional Services, Inc.** (“**Westwood**”), a Texas corporation. Client and Westwood are each a “**Party**” and collectively, the “**Parties**” to this Agreement dated **October 27, 2025** (the “**Effective Date**”).

1.01 BASIC AGREEMENT

In exchange for the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that Westwood shall provide, or cause to be provided, the professional services (the “**Services**”) set forth in this Agreement for Client in exchange for payment contemplated herein. In addition, Westwood shall provide drawings, specifications, plans, designs, work product, and other items and materials as described in this Agreement (the “**Deliverables**”).

2.01 SCOPE AND RESPONSIBILITIES

- A. *Westwood.* Westwood shall perform Services for the Project as set forth in the Scope of Services & Fee Proposal, attached and incorporated by reference herein as **Exhibit “A”**, in accordance with the terms of this Agreement. Westwood reserves the right to augment its staff with employees and/or consultants as it deems appropriate to assist in the performance of Services for the Project due to Project logistics, scheduling issues, and/or market conditions. The Deliverables and all other documents, software, data, intellectual property, and other work products created, developed, produced, delivered, performed, and/or provided by Westwood, whether in hard copy or in electronic form, are instruments of service (“**Instruments of Service**”) for this Project, whether the Project is completed or not.
- B. *Client.* In addition to the other responsibilities described in this Agreement and/or imposed by law or in equity, Client shall have the following obligations:
1. Provide all information and criteria as to Client’s requirements, objectives, and expectations for the Project, including all numerical criteria that Client expects Westwood and its consultants, if any, to meet, including all standards of development, design, and/or construction.
 2. Provide Westwood all previous studies, plans, and/or other documents pertaining to the Project, including but not limited to the contract with the property owner (the “**Prime Contract**”), if any, and all applicable data requested by Westwood.
 3. Arrange for reasonable access to the Project site and other private or public property, including any easements or other authorizations as required for Westwood to provide the Services.
 4. Review all documents and/or oral reports presented by Westwood and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services for the Project.
 5. Apply for and furnish applicable approvals, licenses, and/or permits from governmental authorities having jurisdiction over the Project.

6. Furnish certifications and/or consents from other entities as may be necessary from time to time and in accordance with Section 10.01.C herein.
7. Be responsible for obtaining from others such independent accounting, legal, insurance, cost estimating, and overall feasibility services as Client may desire for the Project.
8. Comply with all applicable safety guidelines at the Project site at its own expense.
9. Give reasonably prompt written notice to Westwood whenever Client becomes aware of any development that affects the scope, timing, and/or payment of Westwood's Services and/or any defect or noncompliance in any aspect of the Project.
10. Bear all costs incidental to the responsibilities of Client under this Agreement.

3.01 ADDITIONAL SERVICES

- A. The Parties recognize that the Project scope may change from time to time, and in such an event, Westwood may furnish services in addition to those set forth in the Scope of Services & Fee Proposal, if authorized by Client in writing.
- B. In such case(s), the Parties shall appropriately and reasonably adjust Westwood's Services, the Project Schedule, and compensation for such additional services. Specifically, Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class plus reimbursable expenses and Westwood's consultant charges, if any. Client shall also adjust the budget and anticipated design and construction milestones, if any, as necessary to accommodate such changes to the Project Schedule. Additional Services may be documented in a Project Change Order, a template of which is attached and incorporated by reference herein as **Exhibit "E"**.

4.01 PAYMENT PROCEDURES

- A. *Compensation.* Client shall compensate Westwood for its Services as set forth in the Compensation & Method of Payment/Fee Schedule, attached and incorporated by reference herein as **Exhibit "B"**, including any subsequent amendments and/or change orders. Client shall pay Westwood as follows:
 1. *Hourly.* If the Services are agreed to be on an hourly basis, invoice amounts shall be in accordance with Westwood's Fee Schedule in effect at the time when the Services are performed. Westwood's standard hourly rates in the Fee Schedule shall be defined as an amount equal to the cumulative hours charged to the Project by Westwood's employees times standard hourly rates for each applicable billing class for all Services performed on the Project plus reimbursable expenses and Westwood's consultant charges, if any. Fee Schedule prices and rates are subject to change.
 2. *Lump Sum.* If the Services are agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task plus reimbursable expenses and Westwood's consultant charges, if any.

Reimbursable expenses are defined as project-related internal expenses to Westwood actually incurred plus all invoiced external reimbursable expenses allocable to the specific project, the latter of which is multiplied by a factor of 1.15.

If applicable, when compensation to Westwood includes charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The consultant's reimbursable expenses and Westwood's factors include consultant overhead and profit associated with Westwood's responsibility for the administration of such services.

Fee estimates are included in the Scope of Services & Fee Proposal. Westwood may alter the distribution of compensation between individual phases of work to be consistent with Services actually rendered.

- B. *Preparation of Invoices.* Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.
- C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt.
- D. *Termination or Suspension of Services.* If Client fails to make any payment due to Westwood for fees, costs, or expenses within thirty (30) days of receipt of Westwood's invoice, such failure shall be considered substantial nonperformance and cause for termination in accordance with Section 9.01.B.2.iii of this Agreement. Alternatively, Westwood may suspend Services under this Agreement until Westwood has been paid in full for all amounts due and after giving seven (7) days advance written notice to Client. In the event of a suspension of Services, Westwood shall have no liability for delay or damage caused because of its suspension of Services. If Westwood resumes its Services after being paid all amounts due, the Project and Fee Schedules may be equitably adjusted, if necessary.
- E. *Payment Disputes.* Client shall provide written notification to Westwood within fourteen (14) days of receipt of the invoice should Client object to all or any part of the charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice, and the disputed portion shall be resolved in accordance with Section 8.01 herein.

In no event shall Client withhold amounts from Westwood's compensation to impose a penalty or liquidated damages unless Westwood has been found liable for the amounts in a binding dispute resolution proceeding or lawsuit. Further, Westwood has the right to engage consultants to mitigate its damages, if needed.

- F. *Taxes.* Each Party shall be solely responsible for their own tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to this Agreement.
- G. *Attorney Fees.* In the event that Westwood must retain an attorney or collection agency due to Client's breach of this Agreement and/or to recover amounts due and owing to Westwood, including any additional services authorized by Client in writing pursuant to Section 3.01, Client shall be liable for all fees, costs, and expenses, including reasonable attorney fees, incurred regardless of whether an action is filed or not.
- H. *Interest.* Interest on any outstanding invoice balance past 30 days shall accrue at the rate of 1.25% per month or the highest rate permitted by law. Payments will be credited first to interest and then to principal.

5.01 INTELLECTUAL PROPERTY

- A. *Ownership and License.* Upon Westwood's receipt of full payment for the Deliverables and/or Instruments of Services, Client shall be the owner of all right, title, and interest in and to any and all Deliverables and/or Instruments of Service. Provide, however, that Westwood shall retain any ownership, copyright, and property interests in its standard systems, sections, details and specification.
- B. *Reuse.* Deliverables and/or Instruments of Service are not intended or represented to be suitable and are not licensed to Client for reuse, change, or alteration on extensions of the Project or on any other project without the express written permission of Westwood. Any unauthorized use of the Deliverables and/or Instruments of Service will be at the Client's sole risk without legal exposure or liability to Westwood.

6.01 GENERAL CONSIDERATIONS

- A. *Standard of Care.* The standard of care ("**Standard of Care**") for all Services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Westwood shall perform its Services as expeditiously as is consistent with such professional skill and care and in accordance with the orderly progress of the Project.
- B. **DISCLAIMER OF WARRANTIES AND GUARANTEES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01.A ABOVE, WESTWOOD MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO WESTWOOD'S SERVICES UNDER THIS AGREEMENT. WESTWOOD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THESE SERVICES AND THIS DISCLAIMER EXTEND TO ALL WESTWOOD DELIVERY SERVICES, SOFTWARE, DATA, AND ALL OTHER WESTWOOD WORK PRODUCT AND INTELLECTUAL PROPERTY. FURTHER, WESTWOOD NEITHER GUARANTEES THE PERFORMANCE OF ANY THIRD PARTY, INCLUDING CONTRACTORS, USING THE DELIVERABLES OR SERVICES NOR ASSUMES ANY RESPONSIBILITY FOR ANY THIRD PARTY'S FAILURE TO FURNISH OR PERFORM ANY WORK THAT USES THE DELIVERABLES OR SERVICES.**
- C. *Compliance with Laws.* The Parties will apply the Standard of Care identified in Section 6.01.A and will comply with applicable laws, codes, regulations, and ordinances in effect during the term of this Agreement, which to the best of each Party's knowledge, information, and belief, apply to each Party's respective obligations.
- D. *Right of Entry.* Client grants to Westwood, and, if the Project site is not owned by Client, shall obtain permission for, a reasonable right of entry, access, and/or easement from time to time by Westwood, its employees, agents, and/or consultants upon the Project site for the purpose of providing the Services. Upon written request and approval by Westwood, Westwood may assist Client in obtaining necessary permits and/or licenses related to rights of entry and/or easements in order for Westwood and Westwood's consultants, if any, to adequately access and perform Services at the Project site under this Agreement.

- E. *Underground Data and Investigative Equipment.* Client shall advise and provide Westwood with all information and data in its possession concerning the type and location of all underground utilities, both public and private, as applicable. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing Project site conditions and affect the environment in the area being studied despite the use of reasonable care. To the extent allowed by Texas law, Client shall indemnify and hold Westwood harmless from claims for damages caused by reasons of Westwood's provision of Services under this Section.
- F. *Reliance on Client-Provided Data.* Client shall be responsible for—and Westwood and its consultants, if any, may use and/or rely upon—the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or Client's consultants, if any, including but not limited to Client's contractors, manufacturers, and/or suppliers (collectively, "**Client-Provided Data**"). Westwood may use such Client-Provided Data in performing or furnishing the Services under this Agreement, and Westwood shall coordinate the Services with the work provided by Client and/or Client's consultants for the Project.
- G. *Corrections.* Within 60 days of delivery, if Client reasonably and timely notifies Westwood in writing of a deficiency(ies) with Westwood's Services, Deliverables, and/or Instruments of Service, Westwood—as Client's sole and exclusive remedy—shall correct such deficiency(ies) without additional compensation to Client within 60 days after Westwood's receipt of Client's written notice, except to the extent such action is directly attributable to deficiencies in Client-Provided Data. If for any reason Westwood is not able to correct such deficiency(ies) within 60 days after Westwood's receipt of Client's written notice under this Section, Westwood will notify Client and will advise in writing the timeframe needed to correct the deficiency(ies) as expeditiously as possible.
- H. *Responsibility for Others.* Westwood shall not be responsible for the acts, errors, or omissions of any consultant(s), contractor(s), subconsultant(s), subcontractor(s), and/or supplier(s), or of any of their agents or employees or any other persons (except Westwood's own employees or those for whom Westwood is legally responsible) furnishing or performing any work or for any decision made on interpretations or clarifications of Deliverables or Instruments of Service without the consultation and advice of Westwood.
- I. *Intentionally Omitted.*
- J. *Hazardous Environmental Conditions.* The Parties acknowledge this Agreement does not include any Services related to a hazardous environmental condition. Such conditions include, but are not limited to the presence of, asbestos, polychlorinated biphenyls, petroleum, toxic substances or waste, and/or radioactive materials (collectively, "**Hazardous Environmental Conditions**"). If Westwood or any other entity or individual encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential, liquidated, or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client (i) retains an appropriate specialist consultant and/or contractor to identify and, as appropriate, abate, remediate, and/or remove the Hazardous Environmental Condition and (ii) warrants that the site is in full compliance with applicable laws, codes, regulations, and ordinances then in effect, if any. Westwood shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons or property to any such Hazardous Environmental Condition in any form at the Project site.

- K. *Substitutions*. Westwood shall not be responsible for Client's directive, substitution, or acceptance of non-conforming work at the Project that is made or given without Westwood's written approval.

7.01 ALLOCATION OF RISKS

A. ***INDEMNITY BY WESTWOOD***. TO THE FULLEST EXTENT PERMITTED BY LAW, WESTWOOD SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) CLIENT, CLIENT'S OFFICERS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, OR EMPLOYEES IN THE PERFORMANCE OF WESTWOOD'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL WESTWOOD'S INDEMNITY OBLIGATIONS EXTEND BEYOND ANY APPLICABLE ANTI-INDEMNITY STATUTE OR THE LIMITS OF LIABILITY CONTEMPLATED IN SECTION 7.01.C BELOW.

B. ***INDEMNITY BY CLIENT***. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) WESTWOOD, WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND WESTWOOD'S CONSULTANTS, IF ANY, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF CLIENT OR CLIENT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OR CLIENT'S CONSULTANTS IN THE PERFORMANCE OF CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT.

C. *LIMITATION OF LIABILITY*

1. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO CLIENT AND WESTWOOD, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF WESTWOOD AND WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WESTWOOD UNDER THIS AGREEMENT OR \$1,000,000.00, WHICHEVER IS GREATER.
2. FURTHER, WESTWOOD'S TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS,

OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF WESTWOOD AND IN PART BY THE NEGLIGENCE OF CLIENT OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL SHALL NOT EXCEED THE PERCENTAGE SHARE THAT WESTWOOD'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE AT ISSUE.

- 3. IT IS INTENDED BY THE PARTIES THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT SUBJECT WESTWOOD'S INDIVIDUAL SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OR EMPLOYEES TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH WESTWOOD'S SERVICES UNDER THIS AGREEMENT.**
- 4. UNDER NO CIRCUMSTANCES SHALL WESTWOOD BE LIABLE FOR EXTRA COSTS, DAMAGES, FEES, OR OTHER CONSEQUENCES DUE TO CHANGED CONDITIONS OR FOR THE FAILURE OF OTHER ENTITIES OR INDIVIDUALS TO PERFORM WORK IN ACCORDANCE WITH THE DESIGN PLANS AND SPECIFICATIONS.**

D. *WAIVER OF CERTAIN DAMAGES.* TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES AGAINST THE OTHER, INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, EXEMPLARY, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, THE PROJECT, THE DELIVERABLES, INSTRUMENTS OF SERVICE, AND/OR EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. THIS PROHIBITION EXTENDS TO ANY CLAIMS BY CLIENT OR A THIRD PARTY(IES) FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, GOOD WILL, COST OF SUBSTITUTE FACILITIES, GOODS, SERVICES, AND/OR COST OF CAPITAL.

8.01 CLAIMS AND DISPUTES

- A. *Notice.* In addition to the provisions of Section 4.01.F above regarding payment disputes, if any other dispute, controversy, or claim ("**Dispute**") should arise between the Parties relating to this Agreement, written notice of the Dispute shall be provided by the aggrieved Party to the other Party within 14 days of the instance giving rise to the Dispute.
- B. *Informal Dispute Resolution.* After written notice of a Dispute, the Parties shall attend an in-person meeting, or by remote means if mutually agreeable, in the county where the Project is located or at another mutually agreeable venue. Each Party shall designate at least one person with authority to act and bind the company on its behalf to attend the meeting in a good faith effort to resolve the Dispute and in a timely and cost-effective manner before any further escalation as detailed in this Section.
- C. *Mediation and Litigation.* Should any Dispute fail to resolve during the meeting required under Section 8.01.B, such Dispute shall be submitted to mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association as a condition precedent to arbitration. The Parties shall agree upon a mediator in the county where the project from which the Dispute arises is located or in another county if mutually agreed in writing by the Parties. The Parties shall split any mediation fee(s) payable to the mediator to conduct the

mediation. The Parties shall each be responsible for and bear their own separate costs and fees for the mediation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes. Should mediation fail, the Dispute shall be resolved by litigation to be held in the county where the Project is located or in another county if mutually agreed in writing by the Parties.

- D. *Subpoenas and Document Production.* In the event Westwood is asked or forced through subpoena, deposition, or otherwise to participate in a dispute resolution proceeding between Client and a third-party(ies), including but not limited to providing trial and pre-trial testimony and searching, reviewing, and/or producing documents, Westwood shall recover its costs, fees, and expenses (including its attorney fees) and be compensated for all time spent at the highest rate provided in **Exhibit “B”**.
- E. *Prevailing Party.* In the event of a Dispute, mediation, arbitration, or litigation related to the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorney fees, expenses, and costs in bringing or defending the action. As used herein, a **“Prevailing Party”** means the party that is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to the totality of claims, including counterclaims and crossclaims, if any, and having the greatest value or importance as determined by the court, mediator, or arbitrator(s) allowing for all of the claims and defenses asserted. In claims for money damages, the total amount of recoverable attorney fees, expenses, and costs shall not exceed the net monetary award or judgment of the prevailing party.
- F. *Consolidation/Joinder.* The Parties agree to consolidation and/or joinder with another pending dispute resolution proceeding, if any, to the extent such consolidation and/or joinder (i) substantially involves common questions of law or fact; (ii) is in the interest of justice or is otherwise necessary to afford complete relief to the Parties hereto; and (iii) is permitted by the judge, arbitrator, mediator, or other decision maker in the other dispute resolution proceeding. The Parties consent to consolidation and/or joinder under this Section even if the other dispute resolution proceeding is in a venue not provided for in this Agreement and/or otherwise is not selected by the Parties hereto.
- G. *Performance.* Client shall continue its payment obligations in accordance with this Agreement during the pendency of any dispute resolution proceedings, including informal dispute resolution, mediation, arbitration, and/or litigation.

9.01 TERM AND TERMINATION

- A. *Term.* This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year after Westwood’s completion of Services. This Agreement may be renewed by mutual written agreement of the Parties.
- B. *Termination.* This Agreement may be terminated:
 - 1. By either Party upon 30 days written notice in the event of failure by the other Party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the Party receiving a notice of failure

to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within 30 days of receipt of said notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. By Westwood:

- i. Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional;
- ii. Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than 90 days for reasons beyond Westwood's control; or
- iii. Upon seven (7) days written notice if Client fails to make any payment due to Westwood in accordance with this Agreement.

Westwood shall have no liability to Client as a result of such termination in this Section.

3. In the event of a termination of this Agreement, the terminating Party may set the effective date of termination at a time up to 30 days later than would otherwise be provided to allow Westwood time to demobilize personnel and equipment from the Project site; to complete tasks providing value that would otherwise be lost; to prepare notes as to the status of completed and uncompleted tasks; and/or to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

10.01 MISCELLANEOUS PROVISIONS

- A. *Insurance.* Westwood shall maintain insurances during the term of this Agreement as indicated in **Exhibit "C"**, attached and incorporated by reference herein.
- B. *Independent Contractor.* Nothing contained in this Agreement shall be construed to mean that Westwood and Client are engaging in an employer/employee relationship, joint venture, agency, fiduciary relationship, or partnership. The Parties shall at all times be and remain independent contractors of one another. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Neither Party shall have any obligation or duty to the other Party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the Parties hereunder.
- C. *Successors and Assigns.* The Parties and the partners, successors, executors, administrators, and legal representatives of each Party are each hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without

limitation, moneys that are due or may become due) under this Agreement without the written consent of the other.

- D. *No Third-Party Rights.* This Agreement shall not create any rights or benefits to entities other than to Client and Westwood, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Westwood. No third party shall have the right to rely on Westwood's Deliverables, Instruments of Service, or opinions rendered in connection with the Services without the written consent of Westwood and the third party's agreement to be bound to the same conditions and limitations as Client.
- E. *Force Majeure.* An event of force majeure ("**Force Majeure**") occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather conditions, war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or the inability to provide a safe working environment.

In the event of a Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure, and the Project Schedule shall be equitably extended by a like number of days as the event of Force Majeure.

If Services are suspended for 30 days or more, Westwood may, in its sole discretion and upon five (5) days prior written notice, terminate this Agreement, the amendments hereto, if any, the affected change order(s), if any, or any of the above. In the case of such termination, and in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

- F. *Choice of Law.* This Agreement and any disputes arising out of or relating hereto and/or to this Agreement, its formation, and/or the Exhibits hereto shall be governed by the laws of the State of Texas.
- G. *Survivability.* Sections 5.01, 6.01.A-B, 7.01, and 8.01 included in this Agreement shall survive this Agreement's completion or termination for any reason.
- H. *Invalidity.* Any provision or part of this Agreement held to be invalid, void, or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. To the fullest extent permitted by law, the stricken portion shall be revised to the extent necessary to make that provision legal and enforceable and shall give effect to the Parties' intentions and purposes in executing this Agreement.
- I. *Conflicting Provisions.* In the event the terms of these General Conditions conflict with the Agreement Exhibits, the Prime Contract, or any other applicable agreement, these General Conditions as between Client and Westwood shall govern unless the Parties expressly agree in writing otherwise.
- J. *Notices.* Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (i)

when delivered personally; by registered or certified mail, return receipt requested, postage prepaid; or by UPS/FedEx express courier service or (ii) when sent by e-mail with receipt confirmation requested, provided, that a hard copy of such notice shall also be sent in accordance with the methods described in clause (i) of this Section within two (2) business days of such email. All notices shall be sent to the address set forth on the signature page of this Agreement or to such other address or person as may be designated by a Party in writing to the other Party pursuant to this Section.

- K. *Total Agreement.* This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, superseded, or modified by a mutually executed written instrument by both Parties. No waiver of any condition or of the breach of any term of this Agreement shall be deemed to be a further or continuing waiver of any such condition or of the breach of any term of this Agreement.
- L. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

[Remainder of Page Left Intentionally Blank; Signature Page Follows]

The Parties hereto have executed this Agreement as of the Effective Date first indicated above.

CLIENT:
City of Freeport

WESTWOOD:
Westwood Professional Services, Inc.

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

(Date)

(Date)

Client Address/Contact for giving notices:

Westwood Address/Contact for

Westwood Professional Services, Inc.

C/O General Counsel

2805 North Dallas Parkway, Suite 150

Plano, Texas 75093

Email: legal@westwoodps.com

EXHIBITS:

A	Scope of Services & Fee Proposal
B	Compensation & Method of Payment/Fee Schedule
C	Insurance
D	Project Change Order Template

EXHIBIT A to Agreement between the City of Freeport, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘A’ – SCOPE OF SERVICES

**DRINKING WATER STATE REVOLVING FUND (DWSRF)
ABRIDGED APPLICATION PREPARATION**

PROJECT DESCRIPTION:

The project consists of preparation and submission of the DWSRF abridged application to the TRWD for water system improvements funding (PROJECT).

BASIC SERVICES:

The first step in the application process is to prepare the Project Information Form (PIF).

1. Develop project description and estimate of cost.
2. Prepare special write ups for any principal forgiveness including Green Project Reserve.
3. Submit PIF via TWDB online portal.
4. Respond to any questions about PIF from TWDB.

END OF EXHIBIT ‘A’

EXHIBIT B to Agreement between
the City of Freeport, Texas (“Client”)
and Westwood Professional Services,
Inc., (“Westwood”) for Consulting
Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

**DRINKING WATER STATE REVOLVING FUND (DWSRF)
ABRIDGED APPLICATION PREPARATION**

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$4,500.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. DWSRF Abridged Application & Project Information Form \$4,500.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood’s cost.

END OF EXHIBIT ‘B’

EXHIBIT C to Agreement between
the City of Freeport, Texas (“Client”)
and Westwood Professional Services,
Inc., (“Westwood”) for Consulting
Services

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT ‘C’

EXHIBIT D

PROJECT CHANGE ORDER TEMPLATE TO GENERAL CONDITIONS OF AGREEMENT

PROJECT TITLE: _____

CLIENT NAME: *Insert Legal Client Name here*

DATE OF CHANGE ORDER: _____

PROJECT CHANGE ORDER NO.: *Insert Change Order No. here*

PROJECT LOCATION: _____

PROJECT NUMBER: _____

This Project Change Order between Client and Westwood is set forth pursuant to the General Conditions of Agreement executed on *insert date*. The purpose of this Project Change Order is to modify the conditions, deliverables, schedule, and/or the scope of work for the Project.

I. Contract Documents

This Project Change Order and the General Conditions of Agreement comprise the contract documents. There are no other general or supplementary conditions further stipulated.

II. Project Description

Briefly describe any changes to the Project. Briefly describe any changes to the scope of services.

III. Client and Westwood Responsibilities

1. Client Responsibilities:

Define any changes to Client responsibilities under this Project Change Order.

2. Westwood Responsibilities:

Define any changes to Westwood responsibilities under this Project Change Order.

IV. Deliverables

Clearly define any changes to the Deliverables.

V. Schedule

1. *Define changes in the project schedule.*
2. Pursuant to this Change Order, Services will commence on ____ *date (if not already commenced)* and will proceed for ____ *number of* working days.
3. Notice to Proceed is understood to be this Project Change Order signed, dated, and fully executed by both Client and Westwood.

VI. Staff

1. Pursuant to completion of this Project Change Order, Westwood will utilize the following primary personnel under the designated roles listed:

Define any personnel changes.

a. Name, License, Title

Description of responsibilities

Contact Information

b. Name, License, Title *(if scope change requires more than one service/person)*

Description of responsibilities

Contact Information

2. Pursuant to completion of this Project Change Order, Client will utilize the following primary personnel under the designated roles listed:

Define any personnel changes.

a. Name, License, Title

Description of responsibilities

Contact Information

VII. Project Change Order Attachments:

1. *Attachments related to Project Change Order (scope, schedule, insurance, prime, etc.)*

VIII. Payment

1. The estimated cost/fee for this Project Change Order is \$_____
2. As a result of this Project Change Order, the total estimated Project cost/fee is now \$_____
 - a. *Define changes to the total estimated cost/fee.*
3. Westwood will issue invoices on an approximate 4-week cycle.

ACCEPTED AND AGREED:

CLIENT:
City of Freeport

(Signature)

(Name – Printed)

(Title)

(Date)

Client Address/Contact for giving notices:
giving notices:
(if different than General Conditions Agreement)

WESTWOOD:
Westwood Professional Services, Inc.

(Signature)

(Name – Printed)

(Title)

(Date)

Westwood Address/Contact for
(if different than General Conditions



City Council Agenda Item #[4.H]

Title: Consideration and possible action approving Ordinance No. 2025-2754 approval of CWSRF Abridged Application to TWDB.

Date: November 17, 2025

From: Dan Pennington, Interim City Manager

Staff Recommendation: Authorize execution of an agreement with Westwood Professional Services, Inc. in the amount of \$4,500 to prepare and submit the City's CWSRF abridged application to the Texas Water Development Board (TWDB).

Item Summary: The City of Freeport seeks professional engineering assistance to complete the required CWSRF abridged application (Project Information Form). This is the initial step in applying for TWDB funding for wastewater system improvements, including the potential for low-interest financing and partial loan forgiveness up to 70%.

Background Information: The CWSRF program provides below-market financing to municipalities for wastewater infrastructure improvements. Eligible applicants may also qualify for principal forgiveness if certain affordability and environmental criteria are met. Westwood's scope includes:

- Developing a project description and cost estimate,
- Preparing specialized write-ups for loan forgiveness eligibility,
- Submitting the PIF through the TWDB online portal, and
- Responding to TWDB questions regarding the submission.

Special Considerations:

- Westwood's lump sum fee of \$4,500 includes all labor, materials, and equipment necessary to deliver the scope of services.
- Additional services outside of the described scope will require written authorization and may be billed as change orders.
- Westwood will maintain commercial general liability, auto, workers compensation, umbrella, and professional liability insurance coverage per the agreement.

Financial Impact: The City will incur a one-time professional services fee of \$4,500. This upfront investment positions the City to potentially secure millions in CWSRF low-interest loans and possible forgiveness for wastewater improvements.



Board or 3rd Party Recommendation: Proposal is submitted directly by Westwood Professional Services, Inc., which has experience in preparing SRF applications for Texas municipalities. Staff recommends approval.

Supporting Documentation:

1. ORDINANCE CWSRF 2025
2. CWSRF PIF Contract

ORDINANCE NO. 2025-2754

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE CITY MANAGER TO EXECUTE A PROFESSIONAL SERVICES AGREEMENT WITH WESTWOOD PROFESSIONAL SERVICES, INC. FOR PREPARATION AND SUBMISSION OF THE SUBMISSION OF THE CLEAN WATER STATE REVOLVING FUND (CWSRF) ABRIDGED APPLICATION TO THE TEXAS WATER DEVELOPMENT BOARD; PROVIDING FOR FUNDING; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Freeport seeks to pursue state funding through the through the Clean Water State Revolving Fund (CWSRF) for wastewater infrastructure improvements; and

WHEREAS, submission of a CWSRF Abridged Application (Project Information Form), is required to initiate the funding process and determine eligibility for low-interest financing and principal forgiveness; and

WHEREAS, Westwood Professional Services, Inc., a qualified engineering firm, has submitted a proposal dated October 27, 2025, to prepare and submit CWSRF Abridged Application for the City of Freeport for a lump-sum fee of \$4,500.00, including all professional services and expenses to complete and submit on behalf of the City, including all supporting documentation, certifications, and correspondence necessary to complete the process; and

WHEREAS, the City Council finds that this agreement is in the best interest of the City and that sufficient funds are available for this purpose within the current fiscal year budget; and

WHEREAS, the City Council finds that this project benefits the safety, health, and welfare of the citizens of Freeport.

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

Section 1. Findings of Fact

The City Council specifically finds that the findings of fact contained in the preamble above are true and correct.

Section 2. Authorization.

The City Manager is hereby authorized to execute an agreement with Westwood Professional Services, Inc. in the amount of \$4,500.00 for the preparation and submission of the City's CWSRF Abridged Application to the Texas Water Development Board, including all supporting documentation, certifications, and correspondence necessary to complete the process.

Section 3. Funding.

Payment for the professional services authorized herein shall be made from the Water/Wastewater Enterprise Fund, or other funds as designated by the Finance Department.

Section 4. Purpose.

The purpose of this action is to position the City of Freeport to obtain potential low-interest loans and principal forgiveness through the Texas Water Development Board's Clean Water State Revolving Fund to support wastewater system improvements.

Section 5. Compliance.

The City Manager shall ensure that the agreement complies with applicable provisions of the Texas Local Government Code, all procurement requirements, and the City's purchasing policies, including documentation of the proposal, insurance certificates, and contract exhibits as submitted by Westwood Professional Services, Inc.

Section 6. Effective Date.

This Ordinance shall take effect immediately upon its passage and approval.

READ, PASSED AND APPROVED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

ATTEST:

Chris Duncan, Interim City Attorney
City of Freeport, Texas

October 27, 2025
Project No.: P0073201.00

Mr. Daniel W. Pennington, ICMA-CM
Interim City Manager
CITY OF FREEPORT
1201 North Ave. H
Freeport, Texas 77541

Re: Professional Civil Engineering, Land Surveying & Landscape Architecture Services
CLEAN WATER STATE REVOLVING FUND (CWSRF)
Abridged Application Preparation
Freeport, Brazoria County, Texas

Dear Mr. Pennington:

Westwood Professional Services, Inc. is pleased to submit this proposal to provide professional civil engineering services relating to the referenced project. It is our understanding the project consists of preparation and submission of the CWSRF abridged application to the TWDB for water system improvements funding.

Based on our preliminary discussions and the information received to date, our perception of the project is described in the attached documents:

- General Conditions of Agreement;
- Exhibit A – Scope of Services;
- Exhibit B – Compensation and Method of Payment; and
- Exhibit C – Insurance

Westwood Professional Services, Inc. is pleased to have this opportunity to submit this proposal and look forward to working with you on this project. If the proposed agreement is acceptable to you as presented, please execute one copy of the agreement form and return one original copy to our office. If you have any questions or would like any additional information, please do not hesitate to call us at your convenience.

Sincerely,



Christopher J. Cha, PE

CJC/rmp

These **General Conditions of Agreement** for the **Freeport - CWSRF Abridged Application Preparation** (the “**Project**”), together with the attached Exhibits and any amendments hereto, are an agreement (collectively, the “**Agreement**”) between **City of Freeport** (“**Client**”), a **Texas Governmental Entity**, and **Westwood Professional Services, Inc.** (“**Westwood**”), a Texas corporation. Client and Westwood are each a “**Party**” and collectively, the “**Parties**” to this Agreement dated **October 27, 2025** (the “**Effective Date**”).

1.01 BASIC AGREEMENT

In exchange for the mutual covenants and promises contained in this Agreement and for good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties agree that Westwood shall provide, or cause to be provided, the professional services (the “**Services**”) set forth in this Agreement for Client in exchange for payment contemplated herein. In addition, Westwood shall provide drawings, specifications, plans, designs, work product, and other items and materials as described in this Agreement (the “**Deliverables**”).

2.01 SCOPE AND RESPONSIBILITIES

- A. *Westwood.* Westwood shall perform Services for the Project as set forth in the Scope of Services & Fee Proposal, attached and incorporated by reference herein as **Exhibit “A”**, in accordance with the terms of this Agreement. Westwood reserves the right to augment its staff with employees and/or consultants as it deems appropriate to assist in the performance of Services for the Project due to Project logistics, scheduling issues, and/or market conditions. The Deliverables and all other documents, software, data, intellectual property, and other work products created, developed, produced, delivered, performed, and/or provided by Westwood, whether in hard copy or in electronic form, are instruments of service (“**Instruments of Service**”) for this Project, whether the Project is completed or not.
- B. *Client.* In addition to the other responsibilities described in this Agreement and/or imposed by law or in equity, Client shall have the following obligations:
 - 1. Provide all information and criteria as to Client’s requirements, objectives, and expectations for the Project, including all numerical criteria that Client expects Westwood and its consultants, if any, to meet, including all standards of development, design, and/or construction.
 - 2. Provide Westwood all previous studies, plans, and/or other documents pertaining to the Project, including but not limited to the contract with the property owner (the “**Prime Contract**”), if any, and all applicable data requested by Westwood.
 - 3. Arrange for reasonable access to the Project site and other private or public property, including any easements or other authorizations as required for Westwood to provide the Services.
 - 4. Review all documents and/or oral reports presented by Westwood and render in writing decisions pertaining thereto within a reasonable time so as not to delay the Services for the Project.
 - 5. Apply for and furnish applicable approvals, licenses, and/or permits from governmental authorities having jurisdiction over the Project.

6. Furnish certifications and/or consents from other entities as may be necessary from time to time and in accordance with Section 10.01.C herein.
7. Be responsible for obtaining from others such independent accounting, legal, insurance, cost estimating, and overall feasibility services as Client may desire for the Project.
8. Comply with all applicable safety guidelines at the Project site at its own expense.
9. Give reasonably prompt written notice to Westwood whenever Client becomes aware of any development that affects the scope, timing, and/or payment of Westwood's Services and/or any defect or noncompliance in any aspect of the Project.
10. Bear all costs incidental to the responsibilities of Client under this Agreement.

3.01 ADDITIONAL SERVICES

- A. The Parties recognize that the Project scope may change from time to time, and in such an event, Westwood may furnish services in addition to those set forth in the Scope of Services & Fee Proposal, if authorized by Client in writing.
- B. In such case(s), the Parties shall appropriately and reasonably adjust Westwood's Services, the Project Schedule, and compensation for such additional services. Specifically, Client shall pay Westwood for such additional services an amount equal to the cumulative hours charged to the Project by each class of Westwood's employees multiplied by the rates for each applicable billing class plus reimbursable expenses and Westwood's consultant charges, if any. Client shall also adjust the budget and anticipated design and construction milestones, if any, as necessary to accommodate such changes to the Project Schedule. Additional Services may be documented in a Project Change Order, a template of which is attached and incorporated by reference herein as **Exhibit "E"**.

4.01 PAYMENT PROCEDURES

- A. *Compensation.* Client shall compensate Westwood for its Services as set forth in the Compensation & Method of Payment/Fee Schedule, attached and incorporated by reference herein as **Exhibit "B"**, including any subsequent amendments and/or change orders. Client shall pay Westwood as follows:
 1. *Hourly.* If the Services are agreed to be on an hourly basis, invoice amounts shall be in accordance with Westwood's Fee Schedule in effect at the time when the Services are performed. Westwood's standard hourly rates in the Fee Schedule shall be defined as an amount equal to the cumulative hours charged to the Project by Westwood's employees times standard hourly rates for each applicable billing class for all Services performed on the Project plus reimbursable expenses and Westwood's consultant charges, if any. Fee Schedule prices and rates are subject to change.
 2. *Lump Sum.* If the Services are agreed to on a lump sum basis, invoice amounts shall be an amount equal to the percent of each task's completion multiplied by the lump sum of the task plus reimbursable expenses and Westwood's consultant charges, if any.

Reimbursable expenses are defined as project-related internal expenses to Westwood actually incurred plus all invoiced external reimbursable expenses allocable to the specific project, the latter of which is multiplied by a factor of 1.15.

If applicable, when compensation to Westwood includes charges of Westwood's consultants, those charges shall be the amounts billed by Westwood's consultants to Westwood multiplied by a factor of 1.15. The consultant's reimbursable expenses and Westwood's factors include consultant overhead and profit associated with Westwood's responsibility for the administration of such services.

Fee estimates are included in the Scope of Services & Fee Proposal. Westwood may alter the distribution of compensation between individual phases of work to be consistent with Services actually rendered.

- B. *Preparation of Invoices.* Westwood will prepare a monthly invoice in accordance with Westwood's standard invoicing practices and submit the invoice to Client.
- C. *Payment of Invoices.* Invoices are due and payable within thirty (30) days of receipt.
- D. *Termination or Suspension of Services.* If Client fails to make any payment due to Westwood for fees, costs, or expenses within thirty (30) days of receipt of Westwood's invoice, such failure shall be considered substantial nonperformance and cause for termination in accordance with Section 9.01.B.2.iii of this Agreement. Alternatively, Westwood may suspend Services under this Agreement until Westwood has been paid in full for all amounts due and after giving seven (7) days advance written notice to Client. In the event of a suspension of Services, Westwood shall have no liability for delay or damage caused because of its suspension of Services. If Westwood resumes its Services after being paid all amounts due, the Project and Fee Schedules may be equitably adjusted, if necessary.
- E. *Payment Disputes.* Client shall provide written notification to Westwood within fourteen (14) days of receipt of the invoice should Client object to all or any part of the charges appearing on the invoice. Such written notice shall set forth, at a minimum, the specific portion of the invoice disputed, the amount disputed, and the alleged factual and legal basis for the dispute. The portion of the invoice not in dispute shall be paid by Client within thirty (30) days receipt of said invoice, and the disputed portion shall be resolved in accordance with Section 8.01 herein.

In no event shall Client withhold amounts from Westwood's compensation to impose a penalty or liquidated damages unless Westwood has been found liable for the amounts in a binding dispute resolution proceeding or lawsuit. Further, Westwood has the right to engage consultants to mitigate its damages, if needed.

- F. *Taxes.* Each Party shall be solely responsible for their own tax returns and payments required to be filed with or made to any federal, state or local tax authority with respect to this Agreement.
- G. *Attorney Fees.* In the event that Westwood must retain an attorney or collection agency due to Client's breach of this Agreement and/or to recover amounts due and owing to Westwood, including any additional services authorized by Client in writing pursuant to Section 3.01, Client shall be liable for all fees, costs, and expenses, including reasonable attorney fees, incurred regardless of whether an action is filed or not.
- H. *Interest.* Interest on any outstanding invoice balance past 30 days shall accrue at the rate of 1.25% per month or the highest rate permitted by law. Payments will be credited first to interest and then to principal.

5.01 INTELLECTUAL PROPERTY

- A. *Ownership and License.* Upon Westwood's receipt of full payment for the Deliverables and/or Instruments of Services, Client shall be the owner of all right, title, and interest in and to any and all Deliverables and/or Instruments of Service. Provide, however, that Westwood shall retain any ownership, copyright, and property interests in its standard systems, sections, details and specification.
- B. *Reuse.* Deliverables and/or Instruments of Service are not intended or represented to be suitable and are not licensed to Client for reuse, change, or alteration on extensions of the Project or on any other project without the express written permission of Westwood. Any unauthorized use of the Deliverables and/or Instruments of Service will be at the Client's sole risk without legal exposure or liability to Westwood.

6.01 GENERAL CONSIDERATIONS

- A. *Standard of Care.* The standard of care ("**Standard of Care**") for all Services performed or furnished by Westwood under this Agreement will be the care and skill ordinarily used by members of Westwood's profession practicing under similar circumstances at the same time and in the same locality. Westwood shall perform its Services as expeditiously as is consistent with such professional skill and care and in accordance with the orderly progress of the Project.
- B. **DISCLAIMER OF WARRANTIES AND GUARANTEES. EXCEPT AS EXPRESSLY SET FORTH IN SECTION 6.01.A ABOVE, WESTWOOD MAKES NO OTHER WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, RELATING TO WESTWOOD'S SERVICES UNDER THIS AGREEMENT. WESTWOOD HEREBY DISCLAIMS ANY IMPLIED WARRANTIES OR WARRANTIES IMPOSED BY LAW, INCLUDING WARRANTIES OF MERCHANTABILITY AND/OR FITNESS FOR A PARTICULAR PURPOSE. THESE SERVICES AND THIS DISCLAIMER EXTEND TO ALL WESTWOOD DELIVERY SERVICES, SOFTWARE, DATA, AND ALL OTHER WESTWOOD WORK PRODUCT AND INTELLECTUAL PROPERTY. FURTHER, WESTWOOD NEITHER GUARANTEES THE PERFORMANCE OF ANY THIRD PARTY, INCLUDING CONTRACTORS, USING THE DELIVERABLES OR SERVICES NOR ASSUMES ANY RESPONSIBILITY FOR ANY THIRD PARTY'S FAILURE TO FURNISH OR PERFORM ANY WORK THAT USES THE DELIVERABLES OR SERVICES.**
- C. *Compliance with Laws.* The Parties will apply the Standard of Care identified in Section 6.01.A and will comply with applicable laws, codes, regulations, and ordinances in effect during the term of this Agreement, which to the best of each Party's knowledge, information, and belief, apply to each Party's respective obligations.
- D. *Right of Entry.* Client grants to Westwood, and, if the Project site is not owned by Client, shall obtain permission for, a reasonable right of entry, access, and/or easement from time to time by Westwood, its employees, agents, and/or consultants upon the Project site for the purpose of providing the Services. Upon written request and approval by Westwood, Westwood may assist Client in obtaining necessary permits and/or licenses related to rights of entry and/or easements in order for Westwood and Westwood's consultants, if any, to adequately access and perform Services at the Project site under this Agreement.

- E. *Underground Data and Investigative Equipment.* Client shall advise and provide Westwood with all information and data in its possession concerning the type and location of all underground utilities, both public and private, as applicable. Client recognizes that the use of investigative equipment and practices may unavoidably alter the existing Project site conditions and affect the environment in the area being studied despite the use of reasonable care. To the extent allowed by Texas law, Client shall indemnify and hold Westwood harmless from claims for damages caused by reasons of Westwood's provision of Services under this Section.
- F. *Reliance on Client-Provided Data.* Client shall be responsible for—and Westwood and its consultants, if any, may use and/or rely upon—the accuracy and completeness of all requirements, programs, instructions, reports, data, and other information furnished by Client or Client's consultants, if any, including but not limited to Client's contractors, manufacturers, and/or suppliers (collectively, "**Client-Provided Data**"). Westwood may use such Client-Provided Data in performing or furnishing the Services under this Agreement, and Westwood shall coordinate the Services with the work provided by Client and/or Client's consultants for the Project.
- G. *Corrections.* Within 60 days of delivery, if Client reasonably and timely notifies Westwood in writing of a deficiency(ies) with Westwood's Services, Deliverables, and/or Instruments of Service, Westwood—as Client's sole and exclusive remedy—shall correct such deficiency(ies) without additional compensation to Client within 60 days after Westwood's receipt of Client's written notice, except to the extent such action is directly attributable to deficiencies in Client-Provided Data. If for any reason Westwood is not able to correct such deficiency(ies) within 60 days after Westwood's receipt of Client's written notice under this Section, Westwood will notify Client and will advise in writing the timeframe needed to correct the deficiency(ies) as expeditiously as possible.
- H. *Responsibility for Others.* Westwood shall not be responsible for the acts, errors, or omissions of any consultant(s), contractor(s), subconsultant(s), subcontractor(s), and/or supplier(s), or of any of their agents or employees or any other persons (except Westwood's own employees or those for whom Westwood is legally responsible) furnishing or performing any work or for any decision made on interpretations or clarifications of Deliverables or Instruments of Service without the consultation and advice of Westwood.
- I. *Intentionally Omitted.*
- J. *Hazardous Environmental Conditions.* The Parties acknowledge this Agreement does not include any Services related to a hazardous environmental condition. Such conditions include, but are not limited to the presence of, asbestos, polychlorinated biphenyls, petroleum, toxic substances or waste, and/or radioactive materials (collectively, "**Hazardous Environmental Conditions**"). If Westwood or any other entity or individual encounters a Hazardous Environmental Condition, Westwood may, at its option and without liability for consequential, liquidated, or any other damages, suspend performance of Services on the portion of the Project affected thereby until Client (i) retains an appropriate specialist consultant and/or contractor to identify and, as appropriate, abate, remediate, and/or remove the Hazardous Environmental Condition and (ii) warrants that the site is in full compliance with applicable laws, codes, regulations, and ordinances then in effect, if any. Westwood shall have no responsibility for the discovery, presence, handling, removal, disposal of, or exposure of persons or property to any such Hazardous Environmental Condition in any form at the Project site.

- K. *Substitutions*. Westwood shall not be responsible for Client's directive, substitution, or acceptance of non-conforming work at the Project that is made or given without Westwood's written approval.

7.01 ALLOCATION OF RISKS

A. ***INDEMNITY BY WESTWOOD***. TO THE FULLEST EXTENT PERMITTED BY LAW, WESTWOOD SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) CLIENT, CLIENT'S OFFICERS, DIRECTORS, PARTNERS, AND EMPLOYEES FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED BY THE NEGLIGENT ACTS OR OMISSIONS OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, OR EMPLOYEES IN THE PERFORMANCE OF WESTWOOD'S OBLIGATIONS UNDER THIS AGREEMENT. IN NO EVENT SHALL WESTWOOD'S INDEMNITY OBLIGATIONS EXTEND BEYOND ANY APPLICABLE ANTI-INDEMNITY STATUTE OR THE LIMITS OF LIABILITY CONTEMPLATED IN SECTION 7.01.C BELOW.

B. ***INDEMNITY BY CLIENT***. TO THE FULLEST EXTENT PERMITTED BY LAW, CLIENT SHALL INDEMNIFY AND HOLD HARMLESS (BUT SHALL NOT DEFEND) WESTWOOD, WESTWOOD'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, AND WESTWOOD'S CONSULTANTS, IF ANY, FROM AND AGAINST ANY AND ALL THIRD-PARTY CLAIMS FOR COSTS, LOSSES, OR DAMAGES TO THE EXTENT CAUSED IN WHOLE OR IN PART BY THE NEGLIGENT ACTS OR OMISSIONS OF CLIENT OR CLIENT'S OFFICERS, DIRECTORS, PARTNERS, EMPLOYEES, OR CLIENT'S CONSULTANTS IN THE PERFORMANCE OF CLIENT'S OBLIGATIONS UNDER THIS AGREEMENT.

C. *LIMITATION OF LIABILITY*

1. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THIS AGREEMENT TO CLIENT AND WESTWOOD, THE RISKS HAVE BEEN ALLOCATED SUCH THAT CLIENT AGREES, TO THE FULLEST EXTENT OF THE LAW AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE, OF WESTWOOD AND WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND CONSULTANTS TO CLIENT OR TO ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS, OR DAMAGES WHATSOEVER ARISING OUT OF, RESULTING FROM, OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO THE NEGLIGENCE, PROFESSIONAL ACTS, ERRORS, OMISSIONS, STRICT LIABILITY, BREACH OF CONTRACT, OR BREACH OF ANY WARRANTY, EXPRESS OR IMPLIED, OF WESTWOOD OR WESTWOOD'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, OR CONSULTANTS, SHALL NOT EXCEED THE TOTAL COMPENSATION RECEIVED BY WESTWOOD UNDER THIS AGREEMENT OR \$1,000,000.00, WHICHEVER IS GREATER.
2. FURTHER, WESTWOOD'S TOTAL LIABILITY TO CLIENT AND ANYONE CLAIMING BY, THROUGH, OR UNDER CLIENT FOR ANY COST, LOSS,

OR DAMAGES CAUSED IN PART BY THE NEGLIGENCE OF WESTWOOD AND IN PART BY THE NEGLIGENCE OF CLIENT OR ANY OTHER NEGLIGENT ENTITY OR INDIVIDUAL SHALL NOT EXCEED THE PERCENTAGE SHARE THAT WESTWOOD'S NEGLIGENCE BEARS TO THE TOTAL NEGLIGENCE AT ISSUE.

- 3. IT IS INTENDED BY THE PARTIES THAT THE SERVICES PROVIDED PURSUANT TO THIS AGREEMENT SHALL NOT SUBJECT WESTWOOD'S INDIVIDUAL SHAREHOLDERS, OFFICERS, DIRECTORS, MEMBERS, MANAGERS, OR EMPLOYEES TO ANY PERSONAL LEGAL EXPOSURE FOR THE RISKS ASSOCIATED WITH WESTWOOD'S SERVICES UNDER THIS AGREEMENT.**
- 4. UNDER NO CIRCUMSTANCES SHALL WESTWOOD BE LIABLE FOR EXTRA COSTS, DAMAGES, FEES, OR OTHER CONSEQUENCES DUE TO CHANGED CONDITIONS OR FOR THE FAILURE OF OTHER ENTITIES OR INDIVIDUALS TO PERFORM WORK IN ACCORDANCE WITH THE DESIGN PLANS AND SPECIFICATIONS.**

D. *WAIVER OF CERTAIN DAMAGES.* TO THE FULLEST EXTENT PERMITTED BY LAW, EACH PARTY WAIVES AGAINST THE OTHER, INCLUDING THEIR EMPLOYEES, OFFICERS, DIRECTORS, MEMBERS, PARTNERS, AGENTS, AND INSURERS, ANY AND ALL CLAIMS FOR OR ENTITLEMENT TO INCIDENTAL, SPECIAL, CONSEQUENTIAL, LIQUIDATED, INDIRECT, EXEMPLARY, AND/OR PUNITIVE DAMAGES ARISING OUT OF THIS AGREEMENT, THE PROJECT, THE DELIVERABLES, INSTRUMENTS OF SERVICE, AND/OR EACH PARTY'S OBLIGATIONS UNDER THIS AGREEMENT, EVEN IF THE PARTIES HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES. THIS PROHIBITION EXTENDS TO ANY CLAIMS BY CLIENT OR A THIRD PARTY(IES) FOR LOSS OF PROFITS, REVENUE, OPPORTUNITY, GOOD WILL, COST OF SUBSTITUTE FACILITIES, GOODS, SERVICES, AND/OR COST OF CAPITAL.

8.01 CLAIMS AND DISPUTES

- A. *Notice.* In addition to the provisions of Section 4.01.F above regarding payment disputes, if any other dispute, controversy, or claim ("**Dispute**") should arise between the Parties relating to this Agreement, written notice of the Dispute shall be provided by the aggrieved Party to the other Party within 14 days of the instance giving rise to the Dispute.
- B. *Informal Dispute Resolution.* After written notice of a Dispute, the Parties shall attend an in-person meeting, or by remote means if mutually agreeable, in the county where the Project is located or at another mutually agreeable venue. Each Party shall designate at least one person with authority to act and bind the company on its behalf to attend the meeting in a good faith effort to resolve the Dispute and in a timely and cost-effective manner before any further escalation as detailed in this Section.
- C. *Mediation and Litigation.* Should any Dispute fail to resolve during the meeting required under Section 8.01.B, such Dispute shall be submitted to mediation in accordance with the Construction Industry Arbitration Rules and Mediation Procedures of the American Arbitration Association as a condition precedent to arbitration. The Parties shall agree upon a mediator in the county where the project from which the Dispute arises is located or in another county if mutually agreed in writing by the Parties. The Parties shall split any mediation fee(s) payable to the mediator to conduct the

mediation. The Parties shall each be responsible for and bear their own separate costs and fees for the mediation. Any mediation or civil action by Client must be commenced within one year of the accrual of the cause of action asserted but in no event later than allowed by applicable statutes. Should mediation fail, the Dispute shall be resolved by litigation to be held in the county where the Project is located or in another county if mutually agreed in writing by the Parties.

- D. *Subpoenas and Document Production.* In the event Westwood is asked or forced through subpoena, deposition, or otherwise to participate in a dispute resolution proceeding between Client and a third-party(ies), including but not limited to providing trial and pre-trial testimony and searching, reviewing, and/or producing documents, Westwood shall recover its costs, fees, and expenses (including its attorney fees) and be compensated for all time spent at the highest rate provided in **Exhibit “B”**.
- E. *Prevailing Party.* In the event of a Dispute, mediation, arbitration, or litigation related to the enforcement of this Agreement, the prevailing party shall be entitled to reimbursement of its reasonable attorney fees, expenses, and costs in bringing or defending the action. As used herein, a **“Prevailing Party”** means the party that is afforded the greater relief (whether affirmatively or by means of a successful defense) with respect to the totality of claims, including counterclaims and crossclaims, if any, and having the greatest value or importance as determined by the court, mediator, or arbitrator(s) allowing for all of the claims and defenses asserted. In claims for money damages, the total amount of recoverable attorney fees, expenses, and costs shall not exceed the net monetary award or judgment of the prevailing party.
- F. *Consolidation/Joinder.* The Parties agree to consolidation and/or joinder with another pending dispute resolution proceeding, if any, to the extent such consolidation and/or joinder (i) substantially involves common questions of law or fact; (ii) is in the interest of justice or is otherwise necessary to afford complete relief to the Parties hereto; and (iii) is permitted by the judge, arbitrator, mediator, or other decision maker in the other dispute resolution proceeding. The Parties consent to consolidation and/or joinder under this Section even if the other dispute resolution proceeding is in a venue not provided for in this Agreement and/or otherwise is not selected by the Parties hereto.
- G. *Performance.* Client shall continue its payment obligations in accordance with this Agreement during the pendency of any dispute resolution proceedings, including informal dispute resolution, mediation, arbitration, and/or litigation.

9.01 TERM AND TERMINATION

- A. *Term.* This Agreement shall commence on the Effective Date and remain in full force and effect for a period of one (1) year after Westwood’s completion of Services. This Agreement may be renewed by mutual written agreement of the Parties.
- B. *Termination.* This Agreement may be terminated:
 - 1. By either Party upon 30 days written notice in the event of failure by the other Party to perform in accordance with the Agreement’s terms through no fault of the terminating party.

Notwithstanding the foregoing, this Agreement will not terminate as a result of a failure to perform in accordance with the Agreement if the Party receiving a notice of failure

to perform begins within seven (7) days of receipt of such notice to correct its failure and proceeds diligently to cure such failure within 30 days of receipt of said notice; provided, however, that if and to the extent such failure cannot be reasonably cured within such 30 day period, and if such Party has diligently attempted to cure the same and thereafter continues diligently to cure the same, then the cure period provided for herein shall extend up to, but in no case more than, 60 days after the date of receipt of the notice.

2. By Westwood:

- i. Upon seven (7) days written notice if Westwood believes that Westwood is being requested by Client to furnish or perform services contrary to Westwood's responsibilities as a licensed professional;
- ii. Upon seven (7) days written notice if Westwood's Services for the Project are delayed or suspended for more than 90 days for reasons beyond Westwood's control; or
- iii. Upon seven (7) days written notice if Client fails to make any payment due to Westwood in accordance with this Agreement.

Westwood shall have no liability to Client as a result of such termination in this Section.

3. In the event of a termination of this Agreement, the terminating Party may set the effective date of termination at a time up to 30 days later than would otherwise be provided to allow Westwood time to demobilize personnel and equipment from the Project site; to complete tasks providing value that would otherwise be lost; to prepare notes as to the status of completed and uncompleted tasks; and/or to assemble Project materials in orderly files. Westwood shall be compensated for the time required to complete such tasks.

10.01 MISCELLANEOUS PROVISIONS

- A. *Insurance.* Westwood shall maintain insurances during the term of this Agreement as indicated in **Exhibit "C"**, attached and incorporated by reference herein.
- E.
- B. *Independent Contractor.* Nothing contained in this Agreement shall be construed to mean that Westwood and Client are engaging in an employer/employee relationship, joint venture, agency, fiduciary relationship, or partnership. The Parties shall at all times be and remain independent contractors of one another. Except as expressly agreed by the Parties in writing, neither Party shall have any right or authority, express or implied, to assume or create any obligation of any kind, or to make any representation or warranty, on behalf of the other Party or to bind the other Party in any respect whatsoever. Neither Party shall have any obligation or duty to the other Party except as expressly and specifically set forth herein, and no such obligation or duty shall be implied by or inferred from this Agreement or the conduct of the Parties hereunder.
- F.
- C. *Successors and Assigns.* The Parties and the partners, successors, executors, administrators, and legal representatives of each Party are each hereby bound to the other Party to this Agreement and to the partners, successors, executors, administrators, and legal representatives (and said assigns) of such other Party, in respect of all covenants, agreements, and obligations of this Agreement. Neither Party may assign, sublet, or transfer any rights under or interest (including, but without

limitation, moneys that are due or may become due) under this Agreement without the written consent of the other.

- D. *No Third-Party Rights.* This Agreement shall not create any rights or benefits to entities other than to Client and Westwood, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole benefit of Client and Westwood. No third party shall have the right to rely on Westwood's Deliverables, Instruments of Service, or opinions rendered in connection with the Services without the written consent of Westwood and the third party's agreement to be bound to the same conditions and limitations as Client.
- E. *Force Majeure.* An event of force majeure ("**Force Majeure**") occurs when an event beyond the control of the Party claiming Force Majeure prevents such Party from fulfilling its obligations under this Agreement. An event of Force Majeure includes, without limitation, floods, hurricanes and other adverse weather conditions, war, riot, civil disorder, acts of terrorism, disease, epidemic, pandemic, strikes and labor disputes, actions or inactions of government or other authorities, law enforcement actions, curfews, closure of transportation systems or other unusual travel difficulties, or the inability to provide a safe working environment.

In the event of a Force Majeure, the obligations of Westwood to perform Services shall be suspended for the duration of the event of Force Majeure. In such event, Westwood shall be compensated for time expended and expenses incurred during the event of Force Majeure, and the Project Schedule shall be equitably extended by a like number of days as the event of Force Majeure.

If Services are suspended for 30 days or more, Westwood may, in its sole discretion and upon five (5) days prior written notice, terminate this Agreement, the amendments hereto, if any, the affected change order(s), if any, or any of the above. In the case of such termination, and in addition to the compensation and time extension set forth above, Westwood shall be compensated for all reasonable termination expenses.

- F. *Choice of Law.* This Agreement and any disputes arising out of or relating hereto and/or to this Agreement, its formation, and/or the Exhibits hereto shall be governed by the laws of the State of Texas.
- G. *Survivability.* Sections 5.01, 6.01.A-B, 7.01, and 8.01 included in this Agreement shall survive this Agreement's completion or termination for any reason.
- H. *Invalidity.* Any provision or part of this Agreement held to be invalid, void, or unenforceable under any laws or regulations shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon the Parties. To the fullest extent permitted by law, the stricken portion shall be revised to the extent necessary to make that provision legal and enforceable and shall give effect to the Parties' intentions and purposes in executing this Agreement.
- G. *Conflicting Provisions.* In the event the terms of these General Conditions conflict with the Agreement Exhibits, the Prime Contract, or any other applicable agreement, these General Conditions as between Client and Westwood shall govern unless the Parties expressly agree in writing otherwise.
- J. *Notices.* Any notice, request, demand, or other communication required or permitted hereunder shall be in writing, shall reference this Agreement, and shall be deemed to be properly given (i)

when delivered personally; by registered or certified mail, return receipt requested, postage prepaid; or by UPS/FedEx express courier service or (ii) when sent by e-mail with receipt confirmation requested, provided, that a hard copy of such notice shall also be sent in accordance with the methods described in clause (i) of this Section within two (2) business days of such email. All notices shall be sent to the address set forth on the signature page of this Agreement or to such other address or person as may be designated by a Party in writing to the other Party pursuant to this Section.

K. *Total Agreement.* This Agreement constitutes the entire Agreement between the Parties and supersedes all prior written or oral understandings regarding this subject. This Agreement may only be amended, supplemented, superseded, or modified by a mutually executed written instrument by both Parties. No waiver of any condition or of the breach of any term of this Agreement shall be deemed to be a further or continuing waiver of any such condition or of the breach of any term of this Agreement.

L. *Counterparts.* This Agreement may be executed in any number of counterparts, each of which shall be deemed to be one and the same instrument.

H.

I. [Remainder of Page Left Intentionally Blank; Signature Page Follows]

The Parties hereto have executed this Agreement as of the Effective Date first indicated above.

CLIENT:
City of Freeport

WESTWOOD:
Westwood Professional Services, Inc.

(Signature)

(Signature)

(Name – Printed)

(Name – Printed)

(Title)

(Title)

(Date)

(Date)

Client Address/Contact for giving notices:

Westwood Address/Contact for

Westwood Professional Services, Inc.

C/O General Counsel

2805 North Dallas Parkway, Suite 150

Plano, Texas 75093

Email: legal@westwoodps.com

EXHIBITS:

A	Scope of Services & Fee Proposal
B	Compensation & Method of Payment/Fee Schedule
C	Insurance
D	Project Change Order Template

EXHIBIT A to Agreement between the City of Freeport, Texas (“Client”) and Westwood Professional Services, Inc., (“Westwood”) for Consulting Services

EXHIBIT ‘A’ – SCOPE OF SERVICES

**CLEAN WATER STATE REVOLVING FUND (CWSRF)
ABRIDGED APPLICATION PREPARATION**

PROJECT DESCRIPTION:

The project consists of preparation and submission of the CWSRF abridged application to the TRWD for water system improvements funding (PROJECT).

BASIC SERVICES:

The first step in the application process is to prepare the Project Information Form (PIF).

1. Develop project description and estimate of cost.
2. Prepare special write ups for any principal forgiveness including Green Project Reserve.
3. Submit PIF via TWDB online portal.
4. Respond to any questions about PIF from TWDB.

END OF EXHIBIT ‘A’

EXHIBIT B to Agreement between
the City of Freeport, Texas (“Client”)
and Westwood Professional Services,
Inc., (“Westwood”) for Consulting
Services

EXHIBIT ‘B’ – COMPENSATION AND METHOD OF PAYMENT

**CLEAN WATER STATE REVOLVING FUND (CWSRF)
ABRIDGED APPLICATION PREPARATION**

COMPENSATION:

For all professional services included in EXHIBIT ‘A’, Scope of Services, Westwood shall be compensated a lump sum fee of \$4,500.00 as summarized below. The total lump sum fee shall be considered full compensation for the services described in EXHIBIT ‘A’, including all labor materials, supplies, and equipment necessary to deliver the services.

Basic Services

A. CWSRF Abridged Application & Project Information Form \$4,500.00

METHOD OF PAYMENT:

Westwood shall be paid monthly payments as described in Article 3 of the AGREEMENT. The cumulative sum of such monthly partial fee payments shall not exceed the total current project budget including all approved Amendments. Each invoice shall be verified as to its accuracy and compliance with the terms of this Agreement by an officer of Westwood.

Monthly statements for reimbursable services performed by sub consultants will be based upon the actual cost to Westwood plus ten percent (10%). Direct expenses for services such as printing, express mail, fees, mileage and other direct expenses that are incurred during the progress of the project will be billed at 1.1 times Westwood’s cost.

END OF EXHIBIT ‘B’

EXHIBIT C to Agreement between
the City of Freeport, Texas (“Client”)
and Westwood Professional Services,
Inc., (“Westwood”) for Consulting
Services

EXHIBIT C – INSURANCE

A. *Insurance.* Westwood shall, during the life of this Agreement, maintain the following insurances:

1. Commercial General Liability (occurrence form not less than):
 - \$2,000,000 General Liability
 - \$2,000,000 Products and Completed Operations Aggregate
 - \$1,000,000 Personal and Advertising Injury
 - \$1,000,000 Each Occurrence
 - \$10,000 Medical Expense
2. Commercial Automobile Liability (all scheduled auto, hired and non-owned autos):
 - \$1,000,000 Combined Single Limit
3. Umbrella
 - \$5,000,000 Aggregate
 - \$5,000,000 Each Occurrence
4. Workers Compensation
 - \$1,000,000 Each Accident
 - \$1,000,000 Policy Limit
 - \$1,000,000 Each Employee

Professional Liability Errors and Omissions Insurance. Westwood shall carry Professional Liability Errors and Omissions insurance with limited contractual liability in the amount of \$2,000,000 per claim and in the aggregate for the duration of this Agreement.

END OF EXHIBIT ‘C’

EXHIBIT D

PROJECT CHANGE ORDER TEMPLATE TO GENERAL CONDITIONS OF AGREEMENT

PROJECT TITLE: _____

CLIENT NAME: *Insert Legal Client Name here*

DATE OF CHANGE ORDER: _____

PROJECT CHANGE ORDER NO.: *Insert Change Order No. here*

PROJECT LOCATION: _____

PROJECT NUMBER: _____

This Project Change Order between Client and Westwood is set forth pursuant to the General Conditions of Agreement executed on *insert date*. The purpose of this Project Change Order is to modify the conditions, deliverables, schedule, and/or the scope of work for the Project.

I. Contract Documents

This Project Change Order and the General Conditions of Agreement comprise the contract documents. There are no other general or supplementary conditions further stipulated.

II. Project Description

Briefly describe any changes to the Project. Briefly describe any changes to the scope of services.

III. Client and Westwood Responsibilities

1. Client Responsibilities:

Define any changes to Client responsibilities under this Project Change Order.

2. Westwood Responsibilities:

Define any changes to Westwood responsibilities under this Project Change Order.

IV. Deliverables

Clearly define any changes to the Deliverables.

V. Schedule

1. *Define changes in the project schedule.*
2. Pursuant to this Change Order, Services will commence on ____ *date (if not already commenced)* and will proceed for ____ *number of* working days.
3. Notice to Proceed is understood to be this Project Change Order signed, dated, and fully executed by both Client and Westwood.

VI. Staff

1. Pursuant to completion of this Project Change Order, Westwood will utilize the following primary personnel under the designated roles listed:

Define any personnel changes.

a. Name, License, Title

Description of responsibilities

Contact Information

b. Name, License, Title *(if scope change requires more than one service/person)*

Description of responsibilities

Contact Information

2. Pursuant to completion of this Project Change Order, Client will utilize the following primary personnel under the designated roles listed:

Define any personnel changes.

a. Name, License, Title

Description of responsibilities

Contact Information

VII. Project Change Order Attachments:

1. *Attachments related to Project Change Order (scope, schedule, insurance, prime, etc.)*

VIII. Payment

1. The estimated cost/fee for this Project Change Order is \$_____
2. As a result of this Project Change Order, the total estimated Project cost/fee is now \$_____
 - a. *Define changes to the total estimated cost/fee.*
3. Westwood will issue invoices on an approximate 4-week cycle.

ACCEPTED AND AGREED:

CLIENT:
City of Freeport

(Signature)

(Name – Printed)

(Title)

(Date)

Client Address/Contact for giving notices:
giving notices:
(if different than General Conditions Agreement)

WESTWOOD:
Westwood Professional Services, Inc.

(Signature)

(Name – Printed)

(Title)

(Date)

Westwood Address/Contact for
(if different than General Conditions



City Council Agenda Item #[4.I]

Title: Consideration and possible action approving Resolution No. 2025-2998 amending the Purchasing Policy.

Date: November 17, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommend approval of the Resolution.

Item Summary: Consideration and possible action to amend the City's Purchasing Policy to update administrative purchasing authority thresholds for purchases and clarify various aspects of standard practice.

The State recently increased their purchasing threshold guidelines in the Local Government Code, Chapter 252, from \$50,000 to \$100,000 (a 100% increase). In doing so, the City began internal discussions on current workflows and what could be improved, if any, to reduce the burden on employees in being compliant with City policy. We felt it was best to review and propose an amendment to our policy as described in this item.

Background Information: The City's current purchasing thresholds were adopted on March 18, 2024. They have not been updated to reflect market inflation, higher unit costs for routine goods and services, and operational realities. As a result, small and mid-sized purchases frequently require higher-level approvals than operationally necessary, creating delays and additional administrative workload without improving internal control.

Staff reviewed peer cities' practices and our internal approval workflows and recommends updating the thresholds within existing competitive purchasing requirements, City Charter, and applicable state law. The amendment does **not** change competitive bidding requirements; it only adjusts internal approval authority for commitments below formal procurement thresholds.

Current vs. Proposed Approval Thresholds

Role	Current Authority	Proposed Authority
Department Head	Up to \$1,000	Up to \$5,000 (5% of State threshold)
Finance Director	Up to \$10,000	Up to \$20,000 (20% of State threshold)
City Manager	Up to \$30,000	Up to \$60,000 (60% of State threshold)

Notes:



- Currently, purchases over \$3,000 require quotes and a purchase order. This change would raise that threshold, slightly, to \$5,000. This would reduce workload on staff of both the Finance Department and the different Department Heads.
- Currently, any purchase over \$1,000 requires the signature of the Finance Director. This has created a lag in the processing of invoices, as well as a large additional workload of both the Finance Department and the different Department Heads.
- Currently, the verbiage of the policy allows for the Finance Director to be vested to enter into a contract. It also allows for the City Manager to enter into a contract without required City Attorney prior approval. This proposal corrects both of those issues.
- All purchases must continue to comply with the Purchasing Policy, including quote requirements, encumbrance controls, budget availability, and applicable state law.
- Contracts or purchases at or above formal procurement thresholds remain subject to competitive processes and City Council approval, as applicable.

Rationale:

- *Operational efficiency:* Reduces bottlenecks for routine, budgeted expenditures.
- *Right-sized controls:* Keeps higher-level review for larger or higher-risk purchases while empowering departments for minor needs.
- *Cost realism:* Reflects inflation and market pricing for standard supplies, maintenance, and services.
- *Transparency preserved:* Documentation, quote requirements, and audit trail standards are unchanged.

Special Considerations: N/A

Financial Impact: No direct budget impact. The change may yield minor administrative savings from fewer routing steps and quicker cycle times, improving service delivery. All purchases remain subject to adopted budgets.

Board or 3rd Party Recommendation: N/A**Supporting Documentation:**

1. Resolution - Amending Purchasing Policy 2025
2. Purchasing Policy 2024 - Redline
3. Purchasing Policy 2025 - Proposed

RESOLUTION NUMBER 2025-2998

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPROVING AND ADOPTING AMENDMENTS TO THE PURCHASING POLICY FOR THE CITY OF FREEPORT; PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

WHEREAS, the City Council adopted Resolution Number 2019-2588 on June 3, 2019, establishing a Purchasing Policy that clearly defines authority, responsibility, and established procurement guidelines for the organization; and

WHEREAS, the City Council adopted Resolution Number 2020-2660 on October 5, 2020 amending the Purchasing Policy; adopted Resolution Number 2022-2763 on November 9, 2022 amending the Purchasing Policy; adopted Resolution Number 2022-2773 on December 19, 2022 amending the Purchasing Policy; and adopted Resolution Number 2024-2843 on March 4, 2024 amending the Purchasing Policy;

WHEREAS such Purchasing Policy needs to be amended; a copy of which is attached hereto as Exhibit "A"; and

WHEREAS, the City Council hereby finds that the amended Purchasing Policy should be approved.

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

Section 1. The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. The Purchasing Policy attached hereto as "Exhibit A" is hereby amended and adopted as the Purchasing Policy of the City of Freeport.

Section 3. This Resolution shall become effective immediately upon its passage.

DULY PASSED, APPROVED AND ADOPTED on this the ____ day of November 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:

Duncan Law Firm, City Attorney
City of Freeport, Texas

EXHIBIT A



City of Freeport Purchasing Policy

Approved
March 18, 2024

Table of Contents

Section 1: Purchasing Policies, Objectives, and Ethics	3
A. Purchasing Policy	3
B. Purchasing Objectives	3
C. Legal Authority	3
D. Disclosure of Certain Relationships	4
E. Certificate of Interested Parties (Form 1295)	4
F. Purchasing Ethics	4
G. Participating in Procurements with Family or Friends	6
H. Gratuities	6
I. Kickbacks	6
J. Confidential Information	6
K. Purchase of Materials, Equipment, And Supplies for Personal Use	6
L. Private Purchases Through City Facilities	6
M. Tax Exempt Status	7
N. Tax Exempt Status for Purchase of Personal Property	7
O. Definitions	7
Section 2: Purchasing Process	11
A. Delegation of Purchasing Authority	11
B. Total Dollar Limits/Approval Requirements	11
C. Purchases of Less Than \$3,000	12
D. Purchases of \$3,000 to Less Than \$50,000	12
E. Purchases of \$50,000 or More	13
F. General Purchasing Provisions	13
G. Prompt Payment Act	13
H. Consideration of The Location of a Bidder's Principal Place of Business	13
I. Preference for Recycled Products	14
J. Municipal Contracts	14
K. Procedures for Federal Grants	14
L. Construction Projects	17
Section 3: Exemptions to Competitive Bidding	18
A. High Technology Procurement	19
B. Emergency Services	19
C. Professional Services	20
D. Work That Is Performed and Paid for By the Day as The Work Progresses	20
E. Purchase of Rare Books, Papers, And Other Library Materials for A Public Library	20
F. Developer Participation Contracts	20
G. Interlocal Contracts and Cooperative Purchasing	21
H. Media Advertising	21
Section 4: Credit Card/Procurement Card Purchases	22
A. Program Administration	22

B. P Card Issuance & Transaction / Monthly Limits	23
C. Department P Cards	23
D. Finance Department P Card	23
E. P Card Usage Guidelines	24
F. Monthly Reconciliation Process	25
G. Receipt of Goods & Payment / Dispute of Charges	27
H. Cancellation & Renewal Of P Cards	28
I. Accountability	28
Section 5: Disposal of City Property	30
A. Property Disposal	30
Section 6: Electronic Procurement	31
A. Identification	31
B. Security	31
C. Confidentiality	31
Section 1: Purchasing Policies, Objectives, and Ethics	5
A. Purchasing Policy	5
B. Purchasing Objectives	5
C. Legal Authority	5
D. Disclosure of Certain Relationships	6
E. Certificate of Interested Parties (Form 1295)	6
F. Purchasing Ethics	7
G. Participating in Procurements with Family or Friends	8
H. Gratuities	8
I. Kickbacks	8
J. Confidential Information	8
K. Purchase of Materials, Equipment, And Supplies for Personal Use	8
L. Private Purchases Through City Facilities	9
M. Tax Exempt Status	9
N. Tax Exempt Status for Purchase of Personal Property	9
O. Definitions	9
Section 2: Purchasing Process	13
A. Delegation of Purchasing Authority	13
B. Total Dollar Limits/Approval Requirements	14
C. Purchases of Less Than \$5,000 (Department Head)	15
D. Purchases of \$5,000 to \$19,999.99 (Finance Director)	15
E. Purchases of \$20,000 to \$59,999.99 (City Manager)	15
F. Purchases of \$60,000 or More (City Council)	16
G. Purchase Order Cancellation	16
H. General Purchasing Provisions	17
I. Prompt Payment Act	17
J. Consideration of The Location of a Bidder's Principal Place of Business	17
K. Preference for Recycled Products	17
L. Municipal Contracts	18
M. Procedures for Federal Grants	18

N. Construction Projects	29
Section 3: Exemptions to Competitive Bidding	30
A. High Technology Procurement	31
B. Emergency Services	31
C. Professional Services	32
D. Work That Is Performed and Paid for By the Day as The Work Progresses	32
E. Purchase of Rare Books, Papers, And Other Library Materials for A Public Library	32
F. Developer Participation Contracts	32
G. Interlocal Contracts and Cooperative Purchasing	33
H. Media Advertising	33
Section 4: Credit Card/Procurement Card Purchases	34
A. Program Administration	34
B. P-Card Issuance & Transaction / Monthly Limits	35
C. Department P-Cards	35
D. Finance Department P-Card	35
E. P-Card Usage Guidelines	36
F. Monthly Reconciliation Process	38
G. Receipt of Goods & Payment / Dispute of Charges	39
H. Cancellation & Renewal Of P-Cards	40
I. Accountability	40
Section 5: Disposal of City Property	42
A. Property Disposal	42
Section 6: Electronic Procurement	43
A. Identification	43
B. Security	43
C. Confidentiality	43

Section 1:- Purchasing Policies, Objectives, and Ethics

A. Purchasing Policy

The procedures listed below provide an outline of the overall purchasing process.

___ It is the policy of the City to assure fair competitive access to governmental procurement by responsible vendors/contractors and to conduct business activities in such a manner as to foster public confidence in the integrity of the City.

___ Therefore, regardless of the expenditure, it is the policy of the City to garner competition that produces the highest quality goods at the lowest possible price, regardless of whether the item or service is subject to bid.

B. Purchasing Objectives

These policies are intended to:

- Ensure that the City acquires, stores, disburses, utilizes and disposes of goods and services uniformly and economically
- Provide the City with quality products and services at the best possible price
- Ensure that the City abides by the City's Charter and its adopted annual budget
- Ensure that the City abides by the Texas Local Government Code Chapters 252 and 271
- Help all departments understand and use established purchasing procedures and abide by applicable state and federal laws
- Help all departments in meeting the procurement needs of the City
- Encourage participation of small and minority businesses, women's business enterprises, and labor surplus area firms.

C. Legal Authority

___ The City has attempted to incorporate local, state and federal laws into this manual. The City, however, does not ~~warrant~~guarantee that these policies include all such laws. Local, state and federal laws will prevail over these rules where applicable.

Texas Local Government Code 252.002 (Municipal Charter controls in case of conflict)

Legal requirements which affect the acquisition of goods and services include the following:

- *Texas Local Government Code, Chapter 252* requires that before a municipality may enter into a contract, except for those items exempted under *Chapter 252.022* or other law, that requires an expenditure of more than ~~\$50100,000.00~~ \$50100,000.00 from one or more municipal funds, the municipality must comply with the procedure prescribed as appropriate therein for competitive sealed bidding or competitive sealed proposals.
- *Texas Local Government Code, Chapter 171* requires local government officials to disclose conflicts of interest and sets forth rules that require officials to abstain where they are in a

position to vote or ~~make a decision~~decide on any matter involving a business entity or real property for which they have an interest in.

- *Texas Government Code Title 10, Chapter 2254*, also known as the Professional Services Act, governs the local government procurement of various professional services. *Chapter 2254* prohibits the procurement selection of architects or engineers based on bid price and requires government entities to first select the most qualified provider based on demonstrated competence and qualifications, and then attempt to negotiate with that provider a contract at a fair and reasonable price.
- *The State of Texas Engineering Practice Act, Chapter 1001, Texas Occupations Code*, states that a registered professional engineer must be hired to prepare plans, specifications, and estimates for any public works activities in accordance with this Act. The engineer must directly supervise the project in order to ensure ~~the~~ public health, safety, and welfare.

D. Disclosure of Certain Relationships

___The Texas Local Government Code, Chapter 176 requires a vendor that wishes to conduct business or be considered for business with the City of Freeport, Texas to file a conflict--of--interest questionnaire. The Disclosure Act applies to all ~~persons~~people or businesses who conduct business with the City, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

___Vendors or respondents who meet the following criteria must fill out a conflict--of--interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City:

A vendor or respondent that:

- contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- Is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions.

E. Certificate of Interested Parties (Form 1295)

___*Section 2252.908 of the Texas Government Code* states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

___A business entity must enter the required information on Form 1295 online at ~~<https://www.ethics.state.tx.us/File/>~~<https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

F. Purchasing Ethics

The City wants to promote and protect its governmental integrity. The purpose of this section is to provide guidance to all City employees involved in the procurement process so that they may conduct themselves in a manner that is compatible with the best interest of the City. For more guidance regarding the City's Code of Ethics, please refer to the City's Ethics Policy found under Title IX of the Code of Ordinances, Chapter 100.

The employees of the City responsible for purchasing shall:

- Purchase the proper goods or services to address the City's needs
- Get the best possible price for goods or services
- Have goods or services available when and where the City needs it
- Assure a continuing supply of needed goods and services
- Guard against misappropriation of City funds
- Facilitate cooperation with other governmental units
- Maximize competition from responsible bidders
- Safeguard public funds and receive the best value for the public dollar
- Never use public spending to enrich elected officials or City employees
- Never make purchases for personal use in the City's name
- Ensure all procurement transactions will be conducted in a manner providing full and open competition:
 - No unreasonable requirements are placed on firms in order for them to qualify.
 - No unnecessary experience or excessive bonding required.
 - Noncompetitive pricing practices between firms or between affiliated companies is disallowed.
 - Noncompetitive contracts are disallowed except for when there is an approved exception.
 - No organizational conflicts of interest.
 - If a "brand name" product is specified, an equal or like product is acceptable.
 - A vendor that intends to respond to the Request for Proposals, Request for Qualifications and/or Invitation for Bid may not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals.
- Ensure all procurement transactions shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
- Ensure all procurement transactions shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals
- If a prequalified list ~~when~~of acquiring goods or services is used, the City will ensure the list is updated regularly, ~~provides~~providing enough qualified sources to ensure maximum open and free competition.
- Ensure all procurement transactions must conform to applicable local, state, and federal laws and regulations.

Perception is Everything. Even if a procurement decision is sound, the ~~method~~-determination of the method should be documented and will be open to public inspection. If a decision is perceived to be less than fair to all competitors, then ~~the~~ perception becomes the reality to the unsuccessful bidders. And, if the opinion is that the City has “favorite companies we always do business with”, our job is to set the record straight with all who may have this complaint. It is important that awards are made based on competition and/or best value for the City, ~~h~~atthat the reason(s) for those awards are documented and defensible, ~~and~~ that a decision is based on fact and in the best interest of the City.

G. Participating in Procurements with Family or Friends

It shall be a breach of ethics for any employee of the City of Freeport to participate directly or indirectly in procurement for the City of Freeport when the employee knows that:

- The employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

H. Gratuities

___ It shall be a violation of city employment to offer, give or agree to give any employee of the City of Freeport, or for any employee of the City of Freeport to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefore pending before the City of Freeport.

I. Kickbacks

___ It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a vendor/subcontractor under a contract to the prime vendor/contractor or higher tier subcontractor for any contract for the City of Freeport, or any person associated therewith, as an inducement for the award of a sub-contract or order.

J. Confidential Information

___ It shall be a violation of City policy for any employee of the City of Freeport knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

K. Purchase of Materials, Equipment, And Supplies for Personal Use

___ No employee may purchase City property for his/her own personal use unless it is purchased through the City’s public auction or through the sealed bid procedures of the City. This includes new and used equipment, materials or supplies.

L. Private Purchases Through City Facilities

___ No employee may use the purchasing power of the City of Freeport to make a private purchase. In addition, employees should not have private purchases sent to the City to be paid for by the employee.

M. Tax Exempt Status

___ The City of Freeport is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certificate is available from the Finance Department and will be furnished to any of the City's suppliers upon request. Employees making purchases for the City out of personal funds will not be reimbursed for sales tax paid.

N. Tax Exempt Status for Purchase of Personal Property

___ Employees may not use the City's tax-exempt status for purchases of personal property. Anyone avoiding payment of sales tax by using this exemption may be liable for prosecution under Texas Penal Code, Chapter 39.

O. Definitions

___ The following definitions are intended to assist you in understanding the language used throughout this manual. When using this manual, if you find a word or words that you may not clearly understand and if it is not defined in this section, please do not hesitate to contact someone in Finance for clarification and/or interpretation.

Appropriated – The City Council appropriates funds through the adoption of the annual budget and subsequent amendments. Appropriated funds are funds that are able to be used for the purchase of goods and services, another way of saying this would be to say funds are budgeted and authorized for the intended purchase.

Award - Approval by the City Council, City Manager, ~~Financial~~Finance Director or their designee, under whose authority a purchase order is issued.

Best Value - If the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest, Responsible Bidder or to bidder who provides goods or services at the best value for the City. In determining the best value for the City, we may consider:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the City's needs;
- the bidder's past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with;
- historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services, and
- any relevant criteria specifically listed in the request for bids or proposals.

Bid advertisement - A public notice put in a newspaper of general circulation, containing information about an Invitation for Bid or a Request for Proposal.

Bid list - A list of vendors who have indicated in writing an interest in submitting bids for particular categories of goods and services. This list is a compilation of recommended vendors from the department, and a database of vendors maintained by Purchasing.

Blanket Purchase Order – A blanket purchase order is an open purchasing agreement between the City and a vendor to provide multiple purchases under a single Purchase Order number when the exact quantities are unknown.

Bonds:

- **Bid Bond** - A bond required of a contractor that ensures that the contractor will enter into the contract for which he has submitted a formal written bid and/or proposal.
- **Payment Bond** - A bond required of the contractor that ensures that all suppliers and subcontractors of the contractor will be paid for work and/or material supplied in the course of the contract.
- **Performance Bond** - A bond required of the contractor that guarantees vendor performance during the execution of the contract.

Capital equipment – Property with a useful life of at least three years and a purchase cost of at least \$5,000.

Check Request – Prescribed stamp for requesting payment to a vendor for ~~purchase of less than \$1,000. For any purchase of over \$1,000, a payment authorization form must be complete. The Department Head and/or their designee must sign this form purchases made.~~

Commodity code - A specific group of goods or services categorized into distinct classes that have been assigned a numerical reference number within the purchasing and inventory system.

Competitive bidding - The process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

Component purchases – Purchases of component parts that in normal purchasing practices would be purchased in one purchase.

Consulting Services - The service of studying or advising the City under a contract that does not involve the traditional relationship ~~of~~between employer and employee.

Contract - An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time, during which purchases are made of the commodity specified.

Contractor - The successful vendor(s) awarded a contract by the City.

Delivery date – The date by which goods or services are needed.

Emergency – Purchases that are made to meet a critical, unforeseen need of the City, where the City's ability to serve the public would be impaired if purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as outlined in *Texas Local Government Code 252.022*.

Encumbrance - The process wherein the City reserves funds for the purchase of supplies, goods, services, and equipment in one budgetary-accounting period, and pays for the purchase in another budgetary-accounting period.

Expedite – When the purchasing process is accelerated through normal procedures in order to prevent work stoppage or loss of government's money.

FOB destination point – Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller.

FOB shipping point – Free on Board (FOB); shipment becomes 'collect' from seller's shipping dock; freight charges may be prepaid and added to the invoice; City pays freight charges; title to goods passes to buyer at the shipping dock of seller; freight claims must be filed and handled by buyer.

Goods - A generic term that includes all types of property to be purchased by the City; equipment, supplies, materials, components and repair parts.

Invitation to Bid – This is a formal written document that requests from bidders a firm price and delivery details for specified merchandise listed on a purchase requisition. An Invitation to Bid is always required when the anticipated level of expenditure will be greater than \$~~30~~60,000, except in the case of an emergency.

Lowest Responsible Bidder – This is the vendor who offers the lowest bid which meets all the specifications, requirements, terms and conditions of the Invitation to Bid. It is expressly understood that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to ~~perform~~fulfill the contract. The term is also used to refer to the experience or safety record of the vendor.

~~**Payment Authorization Form** – Prescribed form for requesting payment to a vendor for purchase/invoice of over than \$1,000. The Department Head and/or their designee must sign this form. The finance Director will sign all forms and the City Manager will sign any form with an amount over \$10,000.~~

Personal Services - Services provided to the City personally by a particular individual. Any contribution of machinery and equipment compared to total cost must be substantially less than the contribution of wages.

Planning Services - Services primarily intended to guide the City to ensure the orderly and coordinated development of land areas.

Professional Services – services as defined by state law: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; professional nursing; or services provided in connection with the professional employment or practice of a person who is licensed or registered as: a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

Purchase - An act that includes the acquisition of goods or services, to include the act of leasing personal or real property. Separate, sequential, and component purchases shall be treated as a single purchase.

Purchasing - The act, function, and responsibility for the acquisition of goods and services.

Purchase order - A formal, binding, legal agreement issued by the City's Purchasing Coordinator. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay for them at the agreed price.

Purchase Requisition Form – Prescribed form filled out by departments at the same time the purchase order is entered into the financial software for approval. This form must be signed by the Department Head and submitted to the Finance Department as backup for the purchase order.

Request for Proposal - A formal written document requesting that potential vendors make an offer for services to the City. The Request for Proposal method of procurement may be used for goods or services including high technology and insurance when it is determined that the proposal process provides the best value to the City. When the RFP is used for the selection of professional services as allowed in the Local Government Code 252.022(a)(4), the City shall comply with Local Government Code 2254.003 in the procurement of these services. The City shall not award a contract for these services based on competitive bids but shall make the selection and award on the basis of demonstrated competence and qualifications for a fair and reasonable price. Fees must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum(s) provided by law.

Request for Qualifications - a formal written document used when soliciting providers of architectural, engineering or land surveying services. The City shall comply with Local Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City shall formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price.

Reverse Auction - Single or multiple-item, open, descending-price auction. The initiator specifies the opening bid price and bid decrement. Each bidder submits a successively lower bid and at the end of the auction, bidders with the lowest bid win. Each winning bidder sells at a price equal to the bid he/she made.

Separate purchases – Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential purchases – Purchases made over a period of time of items that in normal purchasing practices would be purchased in one purchase.

Services - A generic term to include all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

Sole source – Purchases of goods or services that are available from only one supplier. There may be just one vendor because of patents or copyrights, or simply because the vendor is the only one that supplies the good or service. These purchases are exempt from the standard bidding requirement and must qualify as outlined in *Local Government Code 252.022*.

Specifications - Statements containing a detailed description of the terms of the contract, as well as specific details ~~for~~about the goods and/or services. The details or specifications should be descriptive, but not restrictive.

Surplus – Item(s) no longer needed by a department, regardless of its value or condition.

Vendor - A generic term applied to individuals and companies alike, who provide goods and services to the City.

Section 2:- Purchasing Process

A. Delegation of Purchasing Authority

___The City Manager, as authorized by the City Council of the City of Freeport, has delegated to Department Heads and their designees the authority to procure materials and services for the City that are within the guidelines set forth by this procurement policy. ~~Department purchasing authority is limited to a single purchase of less than \$1,000.~~

___A City Contract is always required when an on-site service is to be rendered to the City. Retroactive (after the fact) contracts are not acceptable. Only the City Council, or the City Manager ~~and Finance Director~~ (within his/her purchasing limitations) are vested with the authority to contract for the City of Freeport. ~~—, provided however, the City Attorney first approves in writing.~~

___The Finance Director may approve the purchase of goods or services that have been budgeted and are valued up to \$~~1020~~0,000, without prior approval of the City Council or City Manager.

___The City Manager may approve the purchase of goods or services that have been budgeted and are valued at less than \$~~3060~~0,000 without prior City Council approval, except in the case of an emergency.

___No contract or purchase order will be binding upon the City unless authorized by the ~~City Council, City Manager, or Finance Director~~ dollar threshold approval authority, as applicable, and unless the City Manager and/or Finance Director certifies that there is to the credit of the City office or department a sufficient appropriation and unencumbered balance to pay for the goods and/or services for which the contract or purchase order is to be issued.

In the event of City Manager absence, the Assistant City Manager shall have the same vested authority as the City Manager.

A contract becomes exempt from the aforementioned payment thresholds upon contract award authorized by the governing body.

___The City's purchase of goods and services shall be made according to a requisition from the Department Head whose budget or other approved appropriation source will be charged for the purchase. Any City personnel who authorize or attempt to authorize a purchase order without proper ~~approvals~~ approval will be subject to disciplinary action.

___The Finance Department is designated as the Purchasing Office for the City within certain limitations. The primary responsibility of the Purchasing Office is to procure the best goods and services in a timely manner at the lowest possible cost to the City and to ensure that purchasing is conducted with strict adherence to applicable federal, state and local laws as well as this manual.

___This purpose is accomplished through updating of purchasing data, training/education of personnel and responsiveness to new techniques. The Finance Department will coordinate purchasing activities with the user department. The Finance Director will conduct random internal audits of departmental purchasing.

B. Total Dollar Limits/Approval Requirements

____ The purchasing limits stated herein assume that prior to purchase or request to purchase, the Department Head and/or their designee ~~has~~have verified sufficient funds are available in the budget line item affected. This is verified through the purchase order (encumbrance) process approved by the Finance Department. Purchase orders must be issued before purchase of goods or services.

The following standard approval route applies to All City Departments.

Total Amount of Request*	Type of Form Required	Type of Bid/Quotes Required	Department Head or Designee Approval Required	Finance Director Approval Required	City Manager Approval Required	City Council Approval Required
< \$2,995,000	Check Request Invoice	Not Required	◆			
3 \$5,000 to \$419,999.99	Purchase* Order	3 Quotes	◆	◆	*If not low bid	
\$520,000 to \$2959,999.99	Purchase* Order	3 Written Bids/Quotes	◆	◆	◆	*If not low bid
\$3060,000 and above	Purchase* Order	Sealed Bids	◆	◆	◆	◆

* A Purchase Order is not required for recurring payments on annual contracts, that have already been procured in accordance with this policy, in which the quantities are unknown. Examples include but are not limited to utilities, phone, insurance premiums, fuel, etc. These payments should be paid following verification of quantity and contract compliance. If applicable, a Blanket Purchase Order may be set up for these vendors. A Purchase Order is required for recurring payments on annual contracts in which the exact amount is known (ex. janitorial services).

C. Purchases of Less Than ~~\$35,000~~ (Department Head)

____ Purchases of less than ~~\$35,000~~ do not require competitive bidding. Department Heads or their approved designees may, without prior approval of the Finance Director or City Manager make purchases of less than ~~\$35,000~~.

____ Department Head shall authorize an invoice for payment ~~and forward a check request to the Finance Department~~ after goods or services are received.

D. Purchases of ~~\$35,000~~ to ~~\$419,999.99~~ (Finance Director)

____ Purchases ~~between the amounts~~ of ~~\$35,000~~ and ~~\$419,999.99~~ will require a purchase order form with at least three verbal quotes. The requesting department shall solicit at least one quotation from a competent vendor. Telephone, fax, and e-mail quotations are acceptable.

E. Purchases of ~~\$520,000~~ to ~~less than \$30,000~~ ~~\$59,999.99~~ (City Manager)

____ Purchases of ~~\$520,000~~ to ~~less than \$30,000~~ ~~\$59,999.99~~ will require a purchase order form with at least three quotes, unless ~~and an~~ interlocal contract or cooperative purchasing is utilized. The Department Head must contact at least two (2) Historically Underutilized Businesses (HUB) on a rotating basis based on information provided by the comptroller pursuant to Chapter 2161, Government Code, unless the list fails to identify a HUB that provides similar goods or services in

Brazoria County, as authorized by the *Texas Local Government Code, Chapter 252.0215*. If the Department Head proposes to award the contract to a person or entity other than the apparent lowest quote, the Department Head shall obtain the prior written approval of the City Manager.

~~If a purchase is \$3,000 or greater, the Department Head must submit approval prior to purchase in the form of a purchase requisition/purchase order to the Finance Department. Department Heads or their approved designees may authorize the invoice for payment once the City receives the items.~~

F. Purchases of ~~\$3050~~ \$3060,000 or More (City Council)

City Council shall approve in advance all expenditures for \$3060,000 or more—, ~~except for services and services previously approved by City Council (i.e. utilities, grant expenditures, contract expenditures for previously awarded contracts, and all other exceptions as provided in the General Exemptions Section 252.022 of the Texas Local Government Code.)~~

Except as provided in the *General Exemptions Section 252.022 of the Texas Local Government Code*, the City must issue a competitive sealed bid or competitive sealed proposal as authorized by *Texas Local Government Code Chapter 252* and award the bid to the lowest responsible bidder.

The user department shall be responsible for the preparation of specifications for any formal bids for goods, services, or contractual needs. Formal bids shall include legal advertising, invitations to bids, pre-bid conferences (as necessary), documented bid openings and official bid tabulations. ~~All bids must be awarded by City Council. The goods and/or services may be acquired by the issuance of a purchase order or execution of a contract.~~

Bid notices shall indicate when and where bids will be opened; be published in the official newspaper of the City once a week for two consecutive weeks beginning at least fourteen days before the bid opening; shall be published in a form approved by the City Secretary.

All bids must be awarded by City Council. The goods and/or services may be acquired by the issuance of a purchase order or execution of a contract.

G. ~~Purchase Order Cancellation~~

At fiscal year-end or shortly before, the Finance Director and/or their designee will perform a review of any outstanding purchase orders. He/She will consult with the appropriate Department Head on the validity of the purchase order.

If the purchase order is still needed, it will remain open for the following year.

If the purchase order is no longer needed, the Finance Director holds the sole authority to close a purchase order. Any purchase order closure will be promptly communicated to the City Manager and the Department Head to ensure transparency in record-keeping.

At any other time throughout the year, if a purchase order is deemed to be no longer necessary, the Department Head may request a purchase order closure by communicating with the Finance Director.

G-H. General Purchasing Provisions**General Rules Applicable to All Contracts**

- a. Each Department Head is responsible for:
 - Coordinating with the Finance Department to establish and maintain a list of vendors
 - Establishing clear, nonrestrictive bid specifications
 - Receiving and inspecting all deliveries to ensure that the goods and/or services comply with the bid or proposal specifications.
- b. The City Secretary is responsible for maintaining bids or proposals and related information according to the City's Records Management Program. Unless otherwise specified by state law, records related to bids or proposals (including purchase orders, invitations to bid, and bid tally sheets) are public records.
- c. The Department Head shall charge a purchase to the appropriate account number regardless ~~if of whether~~ the account contains available budgeted funds. Overrun line items shall require a budget line-item transfer from another departmental line item. If no budget line-item contains the funding to cover the overrun needed, a formal budget amendment— approved by City Council is required.

H-I. Prompt Payment Act

 Texas Government Code, Chapter 2251, commonly known as the Texas Prompt Payment Act, generally requires that the City pay bills not later than thirty (30) days after the goods and services are received, or the date the invoice is received, whichever is later. Each Department Head shall submit to the Finance Department any bill or invoice within ~~15~~three (3) calendar days of receipt.

I-J. Consideration of The Location of a Bidder's Principal Place of Business*Texas Local Government Code 271.905*

 In purchasing under this title any real or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government area and whose bid is within 3% of the lowest bid price received by the local government from a bidder who is not a resident of the local government area, the local government may enter into a contract with:

 the lowest bidder; or the bidder whose principal place of business is in the local government area if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government area created by the contract award, including the employment of residents of the local government area and increased tax revenues to the local government. This does not prohibit at the Council from rejecting all bids.

*Texas Local Government Code 271.905***J-K. Preference for Recycled Products**

 The City encourages the use of recycled products and products that may be recycled or reused. The City will give preference to products made of recycled materials if the products meet applicable specifications as to quantity and quality. *Texas Health and Safety Code 361.426*

The Finance Director may review procurements for the purchase of goods, supplies, equipment, and materials to:

- Eliminate procedures and specifications that explicitly discriminate against products made of recycled materials
- Encourage the use of products made of recycled materials
- Ensure to the most economically feasible extent that the City purchases products that may be recycled when they have served their intended use

K.L. Municipal Contracts

Annual Contracts - The City may use an annual fixed price contract to obtain required goods or services from a chosen vendor for a specified time period. These contracts eliminate the necessity of bidding commodities each time they are needed. Annual contracts ~~in~~on which the quantities are pre-determined require a purchase order. [Texas Local Government Code Chapter 271](#)

Contracts Requiring Issuance of Debt, Certificates of Obligation or Lease-Purchase Agreements

- If the City Manager, or a Department Head intends to finance a contract for goods or services through issuance of bonds, debt, certificates of obligation (CO), certificates of participation, tax anticipation notes, lease-purchase agreements, or any other means, then the City Manager or Department Head must, before soliciting bids, receive approval from the City Attorney and City Council for such financial arrangements. [Texas Local Government Code Chapter 271](#)

Change Orders – If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders. [Texas Local Government Code Chapter 252.048](#)

~~[Texas Local Government Code Chapter 271](#)~~

L.M. Procedures for Federal Grants

Procurement Cycle Steps

- ~~— Need Defined — The City of Freeport, TX submits request and specifications. Purchaser reviews request and specifications for unnecessary or duplicative items in accordance with 2 CFR 200.318 (d).~~
- ~~— Procurement Method Selected — Based on type and estimated cost of good/service as well as purchasing authority, purchaser determines the procurement method that will result in a best value acquisition for the City of Freeport.~~
- ~~— Solicitation — City of Freeport creates the appropriate solicitation document, with terms and conditions and evaluation criteria clearly defined, and notifies vendor sources for an informal or formal bid process.~~
- ~~— Receipt of Bids and Responses to Solicitation — Vendors submit their response to the solicitation.~~
 - ~~– Evaluation and Awards — The City of Freeport review the responses from vendors, determine~~has adopted a *Grants Management Policy* to set forth all procedures for Federal and State grant compliance with the solicitation and make an award recommendation based on the pre-defined best value criteria.

The City of Freeport follows the procurement standards in 2 CFR 200.317—2CFR 200.327 and Appendix II to Part 200 for procurement actions to be funded with Federal funds. All attempts are made to adhere to these policies and procedures and updates are made as needed. The entirety of the language found in 2 CFR 200.317—2 CFR 200.327 may not be applicable in all instances, programs, and/or situations. This document contains the most current 2 CFR 200.317—2 CFR 200.327 language available at the adoption of these policies and procedures.

~~§200.317—Procurements by states.~~

~~When procuring property and services under a Federal award, a State must follow the same policies and procedures it uses for procurements from its non-Federal funds. The State will comply with §§200.321, 200.322, and 200.323 and ensure that every purchase order or other contract includes any clauses required by §200.327. All other non-Federal entities, including subrecipients of a State, must follow the procurement standards in §§200.318 through 200.327.~~

~~§200.318—General procurement standards.~~

~~(a) The non-Federal entity must have and use documented procurement procedures, consistent with State, local, and tribal laws and regulations and the standards of this section, for the acquisition of property or services required under a Federal award or subaward. The non-Federal entity's documented procurement procedures must conform to the procurement standards identified in §§200.317 through 200.327.~~

~~(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.~~

~~(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.~~

~~(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a State, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.~~

~~(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a more economical~~

purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

~~(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services. Competition requirements will be met with documented procurement actions using strategic sourcing, shared services, and other similar procurement arrangements.~~

~~(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.~~

~~(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.~~

~~(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.214.~~

~~(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.~~

~~(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:~~

~~(i) The actual cost of materials; and~~

~~(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.~~

~~(2) Since this formula generates an open-ended contract price, a time and materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.~~

~~(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that~~

~~of the non-Federal entity unless the matter is primarily a Federal concern. Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.~~

~~{85 FR 49543, Aug. 13, 2020, as amended at 86 FR 10440, Feb. 22, 2021}~~

~~§200.319—Competition.~~

~~(a) All procurement transactions for the acquisition of property or services required under a Federal award must be conducted in a manner providing full and open competition consistent with the standards of this section and §200.320.~~

~~(b) In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:~~

~~(1) Placing unreasonable requirements on firms in order for them to qualify to do business;~~

~~(2) Requiring unnecessary experience and excessive bonding;~~

~~(3) Noncompetitive pricing practices between firms or between affiliated companies;~~

~~(4) Noncompetitive contracts to consultants that are on retainer contracts;~~

~~(5) Organizational conflicts of interest;~~

~~(6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and~~

~~(7) Any arbitrary action in the procurement process.~~

~~(c) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.~~

~~(d) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:~~

~~(1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent”~~

~~description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and~~

~~(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.~~

~~(e) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.~~

~~(f) Noncompetitive procurements can only be awarded in accordance with §200.320(c).~~

~~§200.320 Methods of procurement to be followed.~~

~~The non-Federal entity must have and use documented procurement procedures, consistent with the standards of this section and §§200.317, 200.318, and 200.319 for any of the following methods of procurement used for the acquisition of property or services required under a Federal award or sub-award.~~

~~(a) *Informal procurement methods.* When the value of the procurement for property or services under a Federal award does not exceed the *simplified acquisition threshold (SAT)*, as defined in §200.1, or a lower threshold established by a non-Federal entity, formal procurement methods are not required. The non-Federal entity may use informal procurement methods to expedite the completion of its transactions and minimize the associated administrative burden and cost. The informal methods used for procurement of property or services at or below the SAT include:~~

~~(1) *Micro purchases*—(i) *Distribution.* The acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (See the definition of *micro-purchase* in §200.1). To the maximum extent practicable, the non-Federal entity should distribute micro-purchases equitably among qualified suppliers.~~

~~(ii) *Micro purchase awards.* Micro purchases may be awarded without soliciting competitive price or rate quotations if the non-Federal entity considers the price to be reasonable based on research, experience, purchase history or other information and documents it files accordingly. Purchase cards can be used for micro-purchases if procedures are documented and approved by the non-Federal entity.~~

~~(iii) *Micro purchase thresholds.* The non-Federal entity is responsible for determining and documenting an appropriate micro-purchase threshold based on internal controls, an evaluation of risk, and its documented procurement procedures. The micro-purchase threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations. Non-Federal entities may establish a threshold higher than the Federal threshold established in the Federal Acquisition Regulations (FAR) in accordance with paragraphs (a)(1)(iv) and (v) of this section.~~

~~(iv) *Non-Federal entity increase to the micro-purchase threshold up to \$50,000.* Non-Federal entities may establish a threshold higher than the micro-purchase threshold identified in the FAR in accordance with the requirements of this section. The non-Federal entity may self-certify a threshold up to \$50,000 on an annual basis and must maintain documentation to be made available to the Federal awarding agency~~

and auditors in accordance with §200.334. The self-certification must include a justification, clear identification of the threshold, and supporting documentation of any of the following:

(A) A qualification as a low-risk auditee, in accordance with the criteria in §200.520 for the most recent audit;

(B) An annual internal institutional risk assessment to identify, mitigate, and manage financial risks; or,

(C) For public institutions, a higher threshold consistent with State law.

~~(v) Non-Federal entity increase to the micro-purchase threshold over \$50,000. Micro-purchase thresholds higher than \$50,000 must be approved by the cognizant agency for indirect costs. The non-Federal entity must submit a request with the requirements included in paragraph (a)(1)(iv) of this section. The increased threshold is valid until there is a change in status in which the justification was approved.~~

~~(2) Small purchases—(i) Small purchase procedures. The acquisition of property or services, the aggregate dollar amount of which is higher than the micro-purchase threshold but does not exceed the simplified acquisition threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources as determined appropriate by the non-Federal entity.~~

~~(ii) Simplified acquisition thresholds. The non-Federal entity is responsible for determining an appropriate simplified acquisition threshold based on internal controls, an evaluation of risk and its documented procurement procedures which must not exceed the threshold established in the FAR. When applicable, a lower simplified acquisition threshold used by the non-Federal entity must be authorized or not prohibited under State, local, or tribal laws or regulations.~~

~~(b) Formal procurement methods. When the value of the procurement for property or services under a Federal financial assistance award exceeds the SAT, or a lower threshold established by a non-Federal entity, formal procurement methods are required. Formal procurement methods require following documented procedures. Formal procurement methods also require public advertising unless a non-competitive procurement can be used in accordance with §200.319 or paragraph (c) of this section. The following formal methods of procurement are used for procurement of property or services above the simplified acquisition threshold or a value below the simplified acquisition threshold the non-Federal entity determines to be appropriate:~~

~~(1) Sealed bids. A procurement method in which bids are publicly solicited and a firm fixed-price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bids method is the preferred method for procuring construction, if the conditions:~~

~~(i) In order for sealed bidding to be feasible, the following conditions should be present:~~

~~(A) A complete, adequate, and realistic specification or purchase description is available;~~

~~(B) Two or more responsible bidders are willing and able to compete effectively for the business; and~~

~~(C) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.~~

~~(ii) If sealed bids are used, the following requirements apply:~~

~~(A) Bids must be solicited from an adequate number of qualified sources, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;~~

~~(B) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;~~

~~(C) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;~~

~~(D) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and~~

~~(E) Any or all bids may be rejected if there is a sound documented reason.~~

~~(2) *Proposals.* A procurement method in which either a fixed price or cost reimbursement type contract is awarded. Proposals are generally used when conditions are not appropriate for the use of sealed bids. They are awarded in accordance with the following requirements:~~

~~(i) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Proposals must be solicited from an adequate number of qualified offerors. Any response to publicized requests for proposals must be considered to the maximum extent practical;~~

~~(ii) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and making selections;~~

~~(iii) Contracts must be awarded to the responsible offeror whose proposal is most advantageous to the non-Federal entity, with price and other factors considered; and~~

~~(iv) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby offeror's qualifications are evaluated and the most qualified offeror is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms that are a potential source to perform the proposed effort.~~

~~(c) *Noncompetitive procurement.* There are specific circumstances in which noncompetitive procurement can be used. Noncompetitive procurement can only be awarded if one or more of the following circumstances apply:~~

~~(1) The acquisition of property or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (see paragraph (a)(1) of this section);~~

~~(2) The item is available only from a single source;~~

~~(3) The public exigency or emergency for the requirement will not permit a delay resulting from publicizing a competitive solicitation;~~

~~(4) The Federal awarding agency or pass through entity expressly authorizes a noncompetitive procurement in response to a written request from the non-Federal entity; or~~

~~(5) After solicitation of a number of sources, competition is determined inadequate.~~

~~§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.~~

~~(a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.~~

~~(b) Affirmative steps must include:~~

~~(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;~~

~~(2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;~~

~~(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;~~

~~(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;~~

~~(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and~~

~~(6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (b)(1) through (5) of this section.~~

~~§200.322 Domestic preferences for procurements.~~

~~(a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award.~~

~~(b) For purposes of this section:~~

~~(1) “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.~~

~~(2) “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.~~

~~§200.323—Procurement of recovered materials.~~

~~A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.~~

~~§200.324 Contract cost and price.~~

~~(a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.~~

~~(b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.~~

~~(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under subpart E of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.~~

~~(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.~~

~~§200.325 Federal awarding agency or pass-through entity review.~~

~~(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.~~

~~(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:~~

~~(1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;~~

~~(2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;~~

~~(3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a "brand name" product;~~

~~(4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or~~

~~(5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.~~

~~(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.~~

~~(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high dollar funding, and third-party contracts are awarded on a regular basis;~~

~~(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.~~

~~§200.326—Bonding requirements.~~

~~For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:~~

~~(a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.~~

~~(b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's requirements under such contract.~~

~~(c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.~~

~~§200.327 Contract provisions.~~

~~The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to this part.~~

M.N. Construction Projects

If the contract is for the construction of public works, the following is required for bidding:

- a. Prepare plans and specifications in conjunction with bidding and contract documents:
 - The proposed specifications shall include workers' compensation requirements. *Texas Labor Code 406.096*
 - If the proposed project includes excavation work, then the proposed specifications shall include excavation requirements and pay items. *Texas Health and Safety Code 756.023*
 - The proposed specifications shall include bonding requirements. *Texas Local Government Code Chapter 252.044; also, Texas Government Code Chapter 2253*
 - The proposed specifications shall include prevailing wage rate schedules. *Texas Government Code Chapter 2258*
- b. Sealed plans and specifications.
- c. Line items with estimated quantities and price estimate.

Texas Local Government Code Chapter 252.044; also, Texas Government Code Chapter 2253

Section 3:- Exemptions to Competitive Bidding

Chapter 252.022 of the State of Texas Local Government Code allows certain exemptions to the Competitive Bids process. **The following are the exemptions allowed:**

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the ~~necessity~~needs of the municipality's residents or to preserve the property of the municipality;
2. ~~A procurement~~Procurement necessary to preserve or protect the public health or safety of the municipality's residents;
3. ~~A procurement~~Procurement is necessary because of unforeseen damage to public machinery, equipment, or other property;
4. ~~A procurement~~Procurement for personal, professional or planning services;
5. ~~A procurement~~Procurement for work that is performed and paid for by the day as the work progresses;
6. ~~A purchase~~Purchasing of land or a right-of-way;
7. A procurement of items that are available from only one source, including:
 - a. items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
 - b. films, manuscripts, or books;
 - c. gas, water, and other utility services;
 - d. captive replacement parts or components for equipment;
 - e. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
 - f. management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
8. A purchase of rare book, papers, and other library materials for a public library;
9. Paving drainage, street widening, and other public improvements, or related matters if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
10. A public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
11. ~~A payment~~Payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
12. Personal property sold:
 - a. at an auction by a state licensed auctioneer;

- b. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - c. by a political subdivision of this state, a state agency of this state, or an entity of the federal government;
 - d. under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;
13. Services performed by blind or severely disable person;
14. Goods purchased by a municipality for subsequent retail sale by the municipality;
15. Electricity; or
16. Advertising, other than legal notices.

A. High Technology Procurement

___ High technology procurement means the procurement of equipment, goods, or services of a highly technical nature including:

- a. data processing equipment and software and firmware used in conjunction with data processing equipment;
- b. telecommunications equipment and radio and microwave systems;
- c. electronic distributed control systems, including building energy management systems; and
- d. technical services related to those items.

___ The City may utilize a request for proposals to procure high technology products and services. Requests for proposals are similar to competitive bids.

___ Prior to utilizing a request for proposal, ~~athe~~ Departmental Director must receive approval from the City Manager. The Department shall write specifications using performance standards rather than a written description of the ~~good~~goods or service. The specifications shall also list the factors by which the City will judge the proposal, and the weight assigned to each factor.

1. Vendors must submit proposals of their own design for a system to satisfy the requirement set forth in the proposal. Proposals may incorporate entirely different hardware or services to accomplish the same performance.
2. After the City receives the proposals, the Department Head may enter into negotiations with as many vendors as have submitted feasible proposals to arrive at the best possible proposal.

Texas Local Government Code 252.001(4); 252.021(c)

B. Emergency Services

___ An emergency is an unforeseen situation that adversely and unduly affects the life, health, or convenience of the citizens of the City, or ~~a circumstance~~circumstances that would cause a loss to the City (such as an inordinate amount of down time).

Texas Local Government Code 252.022 (1), (2) & (3)

___ In an emergency, the Department Head may proceed with an emergency acquisition. If the cost is \$3,000 or more, the Department Head shall send a ~~confirming~~confirmation requisition (including a brief explanation of the purchase) and invoices to the Finance Department and City Manager as soon

as possible. The Finance Department will then assign a purchase order number and advise the user department to forward that number to the appropriate vendor.

C. Professional Services

___ Professional services mean services within the scope of the practice, as defined by state law, of accounting, architecture, land surveying, medicine, optometry, professional engineering, or real estate appraisers.

___ The City may not select a provider of professional services or a group or association of providers or award a contract for services based on competitive bids submitted for a contract or services, but shall make the selection and award:

- a. based on demonstrated competence and qualifications to perform the services; and
- b. a fair and reasonable price.

Professional contract fees:

- a. must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
- b. may not exceed any maximum provided by law.

Texas Government Code §2254.002, §2254.003

___ The City shall first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications and negotiate with that contract provider a fair and reasonable price.

___ If the City cannot negotiate a satisfactory contract with the most highly qualified provider, then the City shall formally end negotiations with that provider, select the next most highly qualified provider and ~~to~~ negotiate a contract at a fair and reasonable price.

___ The City will continue contract selection and negotiations with providers until the City enters into a contract. The City Manager and/or the appropriate Department Head will execute contracts for the City.

D. Work That Is Performed and Paid for By the Day as The Work Progresses

___ If the City hires a contractor for a project on a daily basis and pays for work daily as the work progresses, the procurement of services is exempt from competitive bidding requirements.

E. Purchase of Rare Books, Papers, And Other Library Materials for A Public Library

___ Competitive bidding provisions do not apply to the purchase of rare books, however, books available from more than one ~~jobber or~~ source must be purchased using the regular purchasing process.

F. Developer Participation Contracts

___ The City Council must approve Developer Participation Contracts over \$~~35~~,000 in advance. *Texas Local Government Code 212.071*

G. Interlocal Contracts and Cooperative Purchasing

___ The City Council must approve interlocal contracts or agreements with other political subdivisions of this state, a state agency of this state or an entity of the federal government administered by a regional planning commission.

___ The Department Heads will prepare appropriate documentation for purchase orders as needed or required by a particular COOP. The department will receive related paperwork supporting the purchase. The authorization for payment shall include the appropriate signatures and include contract numbers.

___ The City of Freeport may satisfy the competitive bid requirement of state law by purchasing goods and services through any of the following, including but not limited to:

- a. The Texas Building and Procurement Commission
- b. The Houston-Galveston Area Council Cooperative Purchasing Program (H-GAC Buy)
- c. The Texas Local Government Purchasing Cooperative (BuyBoard)
- d. The National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "OMNIA Partners, Public Sector")
- e. An interlocal agreement with another governmental entity that has complied with state law purchasing requirements
- f. Texas Procurement Center
- g. Any other agency or entity that state law provides will satisfy the competitive bid requirements

Texas Local Government Code Chapter 271; also, Texas Government Code Chapter 791

H. Media Advertising

___ A purchase order or quotation form is not required for advertising in the City Official Public Newspaper. The invoice shall be authorized for payment by the Department Head and forwarded to the Finance Department. *Texas Government Code 2051.041*

Section 4:- Credit Card/Procurement Card Purchases

___ The Procurement Card (hereinafter “P-Card”) is a purchasing tool which offers an alternative to the traditional purchase order process. Additionally, the timelines established by this policy allow the City to take full advantage of the cash rebate incentive offered by the issuing financial institution on P-Card purchases.

___ The City of Freeport established the P-Card Program as part of an effort to extend trust downward into the organization and to increase operational efficiency. As such, employees have a responsibility to adhere to this policy. Having a City of Freeport P-Card is a privilege, not a right.

___ The P-Card is issued to individual employees only. No other person is permitted to use another employee’s P-Card. As a Cardholder, the employee is responsible for the appropriate use of City funds and is responsible for all charges made with the card. Although the P-Card is issued to the employee, it remains City property and may be rescinded at any time.

___ Personal charges shall not be made on the card. Improper use of the card may be considered misappropriation of City funds, which may result in disciplinary action, up to and including termination and criminal prosecution.

___ Cardholders must comply with internal control procedures in order to protect the City’s assets. These procedures include, but are not limited to keeping itemized receipts, reconciling transactions, reviewing monthly statements and following proper security measures. A Cardholder must surrender his/her card upon termination of employment. All purchasing policies and procedures must be followed when using the P-Card.

___ It is the expectation of the City that departments seek information from multiple vendors to ensure that the best value and price are obtained for all P-Card purchases. The following procedures outline appropriate P-Card use.

A. Program Administration

~~1.~~ ___ The Finance Department is responsible for the day-to-day management of the P-Card program ~~and deemed the Program Administrator.~~

~~2.~~ ___ The designated Program Administrator acts as the City’s point of control for the P-Card program, monitors all usage of the P-Card, and is the point of contact for any Cardholder questions or problems.

~~3.~~ ___ The Program Administrator has the authority, with the approval of the Finance Director, to cancel or suspend a P-Card for any employee at any time for reasons as stated in this policy.

B. P-Card Issuance & Transaction / Monthly Limits

~~1.~~ When P-Cards are requested for new users, the Department Head will be able to designate an "Administrative Designee." This employee is responsible for managing the reconciliation of the Cardholder's P-Card (e.g. an Executive Assistant).

~~2.~~ Cardholder standard expenditure limits are as follows:

Cardholder Class	Per/Single Transaction	Per Month
Individuals	\$999.99	\$10,000
City Manager	\$2,999.99	\$10,000
Finance Department	\$15,000*	\$100,000*

* To be used for payment of bills only per authorization by the ~~Finance Director~~City Manager

~~3.~~ Department Heads may request lower limits. Higher limits or a different Cardholder Class may be requested to accommodate the employee's job function and may be considered with documentation to justify the request or change. The request must be approved by the Department Head, Finance Director and City Manager. (Note: Request for a one-time increase in single or monthly transaction limits may be made by the P-Card holder and approved by Finance. It is the Cardholder's responsibility to inform their Department Head of the increase.)

C. Department P-Cards

Department P-Cards may be issued in the name of an individual department. These cards shall be the responsibility of the department head ~~he~~The Department Cards must be requested in the same manner as a standard P-Card and released for use only after Purchasing receives notice from the City Manager allowing the use of the card.

D. Finance Department P-Card

A P-Card will be issued and signed out to an individual within Finance for payment of certain invoices that the city receives during the course of business with the sole purpose of receiving additional cash rebate incentives from the P-Card program.

The individual to which the P-Card is signed out will be the custodian of the P-Card and will have the sole responsibility within Finance for maintaining the P-Card and adhering to the requirements of this Policy during the custodial time period.

E. P-Card Usage Guidelines**1. P-Card Basics**

- a. If the monthly limit is reached, Cardholders must utilize the traditional purchase order process, or the Cardholder may request (by email with a copy to the Cardholder's supervisor) a temporary increase in the monthly transaction limits from the Program Administrator. If Cardholder is at the place of business and needs to increase the single transaction limits on their P-Card, they must call the designated P-Card Administrator and make the request. Any requests granted will only be ~~donemade~~ if they fall within the standard allowable limits as set forth in this policy. An email will be ~~generated~~sent to the Cardholder and appropriate Supervisor confirming the telephone conversation and the action taken.
- b. The Cardholder shall not use the P-Card to circumvent any other established City policy, (i.e. splitting a \$3,000.00 transaction to two transactions of \$1,500~~+~~).
- c. The Cardholder is responsible for all charges made with the P-Card.
- d. Cardholders must comply with internal control procedures in order to protect the City's assets. These procedures include, but are not limited to keeping itemized receipts, reconciling transactions, reviewing monthly statements and following proper security measures.
- e. The employee is to use the P-Card only for the types of purchases described in this policy and failure to do so may result in disciplinary action up to and including termination and/or criminal prosecution.
- f. P-Card limits may also be raised in the event of an emergency at the sole discretion of the ~~City Manager~~Program Administrator.

2. Acceptable Purchases on P-Card (Examples – but not limited to)

- a. Subscriptions and books
- b. Seminars, training, membership dues, registration
- c. Catering and delivery services
- d. Off-site Required maintenance/repairs for which no contract required
- e. On-site maintenance/repairs under \$500 total cost for which no contract required
- f. Over-the-counter retail purchases
- g. Travel related purchases (Note: When traveling, food is best paid by per diem.)
- h. Computer peripherals (through IT only)
- i. Software under \$500.00 (no license agreements) (through IT only)
- j. Business~~-~~related meals with documentation of meeting subject and attendees
- k. Fuel (for City vehicles only when traveling outside City or motorcycle officers)
- l. Rentals (on case~~-~~by~~-~~case basis and only with approval of Finance Director)

+

3. Prohibited P-Card Uses (Examples – but not limited to)

Purchases of restricted items listed below and purchases of \$3,000 or more must continue to be processed in accordance with established purchasing guidelines.

The procurement P-Card is NOT to be used for the following:

- a. Purchase of capital equipment
- b. Purchase utilizing Grant funds
- c. Capital projects
- d. Onsite contractual services over \$500 (contract / PO needed)
- e. Alcoholic beverages (except where otherwise permitted by policy)
- f. Cash advances/travelers checks/gift cards
- g. Separate, sequential, and component purchases or any transaction made with intent to circumvent City Purchasing Policy
- h. Spouse/Family expenses incurred while traveling
- i. Purchases made with vendors not located in the U.S. (except where previously approved)
- j. Items for personal use
- k. Fines of any kind
- l. Maintenance agreements

4. Proof of Purchase - Documentation

- a. Adequate documentation, including original itemized receipts, must be maintained to record the transaction and support the legitimate business purpose of all transactions made with the P-Card.
- b. Original documentation must be retained by Cardholder until attached to the Monthly Statement showing the Cardholder purchases.

5. Sales Tax

- a. The City is tax exempt. Cardholders are responsible for ensuring the merchant does not include sales tax in the transaction.
- b. ***The Exception is tax paid to most restaurants, hotels, airlines, and other travel related merchants. Cities are not exempt from hotel tax and certain other federal and state taxes that are not the standard sales tax. (Note: When traveling, food is best paid ~~by~~with per diem and no receipt is needed.)***
- c. If tax is included, the Cardholder will immediately be responsible for ensuring that the merchant or the cardholder reimburses the tax amount to the City.
- d. Cardholders will be provided with a copy of the City's tax exemption certificate upon request.

✎

F. Monthly Reconciliation Process

1. Purchasing will notify Cardholders and make available monthly account statements available.
2. Reconciled statements are due back to Purchasing within five (5) business days from the receipt of the statement notification email.
3. To complete the reconciliation process, the following steps must be completed:
 - a. Itemized receipts (generally including purchase date, vendor name, item description, quantity, unit price, and total charge), with the account number and purpose of the purchase written on the sheet to which they are attached, are to be attached in the same order as the listed transactions appear on the monthly statement.
 - b. For meals, per the IRS and the City's auditor, all meals between employees or with staff for any reason must document the names of all attendees. See specific requirements and examples below:
 - Business Meals between Staff – Required Information: Names of staff attending, purpose of meeting, where, when.
 - Training with Staff – Required Information: Names of all attending the training, purpose of the training, where and when the training was held.
 - Meetings and Business Meals – Required Information: Names of all staff attending, names of any other person(s) in attendance, purpose of meeting or business meal, where and when.

Exceptions:

- Meetings with Staff, Consultant and External Committee Members or any combination of this: Name of all staff present, name of any/all consultants, engineers, architects, etc., present, name of the committee only (if applicable, e.g. EDC Board, Planning & Zoning Committee, etc.), and the agenda stating the purpose of the meeting.
 - Meals Provided for "Events" require just the explanation of the "event", when and where and a brief description of who was present (e.g. food for Police promotional ceremony).
- c. For credits, a print screen will be accepted as backup documentation, but receipts are best, if available. Credits must be explained and charged back to original account.
 - d. For "In and Out" transactions (i.e. transactions made in error and credited back within the same day), print screens will be accepted as backup documentation but receipts are best, if available. Such transactions must be explained, charged and credited to the same account and approved electronically.
 - e. For sales tax, charges must be either refunded by credit to the P-Card or reimbursed to the City – proof of reimbursement to the City must be attached to the P-Card statement.
 - f. For tips in excess of 20%, charges must be refunded to the City and proof of reimbursement to the City must be attached to the P-Card statement.

- g. For missing receipts, the Cardholder must attach to the P-Card statement a written memo signed by the Cardholder's Supervisor explaining the purchase transaction and listing the amount.
- 4. The Cardholder and the Cardholder's Supervisor (or above) must sign each statement, with a legible printed name written below the signature.
- 5. Signing the Cardholder's statement is ~~verifying~~verification that all transactions listed were made in compliance with this and all other city policies.
- 6. Failure to provide Purchasing with proper documentation and timely reconciliation will be considered an administrative violation of the Policy and subject to P-Card suspension and/or revocation.

G. Receipt of Goods & Payment / Dispute of Charges

1. Receipt of Goods & Services/Returning Item(s)

- a. The Cardholder is responsible for ensuring receipt of goods and services and for any follow up with the vendor to resolve any delivery problems, discrepancies or damaged goods.
- b. Returning Item(s): Items should be returned directly to the vendor by whichever means the vendor requires. The Cardholder is responsible for verifying proper credit is posted for any returned items. Cash refunds are not allowed.

2. Payment

- a. The City is fully responsible for P-Card payment and liability. The P-Card will not, in any way, affect the employee's personal credit.

3. Unauthorized Purchases and Fraudulent Charges

- a. All unauthorized purchases must be resolved in an appropriate method, so the City does not bear the cost of the purchase. Such purchases will be handled and resolved in accordance with the following procedure:
 - i. ~~Cardholder~~Cardholders will return the unauthorized item to the merchant for credit on the P-Card account and submit the itemized credit receipt as part of a monthly statement remittance.
 - ii. If the item cannot be returned, the Cardholder will be required to submit payment for the full amount of the purchase.
 - iii. In addition, an unauthorized purchase may subject the Cardholder to lower P-Card limits, disciplinary action, and/or revocation of P-Card privileges.
 - iv. Any fraudulent charges should be reported immediately. The P-Card will be cancelled by the issuing bank, and a new card will be issued. The cardholder will not have access to P-Card privileges until a new card has been received.

4. Discrepancies and Dispute Procedures

- a. The Cardholder is responsible for correcting any erroneous charges, disputed items, or returns. Disputed charges can result from failure to receive goods or services, fraud or misuse, altered charges, defective merchandise, incorrect amounts, duplicate charges, credits not processed, sales tax charged, etc.

- b. The Cardholder's first step in resolving an erroneous charge is to contact the vendor. (Note: By law, vendors are not permitted to bill a P-Card for purchases until the items have been shipped. Hotels may bill for first night.)

H. Cancellation & Renewal Of P-Cards

1. Lost or Stolen P-Cards

- a. It is the responsibility of the Cardholder to immediately report a lost or stolen P-Card.

2. Termination, Resignation or Re-assignment

- a. Upon notice of termination or resignation, it is the responsibility of the Supervisor and Human Resources to notify Finance immediately. In addition, the supervisor must retrieve the P-Card at such time and return to Finance.
 - i. The Cardholder is responsible for submitting all receipts to the Supervisor.
 - ii. The Cardholder's P-Card will be disabled on the date of resignation or notification of retirement, not the last day of employment.
 - iii. The Supervisor or designee is responsible for submitting the monthly statement with all receipts on time.
- b. Upon notice of staff re-assignment within the City, it is the responsibility of the Supervisor and Human Resources to notify Finance immediately. Finance will review specific P-Card requirements for that person and after discussion with the new supervisor, the P-Card may be cancelled, suspended, limits changed to reflect new responsibilities or MCC codes adjusted.

3. Renewal of Existing P-Cards

- a. Approximately 30 days prior to the expiration date of the card, the bank will automatically send a new card to Finance. Finance will notify Cardholders when the cards are ready to be picked up. Cardholders must turn in their old card to Purchasing in order to receive their new card. New cards must be picked up in person by the Cardholder.

I. Accountability

The cardholders and their appropriate supervisors are responsible for ensuring that this policy and procedure is adhered to. The Finance Department is responsible for monitoring and enforcement.

As a public entity, the City is expected to be able to demonstrate to the public that it has spent tax dollars wisely. All participants in the P-Card program are responsible for ensuring purchases made with the card will withstand the scrutiny of the press, public and internal audits. Therefore, Finance may conduct audits of all P-Card statements and review for the following:

1. Personal Misuse:

- a. Personal misuse includes the following:
 - i. Purchases of prohibited items
 - ii. Assignment, transfer, or "loaning" of an individual card to an unauthorized person,
 - iii. Use of a P-Card by a suspended or terminated employee, and
- b. When personal misuse is suspected, the Cardholder will immediately be notified by email their supervisor and Department Head will be copied.

- c. If Finance does not receive a response with one (1) business day, the card will be suspended and changed to reflect a zero-transaction limit and an email sent to the Cardholder, their supervisor, and Department Head.
- d. Based on the severity of the misuse, disciplinary measures – to be decided by the Department Head and City Manager – may include personnel action up to and including termination and legal action.

2. Administrative Infractions:

- a. Administrative infractions include the following violations related to the lack of proper and timely reconciliation of individual Cardholder accounts:
 - i. Transaction Missing Electronic Approval,
 - ii. Late Submittal of Monthly Reconciliation,
 - iii. Missing Itemized Receipt
 - iv. Missing Detailed Information
 - v. Transactions Including Sales Tax
 - vi. Transactions Including Tip Changes in Excess of 20% of the total bill.
- b. When administrative infractions occur, the Purchasing Office will email the Cardholder (and person designated as being responsible for compiling the Cardholder's monthly reconciliations), with a copy to their supervisor and Department Head in order to resolve the discrepancy prior to authorizing payment of the charge to the bank.
 - i. If the same infraction occurs three months in a row, the Finance Director will be notified and the Program Administrator will recommend and discuss with their Finance Director if any further action should be taken.
- c. Training will be provided to all P-Card users and administrative designees with the distribution of new P-Cards. Any administrative designee with an infraction within the first three months of use will be required to repeat the training.

3. Policy Violations:

- a. When violations are found, the Finance will email the Cardholder, with a copy to their supervisor and Department Head.
- b. The Purchasing Office will work with the Department Head to resolve the issue prior to payment of the transaction being authorized. In cases where policy exceptions are granted, a memo signed by the City Manager will be required.
- c. Personal charges shall not be made on the card. Improper use of the card may be consider misappropriation of City funds, which may result in disciplinary action, up to and including termination and criminal prosecution.

Section 5:- Disposal of City Property

A. Property Disposal

___ Sometimes City property may outlive its usefulness and become unserviceable or obsolete. Before a department removes any property from service, the Department Head shall first determine if it can be transferred to another user department for continued service. If it is determined that a property item is no longer serviceable to the City, the Director shall request permission from the City Manager to dispose of the item.

Items may be disposed of by one of the following methods:

- Public auction
- Trade-in on new equipment
- Sealed bids
- Scrap material
- Destruction as unsalvageable
- Negotiated price by Council

___ In addition to the methods of disposal as listed above, the city may contract to convey property either to another governmental entity or a non-profit corporation in accordance with law providing that such entity or corporation agrees to use such equipment for public ~~purpose~~purposes.

___ The condition of the item to be salvaged or surpluses shall dictate the most advantageous method of disposal.

Section 6: ~~Electronic~~ Procurement

____ Chapter 252.0415(a) of the State of Texas Local Government Code allows for the receipt of bids or proposals through electronic transmission, provided the following rules ensure the identification, security, and confidentiality of the electronic bids or proposals. All electronic bids or proposals must remain effectively unopened until the proper time.

A. Identification

____ Invitations to Bid, Requests for Proposals, Request for Qualifications and Requests for Applications will be advertised and issued in the manner prescribed by law and the City's Purchasing Policy. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the City's website and/or third-party service provider's website at the appropriate electronic address listed. Such responses ~~shall~~should be accessible only by a designated City employee with a password for such address and documentation of the time of access shall be maintained.

B. Security

____ At the specified bid closing time, a designated City employee will open all bids and the bid tabulation summary assembled from the City's website and/or by a third-party service provider's website.

____ **By law a bid that is submitted non-electronically will be accepted and then entered electronically by a designated City employee after bid opening** as stated in the bid or proposal document terms and conditions.

C. Confidentiality

____ A designated City employee will read aloud all bid responses received by closing time and date to any interested parties present at the bid opening.

____ After the tabulation of bids or proposals, City ~~shall~~ will post bid tabulations electronically on the City's website and/or a third-party service provider's website with a qualifying statement: "The tabulation listing of a bid should not be construed as a comment on its responsiveness or an indication that the City accepts such bid as responsive. ~~After evaluating bids, proposals, applications, and statements of qualifications the City will post tabulations and award information, once available, online through the City's website and/or service provider's website.~~"



City of Freeport Purchasing Policy

Table of Contents

Section 1: Purchasing Policies, Objectives, and Ethics.....	3
A. Purchasing Policy.....	3
B. Purchasing Objectives	3
C. Legal Authority	3
D. Disclosure of Certain Relationships.....	4
E. Certificate of Interested Parties (Form 1295)	4
F. Purchasing Ethics.....	5
G. Participating in Procurements with Family or Friends	6
H. Gratuities.....	6
I. Kickbacks	6
J. Confidential Information.....	6
K. Purchase of Materials, Equipment, And Supplies for Personal Use.....	6
L. Private Purchases Through City Facilities.....	7
M. Tax Exempt Status	7
N. Tax Exempt Status for Purchase of Personal Property.....	7
O. Definitions	7
Section 2: Purchasing Process	11
A. Delegation of Purchasing Authority	11
B. Total Dollar Limits/Approval Requirements.....	12
C. Purchases of Less Than \$5,000 (Department Head)	12
D. Purchases of \$5,000 to \$19,999.99 (Finance Director).....	12
E. Purchases of \$20,000 to \$59,999.99 (City Manager)	13
F. Purchases of \$60,000 or More (City Council).....	13
G. Purchase Order Cancellation.....	13
H. General Purchasing Provisions	14
I. Prompt Payment Act	14
J. Consideration of The Location of a Bidder's Principal Place of Business.....	14
K. Preference for Recycled Products	14
L. Municipal Contracts	15
M. Procedures for Federal Grants	15
N. Construction Projects	15
Section 3: Exemptions to Competitive Bidding.....	16
A. High Technology Procurement.....	17
B. Emergency Services	17
C. Professional Services	18
D. Work That Is Performed and Paid for By the Day as The Work Progresses	18
E. Purchase of Rare Books, Papers, And Other Library Materials for A Public Library	18
F. Developer Participation Contracts	18
G. Interlocal Contracts and Cooperative Purchasing	18
H. Media Advertising	19
Section 4: Credit Card/Procurement Card Purchases	20

A.	Program Administration	20
B.	P-Card Issuance & Transaction / Monthly Limits	21
C.	Department P-Cards	21
D.	Finance Department P-Card	21
E.	P-Card Usage Guidelines	22
F.	Monthly Reconciliation Process	24
G.	Receipt of Goods & Payment / Dispute of Charges.....	25
H.	Cancellation & Renewal Of P-Cards	26
I.	Accountability.....	26
Section 5: Disposal of City Property		28
A.	Property Disposal	28
Section 6: Electronic Procurement		29
A.	Identification	29
B.	Security	29
C.	Confidentiality	29

Section 1: Purchasing Policies, Objectives, and Ethics

A. Purchasing Policy

The procedures listed below provide an outline of the overall purchasing process.

It is the policy of the City to assure fair competitive access to governmental procurement by responsible vendors/contractors and to conduct business activities in such a manner as to foster public confidence in the integrity of the City.

Therefore, regardless of the expenditure, it is the policy of the City to garner competition that produces the highest quality goods at the lowest possible price, regardless of whether the item or service is subject to bid.

B. Purchasing Objectives

These policies are intended to:

- Ensure that the City acquires, stores, disburses, utilizes and disposes of goods and services uniformly and economically
- Provide the City with quality products and services at the best possible price
- Ensure that the City abides by the City's Charter and its adopted annual budget
- Ensure that the City abides by the Texas Local Government Code Chapters 252 and 271
- Help all departments understand and use established purchasing procedures and abide by applicable state and federal laws
- Help all departments in meeting the procurement needs of the City
- Encourage participation of small and minority businesses, women's business enterprises, and labor surplus area firms.

C. Legal Authority

The City has attempted to incorporate local, state and federal laws into this manual. The City, however, does not guarantee that these policies include all such laws. Local, state and federal laws will prevail over these rules where applicable.

Texas Local Government Code 252.002 (Municipal Charter controls in case of conflict)

Legal requirements which affect the acquisition of goods and services include the following:

- *Texas Local Government Code, Chapter 252* requires that before a municipality may enter into a contract, except for those items exempted under *Chapter 252.022* or other law, that requires an expenditure of more than **\$100,000.00** from one or more municipal funds, the municipality must comply with the procedure prescribed as appropriate therein for competitive sealed bidding or competitive sealed proposals.
- *Texas Local Government Code, Chapter 171* requires local government officials to disclose conflicts of interest and sets forth rules that require officials to abstain where they are in a

position to vote or decide on any matter involving a business entity or real property for which they have an interest in.

- *Texas Government Code Title 10, Chapter 2254*, also known as the Professional Services Act, governs the local government procurement of various professional services. *Chapter 2254* prohibits the procurement selection of architects or engineers based on bid price and requires government entities to first select the most qualified provider based on demonstrated competence and qualifications and then attempt to negotiate with that provider a contract at a fair and reasonable price.
- *The State of Texas Engineering Practice Act, Chapter 1001, Texas Occupations Code*, states that a registered professional engineer must be hired to prepare plans, specifications, and estimates for any public works activities in accordance with this Act. The engineer must directly supervise the project in order to ensure public health, safety, and welfare.

D. Disclosure of Certain Relationships

The Texas Local Government Code, Chapter 176 requires a vendor that wishes to conduct business or be considered for business with the City of Freeport, Texas to file a conflict-of-interest questionnaire. The Disclosure Act applies to all people or businesses who conduct business with the City, including those who submit bids on city contracts, make purchases of surplus city property, or participate in any other purchase or sales transactions with a city.

Vendors or respondents who meet the following criteria must fill out a conflict-of-interest questionnaire no later than the 7th day after the person begins contract discussions or negotiations with the City or submits to the City an application, response to a request for proposals or bids, correspondence, or another writing related to a potential agreement with the City:

A vendor or respondent that:

- contracts or seeks to contract for the sale or purchase of property, goods, or services with a local governmental entity; or
- Is an agent of a person described in Subdivision (1) in the person's business with a local governmental entity. Any person who meets the criteria, as for enforcement to ensure the veracity of the vendors, the statute makes it a Class C Misdemeanor to violate the vendor disclosure provisions.

E. Certificate of Interested Parties (Form 1295)

Section 2252.908 of the Texas Government Code states that a governmental entity or state agency may not enter into certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity or state agency at the time the business entity submits the signed contract to the governmental entity or state agency. The law applies only to a contract of a governmental entity or state agency that either (1) requires an action or vote by the governing body of the entity or agency before the contract may be signed or (2) has a value of at least \$1 million.

A business entity must enter the required information on Form 1295 online at <https://www.ethics.state.tx.us/File/> and print a copy of the completed form, which will include a certification of filing that will contain a unique certification number. An authorized agent of the business entity must sign the printed copy of the form and have the form notarized. The completed Form 1295 with the certification of filing must be filed with City.

F. Purchasing Ethics

The City wants to promote and protect its governmental integrity. The purpose of this section is to provide guidance to all City employees involved in the procurement process so that they may conduct themselves in a manner that is compatible with the best interest of the City. For more guidance regarding the City's Code of Ethics, please refer to the City's Ethics Policy found under Title IX of the Code of Ordinances, Chapter 100.

The employees of the City responsible for purchasing shall:

- Purchase the proper goods or services to address the City's needs
- Get the best possible price for goods or services
- Have goods or services available when and where the City needs it
- Assure a continuing supply of needed goods and services
- Guard against misappropriation of City funds
- Facilitate cooperation with other governmental units
- Maximize competition from responsible bidders
- Safeguard public funds and receive the best value for the public dollar
- Never use public spending to enrich elected officials or City employees
- Never make purchases for personal use in the City's name
- Ensure all procurement transactions will be conducted in a manner providing full and open competition:
 - No unreasonable requirements are placed on firms in order for them to qualify.
 - No unnecessary experience or excessive bonding required.
 - Noncompetitive pricing practices between firms or between affiliated companies is disallowed.
 - Noncompetitive contracts are disallowed except for when there is an approved exception.
 - No organizational conflicts of interest.
 - If a "brand name" product is specified, an equal or like product is acceptable.
 - A vendor that intends to respond to the Request for Proposals, Request for Qualifications and/or Invitation for Bid may not participate in the development or drafting of specifications, requirements, statements of work, or invitations for bids or requests for proposals, including, but not limited to, the development of the scoring criteria, the final selection of firms to be contacted, or the scoring of proposals.
- Ensure all procurement transactions shall incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured.
- Ensure all procurement transactions shall identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals
- If a prequalified list of acquiring goods or services is used, the City will ensure the list is updated regularly, providing enough qualified sources to ensure maximum open and free competition.
- Ensure all procurement transactions must conform to applicable local, state, and federal laws and regulations.

Perception is Everything. Even if a procurement decision is sound, the determination of the method should be documented and will be open to public inspection. If a decision is perceived to be less than fair

to all competitors, then perception becomes the reality to the unsuccessful bidders. And, if the opinion is that the City has “favorite companies we always do business with”, our job is to set the record straight with all who may have this complaint. It is important that awards are made based on competition and/or best value for the City, that the reason(s) for those awards are documented and defensible, and that a decision is based on fact and in the best interest of the City.

G. Participating in Procurements with Family or Friends

It shall be a breach of ethics for any employee of the City of Freeport to participate directly or indirectly in procurement for the City of Freeport when the employee knows that:

- The employee or any member of the employee’s immediate family has a financial interest pertaining to the procurement.
- A business or organization in which the employee, or any member of the employee’s immediate family, has a financial interest pertaining to the procurement; or
- Any other person, business or organization with which the employee or any member of the employee’s immediate family is negotiating or has an arrangement concerning prospective employment is involved in the procurement.

H. Gratuities

It shall be a violation of city employment to offer, give or agree to give any employee of the City of Freeport, or for any employee of the City of Freeport to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, preparation of any part of a program requirement or purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing, or in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter pertaining to any program requirement or a contract or sub-contract, or to any solicitation or proposal therefore pending before the City of Freeport.

I. Kickbacks

It shall be a breach of ethics for any payment, gratuity or offer of employment to be made by or on behalf of a vendor/subcontractor under a contract to the prime vendor/contractor or higher tier subcontractor for any contract for the City of Freeport, or any person associated therewith, as an inducement for the award of a sub-contract or order.

J. Confidential Information

It shall be a violation of City policy for any employee of the City of Freeport knowingly to use confidential information for actual or anticipated personal gain, or for the actual or anticipated gain of any person.

K. Purchase of Materials, Equipment, And Supplies for Personal Use

No employee may purchase City property for his/her own personal use unless it is purchased through the City’s public auction or through the sealed bid procedures of the City. This includes new and used equipment, materials or supplies.

L. Private Purchases Through City Facilities

No employee may use the purchasing power of the City of Freeport to make a private purchase. In addition, employees should not have private purchases sent to the City to be paid for by the employee.

M. Tax Exempt Status

The City of Freeport is exempt from Federal, State, and Local taxes except in certain prescribed cases. An exemption certificate is available from the Finance Department and will be furnished to any of the City's suppliers upon request. Employees making purchases for the City out of personal funds will not be reimbursed for sales tax paid.

N. Tax Exempt Status for Purchase of Personal Property

Employees may not use the City's tax-exempt status for purchases of personal property. Anyone avoiding payment of sales tax by using this exemption may be liable for prosecution under Texas Penal Code, Chapter 39.

O. Definitions

The following definitions are intended to assist you in understanding the language used throughout this manual. When using this manual, if you find a word or words that you may not clearly understand and if it is not defined in this section, please do not hesitate to contact someone in Finance for clarification and/or interpretation.

Appropriated – The City Council appropriates funds through the adoption of the annual budget and subsequent amendments. Appropriated funds are funds that are able to be used for the purchase of goods and services, another way of saying this would be to say funds are budgeted and authorized for the intended purchase.

Award - Approval by the City Council, City Manager, Finance Director or their designee, under whose authority a purchase order is issued.

Best Value - If the sealed competitive bidding requirement applies to the contract for goods or services, the contract may be awarded to the lowest, Responsible Bidder or to bidder who provides goods or services at the best value for the City. In determining the best value for the City, we may consider:

- the purchase price;
- the reputation of the bidder and of the bidder's goods or services;
- the quality of the bidder's goods or services;
- the extent to which the goods or services meet the City's needs;
- the bidder's past relationship with the City;
- the impact on the ability of the City to comply with laws and rules relating to contracting with;
- historically underutilized businesses and non-profit organizations employing persons with disabilities;
- the total long-term cost to the City to acquire the bidder's goods or services, and
- any relevant criteria specifically listed in the request for bids or proposals.

Bid advertisement - A public notice put in a newspaper of general circulation, containing information about an Invitation for Bid or a Request for Proposal.

Bid list - A list of vendors who have indicated in writing an interest in submitting bids for particular categories of goods and services. This list is a compilation of recommended vendors from the department, and a database of vendors maintained by Purchasing.

Blanket Purchase Order – A blanket purchase order is an open purchasing agreement between the City and a vendor to provide multiple purchases under a single Purchase Order number when the exact quantities are unknown.

Bonds:

- **Bid Bond** - A bond required of a contractor that ensures that the contractor will enter into the contract for which he has submitted a formal written bid and/or proposal.
- **Payment Bond** - A bond required of the contractor that ensures that all suppliers and subcontractors of the contractor will be paid for work and/or material supplied in the course of the contract.
- **Performance Bond** - A bond required of the contractor that guarantees vendor performance during the execution of the contract.

Capital equipment – Property with a useful life of at least three years and a purchase cost of at least \$5,000.

Check Request – Prescribed stamp for requesting payment to a vendor for purchases made.

Commodity code - A specific group of goods or services categorized into distinct classes that have been assigned a numerical reference number within the purchasing and inventory system.

Competitive bidding - The process wherein a vendor openly competes with other vendors, through a formal or informal process, for the City's business.

Component purchases – Purchases of component parts that in normal purchasing practices would be purchased in one purchase.

Consulting Services - The service of studying or advising the City under a contract that does not involve the traditional relationship between employer and employee.

Contract - An agreement between the City and a Supplier to furnish supplies and/or services over a designated period of time, during which purchases are made of the commodity specified.

Contractor - The successful vendor(s) awarded a contract by the City.

Delivery date – The date by which goods or services are needed.

Emergency – Purchases that are made to meet a critical, unforeseen need of the City, where the City's ability to serve the public would be impaired if purchase is not made immediately. Emergency purchases are exempt from standard purchasing procedures and must qualify for exemption as outlined in *Texas Local Government Code 252.022*.

Encumbrance - The process wherein the City reserves funds for the purchase of supplies, goods, services, and equipment in one budgetary-accounting period, and pays for the purchase in another budgetary-accounting period.

Expedite – When the purchasing process is accelerated through normal procedures in order to prevent work stoppage or loss of government's money.

FOB destination point – Free on Board (FOB); the vendor pays freight charges to the destination; title to goods passes to buyer at his receiving dock; freight claims must be filed and handled by the seller.

FOB shipping point – Free on Board (FOB); shipment becomes 'collect' from seller's shipping dock; freight charges may be prepaid and added to the invoice; City pays freight charges; title to goods passes to buyer at the shipping dock of seller; freight claims must be filed and handled by buyer.

Goods - A generic term that includes all types of property to be purchased by the City: equipment, supplies, materials, components and repair parts.

Invitation to Bid – This is a formal written document that requests from bidders a firm price and delivery details for specified merchandise listed on a purchase requisition. An Invitation to Bid is always required when the anticipated level of expenditure will be greater than \$60,000, except in the case of an emergency.

Lowest Responsible Bidder – This is the vendor who offers the lowest bid which meets all the specifications, requirements, terms and conditions of the Invitation to Bid. It is expressly understood that the lowest responsible bid includes any related costs to the City, using a total cost concept. The term "responsible" refers to the financial and practical ability of the bidder to fulfill the contract. The term is also used to refer to the experience or safety record of the vendor.

Personal Services - Services provided to the City personally by a particular individual. Any contribution of machinery and equipment compared to total cost must be substantially less than the contribution of wages.

Planning Services - Services primarily intended to guide the City to ensure the orderly and coordinated development of land areas.

Professional Services – services as defined by state law: accounting; architecture; landscape architecture; land surveying; medicine; optometry; professional engineering; real estate appraising; professional nursing; or services provided in connection with the professional employment or practice of a person who is licensed or registered as: a certified public accountant; an architect; a landscape architect; a land surveyor; a physician, including a surgeon; an optometrist; a professional engineer; a state certified or state licensed real estate appraiser; or a registered nurse.

Purchase - An act that includes the acquisition of goods or services, to include the act of leasing personal or real property. Separate, sequential, and component purchases shall be treated as a single purchase.

Purchasing - The act, function, and responsibility for the acquisition of goods and services.

Purchase order - A formal, binding, legal agreement issued by the City's Purchasing Coordinator. A purchase order is requested by a departmental requisition that details the merchandise or services required. When accepted by a vendor without qualifications within a specified time period, the agreement becomes a contract. A Purchase Order grants the vendor the authority to deliver the goods or services and invoice for the same. It is the City's commitment to accept the goods or services and pay for them at the agreed price.

Purchase Requisition Form – Prescribed form filled out by departments at the same time the purchase order is entered into the financial software for approval. This form must be signed by the Department Head and submitted to the Finance Department as backup for the purchase order.

Request for Proposal - A formal written document requesting that potential vendors make an offer for services to the City. The Request for Proposal method of procurement may be used for goods or services including high technology and insurance when it is determined that the proposal process provides the best value to the City. When the RFP is used for the selection of professional services as allowed in the Local Government Code 252.022(a)(4), the City shall comply with Local Government Code 2254.003 in the procurement of these services. The City shall not award a contract for these services based on

competitive bids but shall make the selection and award on the basis of demonstrated competence and qualifications for a fair and reasonable price. Fees must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations and may not exceed any maximum(s) provided by law.

Request for Qualifications - a formal written document used when soliciting providers of architectural, engineering or land surveying services. The City shall comply with Local Government Code 2254.004 in the procurement of these services. The City must first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications. After a firm has been selected based on qualifications and experience, then a fair and reasonable fee shall be negotiated. If a satisfactory contract cannot be negotiated with the most highly qualified provider of architectural, engineering, or land surveying services, the City shall formally end negotiations with that firm and select the next most highly qualified firm and begin negotiations with that provider for a fair and reasonable price.

Reverse Auction - Single or multiple-item, open, descending-price auction. The initiator specifies the opening bid price and bid decrement. Each bidder submits a successively lower bid and at the end of the auction, bidders with the lowest bid win. Each winning bidder sells at a price equal to the bid he/she made.

Separate purchases – Purchases made separately of items that in normal purchasing practices would be purchased in one purchase.

Sequential purchases – Purchases made over a period of time of items that in normal purchasing practices would be purchased in one purchase.

Services - A generic term to include all work or labor performed for the City on an independent contractor basis, including maintenance, construction, manual, clerical or professional services.

Sole source – Purchases of goods or services that are available from only one supplier. There may be just one vendor because of patents or copyrights, or simply because the vendor is the only one that supplies the good or service. These purchases are exempt from the standard bidding requirement and must qualify as outlined in *Local Government Code 252.022*.

Specifications - Statements containing a detailed description of the terms of the contract, as well as specific details about the goods and/or services. The details or specifications should be descriptive, but not restrictive.

Surplus – Item(s) no longer needed by a department, regardless of its value or condition.

Vendor - A generic term applied to individuals and companies alike, who provide goods and services to the City.

Section 2: Purchasing Process

A. Delegation of Purchasing Authority

The City Manager, as authorized by the City Council of the City of Freeport, has delegated to Department Heads and their designees the authority to procure materials and services for the City that are within the guidelines set forth by this procurement policy.

A City Contract is always required when an on-site service is to be rendered to the City. Retroactive (after the fact) contracts are not acceptable. Only the City Council or the City Manager (within his/her purchasing limitations) are vested with the authority to contract for the City of Freeport, provided however, the City Attorney first approves in writing.

The Finance Director may approve the purchase of goods or services that have been budgeted and are valued up to \$20,000, without prior approval of the City Council or City Manager.

The City Manager may approve the purchase of goods or services that have been budgeted and are valued at less than \$60,000 without prior City Council approval, except in the case of an emergency.

No contract or purchase order will be binding upon the City unless authorized by the dollar threshold approval authority, as applicable, and unless the City Manager and/or Finance Director certifies that there is to the credit of the City office or department a sufficient appropriation and unencumbered balance to pay for the goods and/or services for which the contract or purchase order is to be issued.

In the event of City Manager absence, the Assistant City Manager shall have the same vested authority as the City Manager.

A contract becomes exempt from the aforementioned payment thresholds upon contract award authorized by the governing body.

The City's purchase of goods and services shall be made according to a requisition from the Department Head whose budget or other approved appropriation source will be charged for the purchase. Any City personnel who authorize or attempt to authorize a purchase order without proper approval will be subject to disciplinary action.

The Finance Department is designated as the Purchasing Office for the City within certain limitations. The primary responsibility of the Purchasing Office is to procure the best goods and services in a timely manner at the lowest possible cost to the City and to ensure that purchasing is conducted with strict adherence to applicable federal, state and local laws as well as this manual.

This purpose is accomplished through updating of purchasing data, training/education of personnel and responsiveness to new techniques. The Finance Department will coordinate purchasing activities with the user department. The Finance Director will conduct random internal audits of departmental purchasing.

B. Total Dollar Limits/Approval Requirements

The purchasing limits stated herein assume that prior to purchase or request to purchase, the Department Head and/or their designee have verified sufficient funds are available in the budget line item affected. This is verified through the purchase order (encumbrance) process approved by the Finance Department. Purchase orders must be issued before purchase of goods or services.

The following standard approval route applies to All City Departments.

Total Amount of Request*	Type of Form Required	Type of Bid/Quotes Required	Department Head or Designee Approval Required	Finance Director Approval Required	City Manager Approval Required	City Council Approval Required
< \$5,000	Invoice	Not Required	◆			
\$5,000 to \$19,999.99	Purchase* Order	3 Quotes	◆	◆	*If not low bid	
\$20,000 to \$59,999.99	Purchase* Order	3 Written Bids/Quotes	◆	◆	◆	*If not low bid
\$60,000 and above	Purchase* Order	Sealed Bids	◆	◆	◆	◆

* A Purchase Order is not required for recurring payments on annual contracts, that have already been procured in accordance with this policy, in which the quantities are unknown. Examples include but are not limited to utilities, phone, insurance premiums, fuel, etc. These payments should be paid following verification of quantity and contract compliance. If applicable, a Blanket Purchase Order may be set up for these vendors. A Purchase Order is required for recurring payments on annual contracts in which the exact amount is known (ex. janitorial services).

C. Purchases of Less Than \$5,000 (Department Head)

Purchases of less than \$5,000 do not require competitive bidding. Department Heads or their approved designees may, without prior approval of the Finance Director or City Manager make purchases of less than \$5,000.

Department Head shall authorize an invoice for payment after goods or services are received.

D. Purchases of \$5,000 to \$19,999.99 (Finance Director)

Purchases of \$5,000 to \$19,999.99 will require a purchase order form with at least three verbal quotes. The requesting department shall solicit at least one quotation from a competent vendor. Telephone, fax, and e-mail quotations are acceptable.

E. Purchases of \$20,000 to \$59,999.99 (City Manager)

Purchases of \$20,000 to \$59,999.99 will require a purchase order form with at least three quotes, unless an interlocal contract or cooperative purchasing is utilized. The Department Head must contact at least two (2) Historically Underutilized Businesses (HUB) on a rotating basis based on information provided by the comptroller pursuant to Chapter 2161, Government Code, unless the list fails to identify a HUB that provides similar goods or services in Brazoria County, as authorized by the *Texas Local Government Code, Chapter 252.0215*. If the Department Head proposes to award the contract to a person or entity other than the apparent lowest quote, the Department Head shall obtain the prior written approval of the City Manager.

F. Purchases of \$60,000 or More (City Council)

City Council shall approve in advance all expenditures for \$60,000 or more, except for services and services previously approved by City Council (i.e. utilities, grant expenditures, contract expenditures for previously awarded contracts, and all other exceptions as provided in the *General Exemptions Section 252.022 of the Texas Local Government Code*.)

Except as provided in the *General Exemptions Section 252.022 of the Texas Local Government Code*, the City must issue a competitive sealed bid or competitive sealed proposal as authorized by *Texas Local Government Code Chapter 252* and award the bid to the lowest responsible bidder.

The user department shall be responsible for the preparation of specifications for any formal bids for goods, services, or contractual needs. Formal bids shall include legal advertising, invitations to bids, pre-bid conferences (as necessary), documented bid openings and official bid tabulations.

Bid notices shall indicate when and where bids will be opened; be published in the official newspaper of the City once a week for two consecutive weeks beginning at least fourteen days before the bid opening; shall be published in a form approved by the City Secretary.

All bids must be awarded by City Council. The goods and/or services may be acquired by the issuance of a purchase order or execution of a contract.

G. Purchase Order Cancellation

At fiscal year-end or shortly before, the Finance Director and/or their designee will perform a review of any outstanding purchase orders. He/She will consult with the appropriate Department Head on the validity of the purchase order.

If the purchase order is still needed, it will remain open for the following year.

If the purchase order is no longer needed, the Finance Director holds the sole authority to close a purchase order. Any purchase order closure will be promptly communicated to the City Manager and the Department Head to ensure transparency in record-keeping.

At any other time throughout the year, if a purchase order is deemed to be no longer necessary, the Department Head may request a purchase order closure by communicating with the Finance Director.

H. General Purchasing Provisions

General Rules Applicable to All Contracts

- a. Each Department Head is responsible for:
 - Coordinating with the Finance Department to establish and maintain a list of vendors
 - Establishing clear, nonrestrictive bid specifications
 - Receiving and inspecting all deliveries to ensure that the goods and/or services comply with the bid or proposal specifications.
- b. The City Secretary is responsible for maintaining bids or proposals and related information according to the City's Records Management Program. Unless otherwise specified by state law, records related to bids or proposals (including purchase orders, invitations to bid, and bid tally sheets) are public records.
- c. The Department Head shall charge a purchase to the appropriate account number regardless of whether the account contains available budgeted funds. Overrun line items shall require a budget line-item transfer from another departmental line item. If no budget line-item contains the funding to cover the overrun needed, a formal budget amendment approved by City Council is required.

I. Prompt Payment Act

Texas Government Code, Chapter 2251, commonly known as the Texas Prompt Payment Act, generally requires that the City pay bills not later than thirty (30) days after the goods and services are received, or the date the invoice is received, whichever is later. Each Department Head shall submit to the Finance Department any bill or invoice within three (3) calendar days of receipt.

J. Consideration of The Location of a Bidder's Principal Place of Business

Texas Local Government Code 271.905

In purchasing under this title any real or personal property that is not affixed to real property, if a local government receives one or more bids from a bidder whose principal place of business is in the local government area and whose bid is within 3% of the lowest bid price received by the local government from a bidder who is not a resident of the local government area, the local government may enter into a contract with:

the lowest bidder; or the bidder whose principal place of business is in the local government area if the governing body of the local government determines, in writing, that the local bidder offers the local government the best combination of contract price and additional economic development opportunities for the local government area created by the contract award, including the employment of residents of the local government area and increased tax revenues to the local government. This does not prohibit the Council from rejecting all bids.

K. Preference for Recycled Products

The City encourages the use of recycled products and products that may be recycled or reused. The City will give preference to products made of recycled materials if the products meet applicable specifications as to quantity and quality. *Texas Health and Safety Code 361.426*

The Finance Director may review procurements for the purchase of goods, supplies, equipment, and materials to:

- Eliminate procedures and specifications that explicitly discriminate against products made of recycled materials
- Encourage the use of products made of recycled materials
- Ensure to the most economically feasible extent that the City purchases products that may be recycled when they have served their intended use

L. Municipal Contracts

Annual Contracts - The City may use an annual fixed price contract to obtain required goods or services from a chosen vendor for a specified time period. These contracts eliminate the necessity of bidding commodities each time they are needed. Annual contracts on which the quantities are pre-determined require a purchase order. *Texas Local Government Code Chapter 271*

Contracts Requiring Issuance of Debt, Certificates of Obligation or Lease-Purchase Agreements - If the City Manager, or a Department Head intends to finance a contract for goods or services through issuance of bonds, debt, certificates of obligation (CO), certificates of participation, tax anticipation notes, lease-purchase agreements, or any other means, then the City Manager or Department Head must, before soliciting bids, receive approval from the City Attorney and City Council for such financial arrangements. *Texas Local Government Code Chapter 271*

Change Orders – If a change order involves a decrease or an increase of \$50,000 or less, the governing body may grant general authority to an administrative official of the municipality to approve the change orders. *Texas Local Government Code Chapter 252.048*

M. Procedures for Federal Grants

The City of Freeport has adopted a *Grants Management Policy* to set forth all procedures for Federal and State grant compliance.

N. Construction Projects

If the contract is for the construction of public works, the following is required for bidding:

- a. Prepare plans and specifications in conjunction with bidding and contract documents:
 - The proposed specifications shall include workers' compensation requirements. *Texas Labor Code 406.096*
 - If the proposed project includes excavation work, then the proposed specifications shall include excavation requirements and pay items. *Texas Health and Safety Code 756.023*
 - The proposed specifications shall include bonding requirements. *Texas Local Government Code Chapter 252.044; also, Texas Government Code Chapter 2253*
 - The proposed specifications shall include prevailing wage rate schedules. *Texas Government Code Chapter 2258*
- b. Sealed plans and specifications.
- c. Line items with estimated quantities and price estimate.

Texas Local Government Code Chapter 252.044; also, Texas Government Code Chapter 2253

Section 3: Exemptions to Competitive Bidding

Chapter 252.022 of the State of Texas Local Government Code allows certain exemptions to the Competitive Bids process. **The following are the exemptions allowed:**

1. A procurement made because of a public calamity that requires the immediate appropriation of money to relieve the needs of the municipality's residents or to preserve the property of the municipality;
2. Procurement necessary to preserve or protect the public health or safety of the municipality's residents;
3. Procurement is necessary because of unforeseen damage to public machinery, equipment, or other property;
4. Procurement for personal, professional or planning services;
5. Procurement for work that is performed and paid for by the day as the work progresses;
6. Purchasing of land or a right-of-way;
7. A procurement of items that are available from only one source, including:
 - a. items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies;
 - b. films, manuscripts, or books;
 - c. gas, water, and other utility services;
 - d. captive replacement parts or components for equipment;
 - e. books, papers, and other library materials for a public library that are available only from the persons holding exclusive distribution rights to the materials; and
 - f. management services provided by a non-profit organization to a municipal museum, park, zoo, or other facility to which the organization has provided significant financial or other benefits;
8. A purchase of rare book, papers, and other library materials for a public library;
9. Paving drainage, street widening, and other public improvements, or related matters if at least one-third of the cost is to be paid by or through special assessments levied on property that will benefit from the improvements;
10. A public improvement project, already in progress, authorized by the voters of the municipality, for which there is a deficiency of funds for completing the project in accordance with the plans and purposes authorized by the voters;
11. Payment under a contract by which a developer participates in the construction of a public improvement as provided by Subchapter C, Chapter 212;
12. Personal property sold:
 - a. at an auction by a state licensed auctioneer;

- b. at a going out of business sale held in compliance with Subchapter F, Chapter 17, Business & Commerce Code;
 - c. by a political subdivision of this state, a state agency of this state, or an entity of the federal government;
 - d. under an interlocal contract for cooperative purchasing administered by a regional planning commission established under Chapter 391;
13. Services performed by blind or severely disable person;
14. Goods purchased by a municipality for subsequent retail sale by the municipality;
15. Electricity; or
16. Advertising, other than legal notices.

A. High Technology Procurement

High technology procurement means the procurement of equipment, goods, or services of a highly technical nature including:

- a. data processing equipment and software and firmware used in conjunction with data processing equipment;
- b. telecommunications equipment and radio and microwave systems;
- c. electronic distributed control systems, including building energy management systems; and
- d. technical services related to those items.

The City may utilize a request for proposals to procure high technology products and services. Requests for proposals are similar to competitive bids.

Prior to utilizing a request for proposal, the Departmental Director must receive approval from the City Manager. The Department shall write specifications using performance standards rather than a written description of the goods or service. The specifications shall also list the factors by which the City will judge the proposal, and the weight assigned to each factor.

- 1. Vendors must submit proposals of their own design for a system to satisfy the requirement set forth in the proposal. Proposals may incorporate entirely different hardware or services to accomplish the same performance.
- 2. After the City receives the proposals, the Department Head may enter into negotiations with as many vendors as have submitted feasible proposals to arrive at the best possible proposal.

Texas Local Government Code 252.001(4); 252.021(c)

B. Emergency Services

An emergency is an unforeseen situation that adversely and unduly affects the life, health, or convenience of the citizens of the City, or circumstances that would cause a loss to the City (such as an inordinate amount of down time).

Texas Local Government Code 252.022 (1), (2) & (3)

In an emergency, the Department Head may proceed with an emergency acquisition. If the cost is \$3,000 or more, the Department Head shall send a confirmation requisition (including a brief explanation of the purchase) and invoices to the Finance Department and City Manager as soon as

possible. The Finance Department will then assign a purchase order number and advise the user department to forward that number to the appropriate vendor.

C. Professional Services

Professional services mean services within the scope of the practice, as defined by state law, of accounting, architecture, land surveying, medicine, optometry, professional engineering, or real estate appraisers.

The City may not select a provider of professional services or a group or association of providers or award a contract for services based on competitive bids submitted for a contract or services, but shall make the selection and award:

- a. based on demonstrated competence and qualifications to perform the services; and
- b. a fair and reasonable price.

Professional contract fees:

- a. must be consistent with and not higher than the recommended practices and fees published by the applicable professional associations; and
- b. may not exceed any maximum provided by law.

Texas Government Code §2254.002, §2254.003

The City shall first select the most highly qualified provider of those services on the basis of demonstrated competence and qualifications and negotiate with that contract provider a fair and reasonable price.

If the City cannot negotiate a satisfactory contract with the most highly qualified provider, then the City shall formally end negotiations with that provider, select the next most highly qualified provider and negotiate a contract at a fair and reasonable price.

The City will continue contract selection and negotiations with providers until the City enters into a contract. The City Manager and/or the appropriate Department Head will execute contracts for the City.

D. Work That Is Performed and Paid for By the Day as The Work Progresses

If the City hires a contractor for a project on a daily basis and pays for work daily as the work progresses, the procurement of services is exempt from competitive bidding requirements.

E. Purchase of Rare Books, Papers, And Other Library Materials for A Public Library

Competitive bidding provisions do not apply to the purchase of rare books, however, books available from more than one source must be purchased using the regular purchasing process.

F. Developer Participation Contracts

The City Council must approve Developer Participation Contracts over \$5,000 in advance. *Texas Local Government Code 212.071*

G. Interlocal Contracts and Cooperative Purchasing

The City Council must approve interlocal contracts or agreements with other political subdivisions of this state, a state agency of this state or an entity of the federal government administered by a regional planning commission.

The Department Heads will prepare appropriate documentation for purchase orders as needed or required by a particular COOP. The department will receive related paperwork supporting the purchase. The authorization for payment shall include the appropriate signatures and include contract numbers.

The City of Freeport may satisfy the competitive bid requirement of state law by purchasing goods and services through any of the following, including but not limited to:

- a. The Texas Building and Procurement Commission
- b. The Houston-Galveston Area Council Cooperative Purchasing Program (H-GAC Buy)
- c. The Texas Local Government Purchasing Cooperative (BuyBoard)
- d. The National Intergovernmental Purchasing Alliance Company, a Delaware corporation d/b/a OMNIA Partners, Public Sector and/or Communities Program Management, LLC, a California limited liability company d/b/a U.S. Communities (collectively, "OMNIA Partners, Public Sector")
- e. An interlocal agreement with another governmental entity that has complied with state law purchasing requirements
- f. Texas Procurement Center
- g. Any other agency or entity that state law provides will satisfy the competitive bid requirements

Texas Local Government Code Chapter 271; also, Texas Government Code Chapter 791

H. Media Advertising

A purchase order or quotation form is not required for advertising in the City Official Public Newspaper. The invoice shall be authorized for payment by the Department Head and forwarded to the Finance Department. *Texas Government Code 2051.041*

Section 4: Credit Card/Procurement Card Purchases

The Procurement Card (hereinafter “P-Card”) is a purchasing tool which offers an alternative to the traditional purchase order process. Additionally, the timelines established by this policy allow the City to take full advantage of the cash rebate incentive offered by the issuing financial institution on P-Card purchases.

The City of Freeport established the P-Card Program as part of an effort to extend trust downward into the organization and to increase operational efficiency. As such, employees have a responsibility to adhere to this policy. Having a City of Freeport P-Card is a privilege, not a right.

The P-Card is issued to individual employees only. No other person is permitted to use another employee’s P-Card. As a Cardholder, the employee is responsible for the appropriate use of City funds and is responsible for all charges made with the card. Although the P-Card is issued to the employee, it remains City property and may be rescinded at any time.

Personal charges shall not be made on the card. Improper use of the card may be considered misappropriation of City funds, which may result in disciplinary action, up to and including termination and criminal prosecution.

Cardholders must comply with internal control procedures in order to protect the City’s assets. These procedures include, but are not limited to keeping itemized receipts, reconciling transactions, reviewing monthly statements and following proper security measures. A Cardholder must surrender his/her card upon termination of employment. All purchasing policies and procedures must be followed when using the P-Card.

It is the expectation of the City that departments seek information from multiple vendors to ensure that the best value and price are obtained for all P-Card purchases. The following procedures outline appropriate P-Card use.

A. Program Administration

The Finance Department is responsible for the day-to-day management of the P-Card program and deemed the Program Administrator.

The designated Program Administrator acts as the City’s point of control for the P-Card program, monitors all usage of the P-Card, and is the point of contact for any Cardholder questions or problems.

The Program Administrator has the authority, with the approval of the Finance Director, to cancel or suspend a P-Card for any employee at any time for reasons as stated in this policy.

B. P-Card Issuance & Transaction / Monthly Limits

When P-Cards are requested for new users, the Department Head will be able to designate an "Administrative Designee." This employee is responsible for managing the reconciliation of the Cardholder's P-Card (e.g. an Executive Assistant).

Cardholder standard expenditure limits are as follows:

Cardholder Class	Per/Single Transaction	Per Month
Individuals	\$999.99	\$10,000
City Manager	\$2,999.99	\$10,000
Finance Department	\$15,000*	\$100,000*

** To be used for payment of bills only per authorization by the City Manager*

Department Heads may request lower limits. Higher limits or a different Cardholder Class may be requested to accommodate the employee's job function and may be considered with documentation to justify the request or change. The request must be approved by the Department Head, Finance Director and City Manager. (Note: Request for a one-time increase in single or monthly transaction limits may be made by the P-Card holder and approved by Finance. It is the Cardholder's responsibility to inform their Department Head of the increase.)

C. Department P-Cards

Department P-Cards may be issued in the name of an individual department. These cards shall be the responsibility of the department head. The Department Cards must be requested in the same manner as a standard P-Card and released for use only after Purchasing receives notice from the City Manager allowing the use of the card.

D. Finance Department P-Card

A P-Card will be issued and signed out to an individual within Finance for payment of certain invoices that the city receives during the course of business with the sole purpose of receiving additional cash rebate incentives from the P-Card program.

The individual to which the P-Card is signed out will be the custodian of the P-Card and will have the sole responsibility within Finance for maintaining the P-Card and adhering to the requirements of this Policy during the custodial time period.

E. P-Card Usage Guidelines

1. P-Card Basics

- a. If the monthly limit is reached, Cardholders must utilize the traditional purchase order process, or the Cardholder may request (by email with a copy to the Cardholder's supervisor) a temporary increase in the monthly transaction limits from the Program Administrator. If Cardholder is at the place of business and needs to increase the single transaction limits on their P-Card, they must call the designated P-Card Administrator and make the request. Any requests granted will only be made if they fall within the standard allowable limits as set forth in this policy. An email will be sent to the Cardholder and appropriate Supervisor confirming the telephone conversation and the action taken.
- b. The Cardholder shall not use the P-Card to circumvent any other established City policy, (i.e. splitting a \$3,000.00 transaction to two transactions of \$1,500).
- c. The Cardholder is responsible for all charges made with the P-Card.
- d. Cardholders must comply with internal control procedures in order to protect the City's assets. These procedures include, but are not limited to keeping itemized receipts, reconciling transactions, reviewing monthly statements and following proper security measures.
- e. The employee is to use the P-Card only for the types of purchases described in this policy and failure to do so may result in disciplinary action up to and including termination and/or criminal prosecution.
- f. P-Card limits may also be raised in the event of an emergency at the sole discretion of the Program Administrator.

2. Acceptable Purchases on P-Card (Examples – but not limited to)

- a. Subscriptions and books
- b. Seminars, training, membership dues, registration
- c. Catering and delivery services
- d. Off-site Required maintenance/repairs for which no contract required
- e. On-site maintenance/repairs under \$500 total cost for which no contract required
- f. Over-the-counter retail purchases
- g. Travel related purchases (Note: When traveling, food is best paid by per diem.)
- h. Computer peripherals (through IT only)
- i. Software under \$500.00 (no license agreements) (through IT only)
- j. Business-related meals with documentation of meeting subject and attendees
- k. Fuel (for City vehicles only when traveling outside City or motorcycle officers)
- l. Rentals (on case-by-case basis and only with approval of Finance Director)

3. Prohibited P-Card Uses (Examples – but not limited to)

Purchases of restricted items listed below and purchases of \$3,000 or more must continue to be processed in accordance with established purchasing guidelines.

The procurement P-Card is NOT to be used for the following:

- a. Purchase of capital equipment
- b. Purchase utilizing Grant funds
- c. Capital projects
- d. Onsite contractual services over \$500 (contract / PO needed)
- e. Alcoholic beverages (except where otherwise permitted by policy)
- f. Cash advances/travelers checks/gift cards
- g. Separate, sequential, and component purchases or any transaction made with intent to circumvent City Purchasing Policy
- h. Spouse/Family expenses incurred while traveling
- i. Purchases made with vendors not located in the U.S. (except where previously approved)
- j. Items for personal use
- k. Fines of any kind
- l. Maintenance agreements

4. Proof of Purchase - Documentation

- a. Adequate documentation, including original itemized receipts, must be maintained to record the transaction and support the legitimate business purpose of all transactions made with the P-Card.
- b. Original documentation must be retained by Cardholder until attached to the Monthly Statement showing the Cardholder purchases.

5. Sales Tax

- a. The City is tax exempt. Cardholders are responsible for ensuring the merchant does not include sales tax in the transaction.
- b. ***The Exception is tax paid to most restaurants, hotels, airlines, and other travel related merchants. Cities are not exempt from hotel tax and certain other federal and state taxes that are not the standard sales tax. (Note: When traveling, food is best paid with per diem and no receipt is needed.)***
- c. If tax is included, the Cardholder will immediately be responsible for ensuring that the merchant or the cardholder reimburses the tax amount to the City.
- d. Cardholders will be provided with a copy of the City's tax exemption certificate upon request.

F. Monthly Reconciliation Process

1. Purchasing will notify Cardholders and make available monthly account statements available.
2. Reconciled statements are due back to Purchasing within five (5) business days from the receipt of the statement notification email.
3. To complete the reconciliation process, the following steps must be completed:
 - a. Itemized receipts (generally including purchase date, vendor name, item description, quantity, unit price, and total charge), with the account number and purpose of the purchase written on the sheet to which they are attached, are to be attached in the same order as the listed transactions appear on the monthly statement.
 - b. For meals, per the IRS and the City's auditor, all meals between employees or with staff for any reason must document the names of all attendees. See specific requirements and examples below:
 - Business Meals between Staff – Required Information: Names of staff attending, purpose of meeting, where, when.
 - Training with Staff – Required Information: Names of all attending the training, purpose of the training, where and when the training was held.
 - Meetings and Business Meals – Required Information: Names of all staff attending, names of any other person(s) in attendance, purpose of meeting or business meal, where and when.

Exceptions:

- Meetings with Staff, Consultant and External Committee Members or any combination of this: Name of all staff present, name of any/all consultants, engineers, architects, etc., present, name of the committee only (if applicable, e.g. EDC Board, Planning & Zoning Committee, etc.), and the agenda stating the purpose of the meeting.
 - Meals Provided for "Events" require just the explanation of the "event", when and where and a brief description of who was present (e.g. food for Police promotional ceremony).
- c. For credits, a print screen will be accepted as backup documentation, but receipts are best, if available. Credits must be explained and charged back to original account.
 - d. For "In and Out" transactions (i.e. transactions made in error and credited back within the same day), print screens will be accepted as backup documentation but receipts are best, if available. Such transactions must be explained, charged and credited to the same account and approved electronically.
 - e. For sales tax, charges must be either refunded by credit to the P-Card or reimbursed to the City – proof of reimbursement to the City must be attached to the P-Card statement.
 - f. For tips in excess of 20%, charges must be refunded to the City and proof of reimbursement to the City must be attached to the P-Card statement.

- g. For missing receipts, the Cardholder must attach to the P-Card statement a written memo signed by the Cardholder's Supervisor explaining the purchase transaction and listing the amount.
- 4. The Cardholder and the Cardholder's Supervisor (or above) must sign each statement, with a legible printed name written below the signature.
- 5. Signing the Cardholder's statement is verification that all transactions listed were made in compliance with this and all other city policies.
- 6. Failure to provide Purchasing with proper documentation and timely reconciliation will be considered an administrative violation of the Policy and subject to P-Card suspension and/or revocation.

G. Receipt of Goods & Payment / Dispute of Charges

1. Receipt of Goods & Services/Returning Item(s)

- a. The Cardholder is responsible for ensuring receipt of goods and services and for any follow up with the vendor to resolve any delivery problems, discrepancies or damaged goods.
- b. Returning Item(s): Items should be returned directly to the vendor by whichever means the vendor requires. The Cardholder is responsible for verifying proper credit is posted for any returned items. Cash refunds are not allowed.

2. Payment

- a. The City is fully responsible for P-Card payment and liability. The P-Card will not, in any way, affect the employee's personal credit.

3. Unauthorized Purchases and Fraudulent Charges

- a. All unauthorized purchases must be resolved in an appropriate method, so the City does not bear the cost of the purchase. Such purchases will be handled and resolved in accordance with the following procedure:
 - i. Cardholders will return the unauthorized item to the merchant for credit on the P-Card account and submit the itemized credit receipt as part of a monthly statement remittance.
 - ii. If the item cannot be returned, the Cardholder will be required to submit payment for the full amount of the purchase.
 - iii. In addition, an unauthorized purchase may subject the Cardholder to lower P-Card limits, disciplinary action, and/or revocation of P-Card privileges.
 - iv. Any fraudulent charges should be reported immediately. The P-Card will be cancelled by the issuing bank, and a new card will be issued. The cardholder will not have access to P-Card privileges until a new card has been received.

4. Discrepancies and Dispute Procedures

- a. The Cardholder is responsible for correcting any erroneous charges, disputed items, or returns. Disputed charges can result from failure to receive goods or services, fraud or misuse, altered charges, defective merchandise, incorrect amounts, duplicate charges, credits not processed, sales tax charged, etc.

- b. The Cardholder's first step in resolving an erroneous charge is to contact the vendor. (Note: By law, vendors are not permitted to bill a P-Card for purchases until the items have been shipped. Hotels may bill for first night.)

H. Cancellation & Renewal Of P-Cards

1. Lost or Stolen P-Cards

- a. It is the responsibility of the Cardholder to immediately report a lost or stolen P-Card.

2. Termination, Resignation or Re-assignment

- a. Upon notice of termination or resignation, it is the responsibility of the Supervisor and Human Resources to notify Finance immediately. In addition, the supervisor must retrieve the P-Card at such time and return to Finance.
 - i. The Cardholder is responsible for submitting all receipts to the Supervisor.
 - ii. The Cardholder's P-Card will be disabled on the date of resignation or notification of retirement, not the last day of employment.
 - iii. The Supervisor or designee is responsible for submitting the monthly statement with all receipts on time.
- b. Upon notice of staff re-assignment within the City, it is the responsibility of the Supervisor and Human Resources to notify Finance immediately. Finance will review specific P-Card requirements for that person and after discussion with the new supervisor, the P-Card may be cancelled, suspended, limits changed to reflect new responsibilities or MCC codes adjusted.

3. Renewal of Existing P-Cards

- a. Approximately 30 days prior to the expiration date of the card, the bank will automatically send a new card to Finance. Finance will notify Cardholders when the cards are ready to be picked up. Cardholders must turn in their old card to Purchasing in order to receive their new card. New cards must be picked up in person by the Cardholder.

I. Accountability

The cardholders and their appropriate supervisors are responsible for ensuring that this policy and procedure is adhered to. The Finance Department is responsible for monitoring and enforcement.

As a public entity, the City is expected to be able to demonstrate to the public that it has spent tax dollars wisely. All participants in the P-Card program are responsible for ensuring purchases made with the card will withstand the scrutiny of the press, public and internal audits. Therefore, Finance may conduct audits of all P-Card statements and review for the following:

1. Personal Misuse:

- a. Personal misuse includes the following:
 - i. Purchases of prohibited items
 - ii. Assignment, transfer, or "loaning" of an individual card to an unauthorized person,
 - iii. Use of a P-Card by a suspended or terminated employee, and
- b. When personal misuse is suspected, the Cardholder will immediately be notified by email their supervisor and Department Head will be copied.

- c. If Finance does not receive a response with one (1) business day, the card will be suspended and changed to reflect a zero-transaction limit and an email sent to the Cardholder, their supervisor, and Department Head.
- d. Based on the severity of the misuse, disciplinary measures – to be decided by the Department Head and City Manager – may include personnel action up to and including termination and legal action.

2. Administrative Infractions:

- a. Administrative infractions include the following violations related to the lack of proper and timely reconciliation of individual Cardholder accounts:
 - i. Transaction Missing Electronic Approval,
 - ii. Late Submittal of Monthly Reconciliation,
 - iii. Missing Itemized Receipt
 - iv. Missing Detailed Information
 - v. Transactions Including Sales Tax
 - vi. Transactions Including Tip Changes in Excess of 20% of the total bill.
- b. When administrative infractions occur, the Purchasing Office will email the Cardholder (and person designated as being responsible for compiling the Cardholder's monthly reconciliations), with a copy to their supervisor and Department Head in order to resolve the discrepancy prior to authorizing payment of the charge to the bank.
 - i. If the same infraction occurs three months in a row, the Finance Director will be notified and the Program Administrator will recommend and discuss with their Finance Director if any further action should be taken.
- c. Training will be provided to all P-Card users and administrative designees with the distribution of new P-Cards. Any administrative designee with an infraction within the first three months of use will be required to repeat the training.

3. Policy Violations:

- a. When violations are found, the Finance will email the Cardholder, with a copy to their supervisor and Department Head.
- b. The Purchasing Office will work with the Department Head to resolve the issue prior to payment of the transaction being authorized. In cases where policy exceptions are granted, a memo signed by the City Manager will be required.
- c. Personal charges shall not be made on the card. Improper use of the card may be consider misappropriation of City funds, which may result in disciplinary action, up to and including termination and criminal prosecution.

Section 5: Disposal of City Property

A. Property Disposal

Sometimes City property may outlive its usefulness and become unserviceable or obsolete. Before a department removes any property from service, the Department Head shall first determine if it can be transferred to another user department for continued service. If it is determined that a property item is no longer serviceable to the City, the Director shall request permission from the City Manager to dispose of the item.

Items may be disposed of by one of the following methods:

- Public auction
- Trade-in on new equipment
- Sealed bids
- Scrap material
- Destruction as unsalvageable
- Negotiated price by Council

In addition to the methods of disposal as listed above, the city may contract to convey property either to another governmental entity or a non-profit corporation in accordance with law providing that such entity or corporation agrees to use such equipment for public purposes.

The condition of the item to be salvaged or surpluses shall dictate the most advantageous method of disposal.

Section 6: Electronic Procurement

Chapter 252.0415(a) of the State of Texas Local Government Code allows for the receipt of bids or proposals through electronic transmission, provided the following rules ensure the identification, security, and confidentiality of the electronic bids or proposals. All electronic bids or proposals must remain effectively unopened until the proper time.

A. Identification

Invitations to Bid, Requests for Proposals, Request for Qualifications and Requests for Applications will be advertised and issued in the manner prescribed by law and the City's Purchasing Policy. A notification will be added to bid terms and conditions stating vendors should submit responses electronically through the City's website and/or third-party service provider's website at the appropriate electronic address listed. Such responses should be accessible only by a designated City employee with a password for such address and documentation of the time of access shall be maintained.

B. Security

At the specified bid closing time, a designated City employee will open all bids and the bid tabulation summary assembled from the City's website and/or by a third-party service provider's website.

By law a bid that is submitted non-electronically will be accepted and then entered electronically by a designated City employee after bid opening as stated in the bid or proposal document terms and conditions.

C. Confidentiality

A designated City employee will read aloud all bid responses received by closing time and date to any interested parties present at the bid opening.

After the tabulation of bids or proposals, City will post bid tabulations electronically on the City's website and/or a third-party service provider's website with a qualifying statement: "The tabulation listing of a bid should not be construed as a comment on its responsiveness or an indication that the City accepts such bid as responsive. After evaluating bids, proposals, applications, and statements of qualifications the City will post tabulations and award information, once available, online through the City's website and/or service provider's website."



City Council Agenda Item #[4.J]

Title: Consideration and possible action to approve Resolution No. 2025-2999 authorizing the police department to submit for Bullet-Resistant Components grant and approving the city manager as the authorized official.

Date: November 17, 2025

From: Chief Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends approval for the submission of the FY2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program Grant# 5465001 Titled Ballistic Vehicle Safety Project.

Item Summary: The grant announcement is to solicit applications from law enforcement agencies to equip motor vehicles used by peace officers with certain bullet-resistant components in response to HB 2217. There is no minimum, no maximum and no match requirement for this grant. This Resolution will authorize the police department to submit the grant, designate the city manager as the authorizing official, authorize the city manager to act on behalf of the city, and have the city agree to return funds for any misuse of funds.

Background Information: In the 89th legislation, HB 2217 proposed the creation of a state-administered grant program to enhance the safety of Texas peace officers. Specifically, the bill directs the Criminal Justice Division of the Office of the Governor to establish and oversee a funding program aimed at equipping motor vehicles used by law enforcement officers with bullet-resistant components. These components include windshields, side windows, rear windows, and door panels.

Special Considerations: Providing better safety for the officers.

Financial Impact: There is no match requirement as the grant funds 100%.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Resolution Grant5645001 Ballistic Vehicle Safety Project

RESOLUTION NO. 2025-2999

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, FOR THE GRANT FOR FY2026 BULLET-RESISTANT COMPONENTS FOR LAW ENFORCEMENT VEHICLES GRANT# 5645001 TITLED BALLISTIC VEHICLE SAFETY PROJECT, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

WHEREAS, the City of Freeport, Texas, hereinafter "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, the Local Government Code and the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, the City Council of the City of Freeport finds it in the best interest of and to benefit the health, safety, and welfare of the citizens of Freeport, that the city submit an application to the Office of the Governor of the State of Texas to receive a grant for the FY2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program Grant# 5465001 Titled Ballistic Vehicle Safety Project be operated for the Fiscal Year 2026-2027 and comply with all the conditions contained therein.

WHEREAS, City of Freeport agrees that in the event of loss or misuse of the Office of the Governor Funds, City of Freeport assures that the funds with be returned to the Office of the Governor in full.

WHEREAS, City of Freeport designates Interim City Manager Dan Pennington as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

First, that the City Council of the City approves submission of an application to the Office of the Governor, for a Grant for the FY2026 Bullet-Resistant Components for Law Enforcement Vehicles Grant Program Grant# 5465001 Titled Ballistic Vehicle Safety Project.

Second, that the City Council of the City designates The Freeport City Manager as the grantee's authorized official.

Third, that the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Fourth, the City agrees that in the event of loss or misuse of the Office of the Governor Funds, the City assures that the funds will be returned to the Office of the Governor in full.

Fifth, in the event any section or provision of this resolution 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 resolution and such remaining sections and provisions shall remain in full force and effect.

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

Seventh, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Chris Duncan, Interim City Attorney,
City of Freeport, Texas



City Council Agenda Item #[4.K]

Title: Consideration and possible action to approve the Chief of Police to enter into updated MOU with the Texas Department of Public Safety.

Date: November 17, 2025

From: Chief Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends approval authorizing the Chief of Police to sign an updated MOU with TXDPS.

Item Summary: TXDPS made updates to their system, TCIC, regarding stolen vehicle and license plates and discovered they do not have an updated MOU with the current chief.

Background Information: Nothing will change for our police department.

Special Considerations: None.

Financial Impact: None.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Agreement_20251105_0001

MEMO OF UNDERSTANDING REGARDING TCIC STOLEN
LICENSE PLATE
AND
TCIC STOLEN VEHICLE INFORMATION

1. This document constitutes an agreement between the Texas Department of Public Safety and a criminal justice or law enforcement agency, hereinafter referred to as the User Agency.

USER AGENCY: Freeport Police Department

ADDRESS: 430 N Brazosport Blvd.

Freeport TX, 77541

2. This agreement sets forth the duties and responsibilities for the Department of Public Safety and the User Agency.
3. The Department of Public Safety agrees to maintain, operate, and manage a file of vehicle license plate information exported from the Texas Crime Information Center (TCIC) for the use of the User Agency.
4. The Department of Public Safety will ensure that, except in extraordinary circumstances, the file will be updated hourly. The file name will incorporate the date and time the file was created.
5. The User Agency recognizes there are inherent limitations in matching against data updated hourly. Therefore, if the User Agency gets a "hit" on the exported TCIC information, the User Agency agrees to conduct a real-time check of TCIC records to confirm that the hit record still exists in the live TCIC file. The User Agency will follow all Texas Crime Information Center/National Crime Information Center (TCIC/NCIC) policies for handling hits.
6. The Department of Public Safety or the User Agency may, upon 30 days notice, in writing, terminate this agreement. User Agency correspondence regarding this agreement should be directed to:

Texas Department of Public Safety, MSC 0233
Crime Records Division, TCIC Operations
PO Box 4143
Austin, TX 78765-4143

7. The file of TCIC information is provided to the User Agency for criminal justice purposes only. Furthermore, the User Agency agrees that the file created by the Department remains a TCIC file and will handle the information in the file and all activities related to the information in the file according to existing and future TCIC/NCIC policies.
8. The User Agency agrees to indemnify and save harmless, to the extent the law allows, the Texas Department of Public Safety, its Director and employees from and against any and all claims, demands, actions and suits, including but not limited to any liability for damages by reason of or arising out of any false arrest or imprisonment or any cause of action whatsoever, arising out of or involving any negligence on the part of the User Agency or its employees in the exercise of enjoyment of the agreement.
9. No financial liability will be incurred by the Department of Public Safety by virtue of this agreement beyond monies available to it for the purpose of fulfilling this agreement.
10. Each party to this agreement agrees that it shall have no liability whatsoever for the actions and/or omissions of the other party's employees, or agents, regardless of where the individual's actions and/or omissions occurred. Each party is solely responsible for the actions and/or omissions of its employees, officers, and agents; however, such responsibility is only to the extent required by Texas law. Where injury or property damage result from the joint or concurring acts and/or omissions of the parties, any liability shall be shared by each party in accordance with the applicable Texas law, subject to all defenses, including governmental immunity. These provisions are solely for the benefit of the parties hereto and not for the benefit of any person or entity not a party hereto; nor shall any provision hereof be deemed a waiver of any defenses available by law.
11. No modification or amendment to this agreement shall become valid unless in writing and signed by both parties.
12. This agreement constitutes the entire agreement between the parties with regard to the matters made the subject of this agreement. There are no other verbal or written covenants, agreements, understandings, representations, warranties, or restrictions between the parties. No rights or obligations shall be implied.
13. Neither party may assign or transfer this agreement or any interest in this agreement without the written consent of the other party.
14. This agreement does not create any rights in any person or entity other than the Texas Department of Public Safety and the User Agency.

Please provide the following information regarding the User Agency's employee who will be the primary point of contact accessing the FTP site.

Agency ORI: TX0200500

User Name: Adrienne Probenl

User Phone Number: 979-239-1211

User Email Address: aprobenl@freepark-tx.us

Each person signing this agreement represents and warrants that he/she has full and complete authority to sign this agreement on behalf of the governmental entity.

In WITNESS WHEREOF, the parties hereto caused this agreement to be executed by the proper officers and officials.

**TEXAS DEPARTMENT OF
PUBLIC SAFETY**

USER AGENCY

By: 

Title: **Senior Director**

Printed Name: **Luz Dove**

By: _____

Title: _____

Printed Name: _____



City Council Agenda Item #[4.L]

Title: Consideration and possible action approving Ordinance No. 2025-2755 establishing written procedures to consider Ethics Complaints.

Date: November 17, 2025

From: Christopher Duncan

Staff Recommendation: I recommend that City Council pass the Ordinance to pass an Ethics Complaint Procedure.

Item Summary: Ordinance establishing written procedures to process Ethics Complaints.

Background Information: The City of Freeport has an Ethics Ordinance in place 2019-2567 that sets forth ethics rules and describes ethics violations. The ordinance provides that council members may be censured for violations. However, the ordinance does not contain specific procedures to process ethics complaints or provide penalties for ethics violations by members of city boards.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. ORDINANCE ETHICS 2025

ORDINANCE NO. 2025-2755

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; REVISING CHAPTER 100 OF TITLE IX OF THE CODE OF ORDINANCES, AMENDING THE ETHICS ORDINANCE FOR ALL APPOINTED OR ELECTED OFFICIALS, BOARDS AND COMMISSIONS, AS WELL AS EMPLOYEES WHEN REPRESENTING THE CITY OR DOING BUSINESS FOR THE CITY IN ANY CAPACITY; REQUIRING THAT SUCH ORDINANCE BE REVIEWED ANNUALLY; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS ADOPTION BY CITY COUNCIL.

Whereas, it is important that the public have confidence in the integrity of its government; and

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

Whereas, Sections 51.072 and 342.011 of the Local Government Code of Texas and Sections 2.01, 2.02 and 3.07, Item (u), of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance: and,

Whereas, the proper operation of government requires that all City Officials, including elected officers, appointed officers, boards and commission members, as well as employees be independent and impartial, and that governmental decisions and policy be made within the proper channels of the government structure; and

Whereas, the City adopted Ordinance #2019-2567 on February 19, 2019, establishing an ethics policy for all appointed or elected officials. boards and commissions as well as City employees; and,

Whereas, the City adopted Ordinance #2024-2726 on March 18, 2024, amending the ethics policy for all appointed or elected officials. boards and commissions as well as City employees; and,

Whereas, the ethics ordinance is required to be reviewed annually and considered for re-adoption; and,

Whereas, the intent of this ordinance is to maintain a set of general principles and guidelines pertaining to ethical conduct, responsibility, and duty; and

Whereas, the current ethics ordinance does not provide for a procedure to review, evaluate ethics violations and take action to enforce provisions of the ethics ordinance; and
Whereas, the City of Freeport desires to amend said ethics ordinance providing for a procedure to review, evaluate ethics violations and take action to enforce provisions of the ethics ordinance.

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

First, the present Ethics Ordinance as contained in Ordinance 2024-2726, also found in Chapter 100 of the Code of Ordinances of the City of Freeport, Texas, specifically Section 100.18 Penalty for Violation of Article, subsection (d) is hereby amended as part and heretofore shall read as follows:

(d) In the case of members of boards or committees, the matters shall be decided by a majority vote of the city council. The city council hereby adopts the following procedures to consider alleged ethics violations committed by members of boards or committees:

- (1) All claims of ethics violations under this section must be made in writing and delivered to the City Secretary;
- (2) The City Secretary shall immediately provide a copy of the written complaint to the City Manager and City Attorney;
- (3) The City Attorney shall investigate the claim, with the assistance and cooperation of the City Manager, gathering facts and comparing said facts to the legal provisions of the ethics ordinance. The City Attorney shall provide a copy of the complaint to the person alleged to have committed an ethics violation. The City Attorney shall have access to all investigative authorities of the City Council;
- (4) The City Attorney shall prepare a written report of his findings together with a recommendation to the City Council that the complaint is with or without merit. Copies of the report shall be also provided to the City Manager and City Secretary;
- (5) The recommendation of the City Attorney is advisory only, and a majority vote of the council shall determine if the complaint is with or without merit;
- (6) Should the City Council find that the complaint is with merit, the City Council shall conduct a public hearing on the allegation(s) and response. Such public hearing shall be held at either a regular or special called meeting of the city council, which shall be open to the public.
- (7) At the public hearing, the City Council will hear evidence concerning the ethics complaint. The complaining party shall present evidence in support of the allegation(s) contained in the notice of complaint. The party who is the subject of the complaint shall have the opportunity to present evidence to support his or her response to the allegations. The City Attorney may

additional present evidence. Evidence shall include testimony, documents, audio, visual, digital and all other categories of evidence. After receiving evidence at an open public meeting, the city council, after motion duly made and seconded, shall take a vote to sustain or deny the allegations. A majority vote the City Council shall be required to sustain the findings of an ethics violation committed by a member of a board or committee.

- (8) Upon finding that an ethics complaint is true, the City Council shall impose the penalty of removal without possibility of reappointment for a fixed term not to exceed 4 years;

Second, this ordinance shall take effect and be in force from and after its adoption.

READ, PASSED AND ADOPTED this _____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTESTED:

APPROVED AS TO FORM ONLY:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas



City Council Agenda Item #[6.A]

Title: Consideration and possible action approving a Resolution for the City Attorney agreement.

Date: November 17, 2025

From: Dan Pennington, Interim City Manager

Staff Recommendation: Authorize the Mayor to execute the Employment Agreement with Attorney Christopher Duncan for legal services as City Attorney under the terms outlined in the attached contract.

Item Summary: This item seeks formal approval of a three-year contract with Christopher Duncan to serve as City Attorney for the City of Freeport. The agreement establishes Mr. Duncan as an independent contractor, compensates him through a retainer and hourly fee structure, and outlines duties, termination provisions, and transition cost obligations.

Background Information: The City Charter authorizes the City Council to appoint a City Attorney. The proposed agreement appoints Christopher Duncan as City Attorney and allows him to designate other attorneys to assist. The attorney will provide litigation services, attend all City Council meetings, draft and review ordinances and contracts, advise City officials and staff, prosecute municipal court cases, and attend board meetings as needed. The term of the agreement is three (3) years from execution

Special Considerations:

- Attorney is classified as an independent contractor, not a city employee.
- Termination for “reasonable cause” requires written notice, detailed allegations, and consideration in executive session; the attorney has due process to respond.
- If terminated without cause, the City must pay a \$30,000 transition cost within 14 days. The agreement expressly states this is not a severance but is compliant with limits under Texas Senate Bill 2237 (2025).
- Extraordinary expenses for litigation, consultants, or special counsel must receive prior City approval.

Financial Impact:

- \$15,000 non-refundable retainer due upon contract execution.
- \$240 per hour rate for legal services, billed in quarter-hour increments and payable within 10 days of invoice.



- City bears all litigation and special project costs; any advanced expenses by the attorney must be reimbursed immediately.
- If Council terminates without cause, \$30,000 transition cost is due.

Board or 3rd Party Recommendation: Not applicable. This is a direct Council appointment under the City Charter, and no board or committee review is required

Supporting Documentation:

1. RESOLUTION APPROVE ATTORNEY CONTRACT
2. EMPLOYMENT CONTRACT 2025

RESOLUTION NO. 2025-3000

A RESOLUTION OF THE CITY COUNCIL OF FREEPORT, TEXAS MAKING SPECIFIC FINDINGS OF FACT, CONSENTING TO A CONTRACT WITH THE CITY ATTORNEY, AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT.

WHEREAS, on the City of Freeport issued both a Request for Qualifications and public notice of hiring to interview and appoint a City Attorney, under their authority contained in the City Charter ; and

WHEREAS, the City Council reviewed several proposals, resumes and application submitted; and

WHEREAS, the City Council conducted interview with potential applicants; and

WHEREAS, on November 3, 2025 the City Council approved the appointment of Christopher Duncan to the office of City Attorney, a city official under the City Charter and State Law; and

WHEREAS, the City Council has reviewed, negotiated and deliberated regarding the proposed contract to retain Christopher Duncan, attached to this Resolution and incorporated fully within; and

WHEREAS, the City Council finds that the retainer contained in the proposed contract is appropriate and paid to Christopher Duncan as compensation for lost opportunities to take other conflicting employment; and

WHEREAS, the City Council finds that the terms of the proposed contract are consistent with language contained in City Charter Section 4.06 that the city attorney serves “at the pleasure of the City Council”. The City Council further finds that this Agreement can be terminated with or without cause, pursuant to payment of transition costs set forth herein; and

WHEREAS, the City Council specifically finds that the amount of transition cost contained in the proposed contract is not a severance payment and if any portion is found to be a severance payment governed by Texas Senate Bill 2237 (2025), it does not exceed the statutory limit of such payments contained therein.

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

- Section 1. That the facts and recitations set forth in the preamble of this resolution and in the proposed contract be, and they are hereby, adopted, ratified, and confirmed.
- Section 2. The City Council approves the terms of the proposed contract.
- Section 3. The mayor is authorized to sign the proposed contract.
- Section 4. Notice of the agenda and conduct of this city council meeting were made in compliance with state law, including the Texas Open Meetings Act.

PASSED, ADOPTED AND APPROVED this ____ day of _____,2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas



FREEPORT POLICE DEPARTMENT

430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

OCTOBER 2025 REPORT

I. CALLS FOR SERVICE

2119 calls for service were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

II. INCIDENTS

116 cases were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

III. TRAFFIC CONTACTS

382 traffic stops were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

IV. ANIMAL CONTROL

128 animal control calls reported for the month.

V. CODE ENFORCEMENT

94 code enforcement violations reported for the month.
Citizen Serve report to follow.

VI. TRAINING

Training performed in accordance with the Texas Commission on Law Enforcement (TCOLE).
- Various training during the month for the department 472 hours.
- Officer L. Johnson completed his field training.

VII. COMMUNITY EVENTS

The police department participated in the following events for this month:

- October 1st Coffee with a Cop
- October 4th Community Clean Up
- October 7th National Night Out
- October 23rd Fright Night

The following are upcoming events:

- December 5th Holiday on the Brazos
- December 6th Blue Santa Pancakes and Christmas on Main
- December 15th Senior Citizen Christmas Party
- December 18th First Responder Parade

VIII. COMPLAINTS and COMPLIMENTS

Compliment over officers actions on a call for service.



Complaint over how officers spoke to individuals on a call for service, video was reviewed and it was determined the allegation to be unfounded.

IX. STAFFING

DISPATCHERS:

We hired one dispatcher, Lillian Bilbrey who started this month.

JAILERS:

We are full staff. .

ACOS:

We are full staff.

CODE ENFORCEMENT:

We hired one code officer, Patrick Robinson, who started this month. The second code officer will start in November.

CROSSING GUARDS:

We hired Robert Cramer who started this month.

POLICE OFFICERS:

We have 5 openings in patrol as we had one officer leave for the Constable's office for a permanent day time schedule.

PROMOTIONS:

None.

SPECIAL ANNOUNCEMENTS:

None.

Freeport Police Department

Monthly Call For Service CC

Printed on November 5, 2025

Description	Totals	
911 CALL	91	91
911 HANG UP	22	22
ABANDONED VEHICLE	3	3
ALARM - BUSINESS	26	26
ALARM - MEDICAL	4	4
ALARM - RESIDENTIAL	3	3
AMBULANCE CALL - FREEPORT	154	154
AMBULANCE CALL - OYSTER CREEK	13	13
AMBULANCE CALL - SURFSIDE	26	26
ANIMAL CONTROL - GENERAL	128	128
ASSAULT	6	6
ATTEMPT TO SERVE - WARRANT	11	11
AUTO THEFT	3	3
BAR CHECK	31	31
BROADCAST	9	9
CHECKED OUT	13	13
CITY ORDINANCE VIOLATION	1	1
CIVIL MATTER	15	15
CIVIL STANDBY	3	3
CLERK CHECK	92	92
CLOSE PATROLLING AREA	253	253
CLOSE PATROL REQUEST	2	2
CODE ENFORCEMENT	99	99
COMMERCIAL VEHICLE ENFORCEMENT	3	3
COURTESY TRANSPORT	2	2
CPS RELATED INVESTIGATION	17	17
CRASH - FLEET	1	1
CRASH - HIT & RUN	2	2
CRASH - MAJOR	3	3
CRASH - MINOR	21	21
CRIMINAL MISCHIEF	8	8
CRIMINAL TRESPASSING	6	6
DEBRIS IN ROADWAY	3	3
DELIVER MESSAGE	1	1
DISCHARGE FIREARM	1	1
DISORDERLY CONDUCT	1	1
DISTURBANCE PHYSICAL	19	19
DISTURBANCE VERBAL	22	22
DISTURBANCE WEAPONS	1	1
DUMPING ILLEGALLY	7	7
Duplicate Call	1	1
FIRE - ALARM	6	6

Description	Totals	
FIRE CALL	12	12
FIRE CALL MUTUAL AID	2	2
FLAGGED DOWN	8	8
FOLLOW UP	32	32
FOUND PROPERTY	5	5
FRAUD	4	4
GAS/CHEMICAL RELEASE	1	1
HARASSMENT	2	2
HOSPICE DEATH	3	3
INCIDENT REPORT	4	4
INSPECTION	3	3
JAIL DUTY	8	8
JAIL INSPECTION	42	42
JUVENILE COMPLAINTS	5	5
MENTAL HEALTH CALL/REFERAL	6	6
MISCELLANEOUS	40	40
MISSING JUVENILE	3	3
MISSING PERSON	2	2
MOTORIST ASSIST	14	14
NARCOTICS COMPLAINT	6	6
NOISE COMPLAINT	15	15
OPEN DOOR/WINDOW	6	6
OTHER AGENCY ASSIST	13	13
PARKING VIOLATION	2	2
POLICE ESCORT	1	1
PRISONER TRANSPORT	22	22
PUBLIC INTOXICATION	1	1
PUBLIC RELATIONS	1	1
RECKLESS DRIVER	15	15
REPORT DROPPED IN ERROR	11	11
REPOSESSION VEHICLE	15	15
RUNAWAY	1	1
SEX OFFENDER REGISTRATION	1	1
SPEAK WITH OFFICER	45	45
SPECIAL ASSIGNMENT	2	2
SPECIAL WATCH	4	4
SUBJECT CONTACT	29	29
SUSPICIOUS CIRCUMSTANCE	51	51
SUSPICIOUS NOISE	1	1
SUSPICIOUS SUBJECT	36	36
SUSPICIOUS VEHICLE	21	21
SWAT	1	1
TERRORISTIC THREATS	6	6
THEFT	13	13
TOWED VEHICLE	7	7
TRAFFIC COMPLAINT	18	18

Description	Totals	
TRAFFIC CONTROL	2	2
TRAFFIC STOP	349	349
UNWANTED SUBJECT	44	44
WARRANT CLASS B OR ABOVE	1	1
WARRANT MUNICIPAL	1	1
WATER / STREET DEPT CALLOUT	9	9
WELFARE CONCERN	14	14
	26	26
Totals	2119	2119

Freeport Police Department

Monthly Incidents CC

Printed on November 5, 2025

Reported	Case Number	Offenses	Description
10/01/25	FPD25-1170	CRIMINAL MISCHIEF >=\$750<\$2,500	CRIMINAL MISCHIEF
10/01/25	FPD25-1171	CITY WARRANT	TRAFFIC STOP
10/01/25	FPD25-1173	CITY WARRANT	PRISONER TRANSPORT
10/02/25	FPD25-1172	CREDIT CARD OR DEBIT CARD	AUTO THEFT
10/02/25	FPD25-1174	THEFT PROP >=\$30K<\$150K	THEFT
10/02/25	FPD25-1175		SUSPICIOUS SUBJECT
10/02/25	FPD25-1176	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
10/02/25	FPD25-1178	INCIDENT REPORT	NARCOTICS COMPLAINT
10/02/25	FPD25-1177	CAPIAS WARRANT	SUBJECT CONTACT
10/02/25	FPD25-1179	INCIDENT REPORT	ANIMAL CONTROL - GENERAL
10/03/25	FPD25-1180	CITY WARRANT	ATTEMPT TO SERVE - WARRANT
10/03/25	FPD25-1181	SEXUAL ASSAULT CHILD - rape	MISCELLANEOUS
10/03/25	FPD25-1182	INCIDENT REPORT	SPEAK WITH OFFICER
10/04/25	FPD25-1183	ASSAULT BY THREATS	TERRORISTIC THREATS
10/04/25	FPD25-1184	INCIDENT REPORT	HOSPICE DEATH
10/05/25	FPD25-1185	PUBLIC INTOXICATION	UNWANTED SUBJECT
10/05/25	FPD25-1186	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
10/05/25	FPD25-1188		SUSPICIOUS CIRCUMSTANCE
10/05/25	FPD25-1187	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
10/05/25	FPD25-1189	CRIMINAL TRESPASS	UNWANTED SUBJECT
10/06/25	FPD25-1190		REPORT DROPPED IN ERROR
10/06/25	FPD25-1191	OTHER JURISDICTION WARRANT;	TRAFFIC STOP
10/06/25	FPD25-1192	DUTY ON STRIKING UNATTENDED	CRASH - HIT & RUN
10/07/25	FPD25-1193	CITY WARRANT	SUSPICIOUS CIRCUMSTANCE
10/08/25	FPD25-1194	ILLEGAL DUMPING >5LBS<500LBS	DUMPING ILLEGALLY
10/09/25	FPD25-1195	DRIVING WHILE INTOXICATED	CRASH - MINOR
10/09/25	FPD25-1196	CRIMINAL TRESPASS	CRIMINAL TRESPASSING
10/10/25	FPD25-1197	POSSESSION OF DRUG	NARCOTICS COMPLAINT
10/10/25	FPD25-1198	THEFT-MAIL <=10 ADDRESSES	DISTURBANCE PHYSICAL
10/10/25	FPD25-1199	INCIDENT REPORT	DISTURBANCE PHYSICAL
10/10/25	FPD25-1200	FAIL TO COMPLY SEX OFF DUTY	SEX OFFENDER REGISTRATION
10/10/25	FPD25-1201	CITY WARRANT	PRISONER TRANSPORT
10/11/25	FPD25-1202	INCIDENT REPORT	ASSAULT
10/11/25	FPD25-1203	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
10/11/25	FPD25-1204	DRIVING WHILE INTOXICATED	RECKLESS DRIVER
10/11/25	FPD25-1205	HARASSMENT OF PUBLIC	ASSAULT
10/12/25	FPD25-1207	PUBLIC INTOXICATION	SPEAK WITH OFFICER
10/12/25	FPD25-1206	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
10/12/25	FPD25-1208	ASSAULT CAUSES BODILY INJURY	SPEAK WITH OFFICER
10/12/25	FPD25-1209	TERRORISTIC THREAT	TERRORISTIC THREATS
10/12/25	FPD25-1210	D.O.C. FIGHTING WITH ANOTHER	DISORDERLY CONDUCT
10/13/25	FPD25-1211	CITY WARRANT	PRISONER TRANSPORT
10/13/25	FPD25-1212		ANIMAL CONTROL - GENERAL

Reported	Case Number	Offenses	Description
10/13/25	FPD25-1213	TERRORISTIC THREAT CAUSE	911 CALL
10/13/25	FPD25-1214	CRIMINAL MISCHIEF >=\$100<\$750	SPEAK WITH OFFICER
10/13/25	FPD25-1215	INCIDENT REPORT	HOSPICE DEATH
10/13/25	FPD25-1216	INCIDENT REPORT	INCIDENT REPORT
10/14/25	FPD25-1217	INCIDENT REPORT	CRIMINAL MISCHIEF
10/14/25	FPD25-1218	CAPIAS WARRANT	PRISONER TRANSPORT
10/15/25	FPD25-1219	ASSAULT BY PHYSICAL CONTACT	AMBULANCE CALL - FREEPORT
10/15/25	FPD25-1220	THEFT OF SERV >=\$2,500<\$30K	SPEAK WITH OFFICER
10/15/25	FPD25-1221	INCIDENT REPORT	CODE ENFORCEMENT
10/15/25	FPD25-1222	INCIDENT REPORT	FOUND PROPERTY
10/15/25	FPD25-1223	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
10/16/25	FPD25-1224	DEATH INVESTIGATION	HOSPICE DEATH
10/16/25	FPD25-1225	INCIDENT REPORT	FOUND PROPERTY
10/16/25	FPD25-1226	INCIDENT REPORT	SPEAK WITH OFFICER
10/16/25	FPD25-1227	CITY WARRANT	WARRANT MUNICIPAL
10/17/25	FPD25-1228	THEFT PROP >=\$2,500<\$30K	THEFT
10/17/25	FPD25-1229	ILLEGAL DUMPING	DUMPING ILLEGALLY
10/17/25	FPD25-1230	TAMPER W/GOVERN RECORD	SUSPICIOUS CIRCUMSTANCE
10/18/25	FPD25-1231	DRIVING WHILE INTOXICATED	TRAFFIC STOP
10/18/25	FPD25-1232	INCIDENT REPORT	TERRORISTIC THREATS
10/18/25	FPD25-1233	THEFT PROP >=\$100<\$750	THEFT
10/18/25	FPD25-1234	TERRORISTIC THREAT AGAINST	SUSPICIOUS SUBJECT
10/18/25	FPD25-1235	ASSAULT BY PHYSICAL CONTACT	CRASH - MINOR
10/18/25	FPD25-1236	RESIST ARREST SEARCH OR	DISTURBANCE PHYSICAL
10/19/25	FPD25-1237	ASSAULT BY PHYSICAL CONTACT	UNWANTED SUBJECT
10/19/25	FPD25-1238	DRIVING WHILE INTOXICATED;	DISTURBANCE VERBAL
10/19/25	FPD25-1239	THEFT CLASS C	THEFT
10/19/25	FPD25-1240	INCIDENT REPORT	SPEAK WITH OFFICER
10/20/25	FPD25-1241	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
10/20/25	FPD25-1242	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
10/20/25	FPD25-1243	INCIDENT REPORT	FOUND PROPERTY
10/20/25	FPD25-1244	RESIST ARREST SEARCH OR	THEFT
10/20/25	FPD25-1245	CRIMINAL MISCHIEF >=\$100<\$750	DISTURBANCE VERBAL
10/20/25	FPD25-1246		REPORT DROPPED IN ERROR
10/21/25	FPD25-1247	AGG ASSAULT	ASSAULT
10/21/25	FPD25-1248	CITY WARRANT	NARCOTICS COMPLAINT
10/21/25	FPD25-1251	INCIDENT REPORT	SUSPICIOUS VEHICLE
10/21/25	FPD25-1249	UNL CARRYING WEAPON; THEFT	THEFT
10/21/25	FPD25-1250	INCIDENT REPORT	CRASH - FLEET
10/22/25	FPD25-1252	ILLEGAL DUMPING	DUMPING ILLEGALLY
10/22/25	FPD25-1253	OTHER JURISDICTION WARRANT	ATTEMPT TO SERVE - WARRANT
10/23/25	FPD25-1254	OTHER JURISDICTION WARRANT	TRAFFIC STOP
10/23/25	FPD25-1255	HARASSMENT; INCIDENT REPORT	HARASSMENT
10/23/25	FPD25-1256	OTHER JURISDICTION WARRANT	ATTEMPT TO SERVE - WARRANT
10/23/25	FPD25-1257	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
10/23/25	FPD25-1258	CRIMINAL MISCHIEF >=\$100<\$750	CRASH - MINOR
10/23/25	FPD25-1259	OTHER JURISDICTION WARRANT	SUSPICIOUS CIRCUMSTANCE

Reported	Case Number	Offenses	Description
10/24/25	FPD25-1260	OTHER JURISDICTION WARRANT	MOTORIST ASSIST
10/25/25	FPD25-1261	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
10/25/25	FPD25-1262	RESIST ARREST SEARCH OR	SUSPICIOUS SUBJECT
10/26/25	FPD25-1263	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
10/26/25	FPD25-1264	CRIMINAL TRESPASS	UNWANTED SUBJECT
10/26/25	FPD25-1265	INCIDENT REPORT	FOUND PROPERTY
10/26/25	FPD25-1266	EVADING ARREST DET W/VEH	RECKLESS DRIVER
10/26/25	FPD25-1267	CAPIAS WARRANT	PRISONER TRANSPORT
10/26/25	FPD25-1268	CAPIAS WARRANT	TRAFFIC STOP
10/27/25	FPD25-1269	CAPIAS WARRANT	PRISONER TRANSPORT
10/27/25	FPD25-1270	INCIDENT REPORT	INCIDENT REPORT
10/27/25	FPD25-1271	CAPIAS WARRANT	TRAFFIC STOP
10/27/25	FPD25-1272	INCIDENT REPORT	DISTURBANCE PHYSICAL
10/28/25	FPD25-1273	CITY WARRANT	PRISONER TRANSPORT
10/28/25	FPD25-1275	DEATH INVESTIGATION	AMBULANCE CALL - FREEPORT
10/28/25	FPD25-1274	CAPIAS WARRANT	PRISONER TRANSPORT
10/28/25	FPD25-1276	THEFT PROP >=\$100<\$750	THEFT
10/28/25	FPD25-1277	CAPIAS WARRANT	PRISONER TRANSPORT
10/29/25	FPD25-1278	CRIMINAL MISCHIEF	CRIMINAL MISCHIEF
10/30/25	FPD25-1279	DRIVING WHILE INTOXICATED	CRASH - MINOR
10/30/25	FPD25-1280	INJ CHILD/ELDERLY/DISABLED	FLAGGED DOWN
10/30/25	FPD25-1281	INCIDENT REPORT	WELFARE CONCERN
10/31/25	FPD25-1282	DRIVING WHILE INTOXICATED	TRAFFIC STOP
10/31/25	FPD25-1283	INCIDENT REPORT	CRIMINAL MISCHIEF
10/31/25	FPD25-1284	INCIDENT REPORT	CRASH - MINOR
10/31/25	FPD25-1285		THEFT

Total Records: 116

Freeport Police Department

Monthly Traffic Stops CC

Printed on November 5, 2025

Descriptions	Totals	
Arrest	12	12
Arrest; Written Warning Issued	2	2
Citation Issued	97	97
Handled By Officer / Deputy	7	7
Location Secured	1	1
Written Warning Issued	263	263
Totals	382	382

 Violation List (Custom)

Open From Date: 10/01/2025

Open To Date: 10/31/2025

Show Address: N

Exclude PattiFoster Files: Y

File#	Violation	Open Date	Status
25-002705	General - Water System Required	10/02/2025	Closed
25-002706	General - Water System Required	10/02/2025	Closed
25-002707	Vacant structures and land	10/03/2025	Closed
25-002708	Growth or accumulation of weeds, rubbish, and the like.	10/03/2025	Closed
25-002733	Residential - Permits Required	10/07/2025	Closed
25-002737	Growth or accumulation of weeds, rubbish, and the like.	10/08/2025	Closed
25-002737	Neglected Premises	10/08/2025	Closed
25-002737	Sidewalks, Alleys and Unpaved Right-of-Ways	10/08/2025	Closed
25-002737	Doors	10/08/2025	Closed
25-002737	Windows	10/08/2025	Closed
25-002743	Accessory Structures	10/08/2025	Open
25-002743	Residential - Permits Required	10/08/2025	Open
25-002092	Neglected Premises	10/08/2025	Closed
25-002744	Tampering with or destroying public facilities	10/08/2025	Closed
25-002745	Tampering with or destroying public facilities	10/08/2025	Closed
25-002746	Tampering with or destroying public facilities	10/08/2025	Closed
25-002747	Tampering with or destroying public facilities	10/08/2025	Open
25-002747	Discharge of Wastewater Restricted.	10/08/2025	Open
25-002752	Growth or accumulation of weeds, rubbish, and the like.	10/09/2025	Closed
25-002751	Neglected Premises	10/09/2025	Closed
25-002754	Growth or accumulation of weeds, rubbish, and the like.	10/09/2025	Open
25-002638	Interior Inspection is requested	10/10/2025	Closed
25-002638	Unsafe conditions (structural)	10/10/2025	Closed
25-002638	Unsafe condition (stairs and porches)	10/10/2025	Closed
25-002638	Unsafe condition (floor or roof)	10/10/2025	Closed
25-002638	Unsafe condtion (limit state of structures)	10/10/2025	Closed
25-002638	Unsafe condition (siding and masonry joints)	10/10/2025	Closed
25-002638	Unsafe condition (foundations)	10/10/2025	Closed
25-002638	Unsafe conditions (floors)	10/10/2025	Closed
25-002638	Unsafe conditions (floors components)	10/10/2025	Closed

25-002638	Doors	10/10/2025	Closed
25-002755	Growth or accumulation of weeds, rubbish, and the like.	10/10/2025	Closed
25-002755	Neglected Premises	10/10/2025	Closed
25-002756	Junked vehicles	10/10/2025	Open
25-002756	Residential Parking - Hard Surface	10/10/2025	Open
25-002756	Neglected Premises	10/10/2025	Open
25-002756	Motor Vehicles/Inoperable/Unlicensed	10/10/2025	Open
24-001864	Growth or accumulation of weeds, rubbish, and the like.	10/10/2025	Closed
24-001864	Neglected Premises	10/10/2025	Closed
24-001864	Sidewalks, Alleys and Unpaved Right-of-Ways	10/10/2025	Closed
24-001864	Doors	10/10/2025	Closed
24-001864	Exterior walls	10/10/2025	Closed
24-001864	Roofs and drainage	10/10/2025	Closed
24-001864	Doors	10/10/2025	Closed
25-002757	Junked vehicles	10/10/2025	Open
25-002761	Growth or accumulation of weeds, rubbish, and the like.	10/13/2025	Closed
25-002762	Growth or accumulation of weeds, rubbish, and the like.	10/13/2025	Open
25-002763	Growth or accumulation of weeds, rubbish, and the like.	10/13/2025	Closed
25-002734	Growth or accumulation of weeds, rubbish, and the like.	10/13/2025	Open
25-002764	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Closed
25-002765	Disposal of garbage	10/14/2025	Closed
25-002766	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Closed
25-002767	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Closed
25-002768	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Open
25-002288	Neglected Premises	10/14/2025	Open
25-002769	Parking for more than 48 hours Prohibited	10/14/2025	Closed
25-002769	Residential Parking - Vehicles Exceeding 25 Feet	10/14/2025	Closed
25-002770	Residential - Permits Required	10/14/2025	Open
25-002771	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Closed
25-002773	Neglected Premises	10/14/2025	Open
25-002775	Disposal of garbage	10/15/2025	Closed
25-002776	Growth or accumulation of weeds, rubbish, and the like.	10/15/2025	Open
25-002777	Residential - Permits Required	10/15/2025	Closed
25-002785	Disposal of garbage	10/16/2025	Closed
25-002786	Growth or accumulation of weeds, rubbish, and the like.	10/16/2025	Closed
25-002789	Growth or accumulation of weeds, rubbish, and the like.	10/17/2025	Open

25-002638	Doors	10/10/2025	Closed
25-002755	Growth or accumulation of weeds, rubbish, and the like.	10/10/2025	Closed
25-002755	Neglected Premises	10/10/2025	Closed
25-002756	Junked vehicles	10/10/2025	Open
25-002756	Residential Parking - Hard Surface	10/10/2025	Open
25-002756	Neglected Premises	10/10/2025	Open
25-002756	Motor Vehicles/Inoperable/Unlicensed	10/10/2025	Open
24-001864	Growth or accumulation of weeds, rubbish, and the like.	10/10/2025	Closed
24-001864	Neglected Premises	10/10/2025	Closed
24-001864	Sidewalks, Alleys and Unpaved Right-of-Ways	10/10/2025	Closed
24-001864	Doors	10/10/2025	Closed
24-001864	Exterior walls	10/10/2025	Closed
24-001864	Roofs and drainage	10/10/2025	Closed
24-001864	Doors	10/10/2025	Closed
25-002757	Junked vehicles	10/10/2025	Open
25-002761	Growth or accumulation of weeds, rubbish, and the like.	10/13/2025	Closed
25-002762	Growth or accumulation of weeds, rubbish, and the like.	10/13/2025	Open
25-002763	Growth or accumulation of weeds, rubbish, and the like.	10/13/2025	Closed
25-002734	Growth or accumulation of weeds, rubbish, and the like.	10/13/2025	Open
25-002764	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Closed
25-002765	Disposal of garbage	10/14/2025	Closed
25-002766	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Closed
25-002767	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Closed
25-002768	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Open
25-002288	Neglected Premises	10/14/2025	Open
25-002769	Parking for more than 48 hours Prohibited	10/14/2025	Closed
25-002769	Residential Parking - Vehicles Exceeding 25 Feet	10/14/2025	Closed
25-002770	Residential - Permits Required	10/14/2025	Open
25-002771	Growth or accumulation of weeds, rubbish, and the like.	10/14/2025	Closed
25-002773	Neglected Premises	10/14/2025	Open
25-002775	Disposal of garbage	10/15/2025	Closed
25-002776	Growth or accumulation of weeds, rubbish, and the like.	10/15/2025	Open
25-002777	Residential - Permits Required	10/15/2025	Closed
25-002785	Disposal of garbage	10/16/2025	Closed
25-002786	Growth or accumulation of weeds, rubbish, and the like.	10/16/2025	Closed
25-002789	Growth or accumulation of weeds, rubbish, and the like.	10/17/2025	Open

25-002784	Neglected Premises	10/17/2025	Open
25-002784	Junked vehicles	10/17/2025	Open
25-002798	Residential - Permits Required	10/17/2025	Closed
25-002803	Disposal of garbage	10/20/2025	Closed
25-002805	Disposal of garbage	10/20/2025	Closed
25-002816	Growth or accumulation of weeds, rubbish, and the like.	10/21/2025	Open
25-002818	General - Water System Required	10/21/2025	Closed
25-002826	General - Water System Required	10/23/2025	Closed
25-002770	Disposal of garbage	10/23/2025	Open
25-002828	Growth or accumulation of weeds, rubbish, and the like.	10/23/2025	Closed
25-002829	Removal of dog feces	10/23/2025	Closed
25-002839	Grass and Weeds	10/27/2025	Open
25-002838	Refrigerators	10/27/2025	Open
25-002868	Grass and Weeds	10/28/2025	Open
25-002869	Residential Parking - Hard Surface	10/28/2025	Open
25-002867	Grass and Weeds	10/29/2025	Open
25-002873	Residential - Permits Required	10/29/2025	Open
25-002880	Grass and Weeds	10/29/2025	Open
25-002890	Grass and Weeds	10/30/2025	Open
25-002891	Growth or accumulation of weeds, rubbish, and the like.	10/30/2025	Open
25-002892	Growth or accumulation of weeds, rubbish, and the like.	10/30/2025	Open
25-002894	Growth or accumulation of weeds, rubbish, and the like.	10/30/2025	Open
25-002897	Disposal of garbage	10/30/2025	Open
25-002898	Growth or accumulation of weeds, rubbish, and the like.	10/30/2025	Open
25-002896	Growth or accumulation of weeds, rubbish, and the like.	10/30/2025	Closed
25-002901	Accumulation of rubbish or garbage	10/31/2025	Open
25-002901	Infestation	10/31/2025	Open
25-002901	Residential - Permits Required	10/31/2025	Open
		Total Violations	94

Monthly Golf Course Report October 2025

With the start of the new fiscal year and the increase of \$10 to our green fees, I will closely monitor our rounds played as well as the revenue for our green fee, cart, and membership. As expected there was a little pushback from guests about the \$10 increase, as \$5 had previously been our highest increase in any given year. While the rounds stayed the same the first half of the month, we have seen a slight decrease towards the end of the month with Thursday being the biggest drop off day. I will monitor this through the first quarter to see how the rounds change.

With that being said we did have our best October to date. Our goal was \$84,500 and we ended at \$101,824. A big contributor was membership as we were \$5,000 over our goal and up \$2,000 from last October. I am seeing a few guests join the membership after the green fee rates increased. We did still beat out green goal by \$4,000 and our other categories stayed about the same from last year.

I have attached more detailed numbers, but overall we are off to a really good start. We do not have any events for the next two months as the holiday season is a time for us to focus on driving revenue through public play vs tournaments. Thanksgiving week and Christmas through New Year are some of our busiest days of the entire year when Mother Nature cooperates.

Thank you Brian

Golf Course Goals vs Actuals 2024-2025

Goal

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	33,000	33,000	33,000	26,000	25,000	45,000	50,000	50,000	50,000	50,000	50,000	50,000	495,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	10,000	9,000	9,000	7,000	8,000	13,000	13,000	12,000	13,000	12,000	12,000	12,000	130,000
Merchandise	14,000	14,000	14,000	12,000	11,000	19,000	19,000	19,000	19,000	17,000	16,000	16,000	190,000
Prep Food	1,000	1,000	1,000	1,000	1,000	2,000	2,000	2,000	2,000	2,000	1,500	1,500	18,000
Beer Sales	7,000	6,000	6,000	5,000	5,000	9,000	9,000	9,000	9,000	9,000	8,000	9,000	91,000
Drinks/Chips	3,500	3,500	2,500	2,500	2,500	5,000	5,000	5,000	5,000	4,500	4,500	4,500	48,000
Memberships	16,000	16,000	17,000	17,000	17,000	19,000	20,000	20,300	21,000	21,000	21,000	21,000	226,300
Total	\$84,500	\$82,500	\$82,500	\$70,500	\$69,500	\$112,000	\$118,000	\$117,300	\$119,000	\$115,500	\$113,000	\$114,000	\$1,198,300

Actual

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	37,426												37,426
Rec(taxable)	0												0
Golf Cart	10,530												10,530
Merchandise	18,677												18,677
Prep Food	1,241												1,241
Beer Sales	8,297												8,297
Drinks/Chips	4,066												4,066
Memberships	21,587												21,587
Total	\$101,824	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$101,824

Over/Under	\$17,324												\$17,324
-------------------	-----------------	--	--	--	--	--	--	--	--	--	--	--	-----------------

Rounds of Golf

Month	Fy2022-2023	Fy2023-2024	Fy2024-2025	Fy2025-2026
OCT	2692	2363	2798	2885
NOV	1153	2109	2557	
DEC	2028	2348	2749	
JAN	2125	1182	1627	
FEB	2176	2241	2539	
MAR	2961	3444	3881	
APR	2740	3285	3680	
MAY	2776	3461	3709	
JUN	3094	3378	3276	
JUL	3393	806	4554	
AUG	2811	3266	3471	
SEP	2897	2883	3366	

	30846	30766	38207	2885
--	-------	-------	-------	------



Memberships

Month	FY2022-2023	FY2023-2024	FY2024-2025	FY2025-2026
OCT	194	188	198	285
NOV	184	186	202	
DEC	186	189	210	
JAN	174	187	210	
FEB	178	198	234	
MAR	195	201	251	
APR	192	203	253	
MAY	196	211	254	
JUN	186	213	255	
JUL	162	201	286	
AUG	183	194	285	
SEP	187	205	266	



Revune for the fiscal years

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023	2023-224	2024-2025	2025-2026
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	76,592.04	\$ 74,167.03	\$ 92,617.00	\$ 101,824.00
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	\$ 33,383.62	\$ 63,177.89	\$ 81,367.00	
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	\$ 62,544.32	\$ 53,930.64	\$ 74,575.41	\$ 87,077.00	
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	\$ 56,651.51	\$ 47,116.31	\$ 61,756.57	\$ 36,937.26	\$ 55,071.00	
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	\$ 49,126.05	\$ 62,570.03	\$ 59,528.92	\$ 76,688.00	
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	\$ 91,891.25	\$ 111,901.00	\$ 123,147.00	
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	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	\$ 93,909.09	\$110,981.80	\$113,470.91	
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	\$ 86,160.00	\$ 103,122.90	\$ 119,008.00	
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	\$ 80,131.95	\$ 98,988.00	\$ 103,910.00	\$ 100,290.00	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 81,808.90	\$ 96,210.00	\$ 31,782.37	\$ 133,270.20	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	\$ 88,042.00	\$ 106,879.00	\$ 113,842.00	
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	68,991.57	\$ 106,996.00	96180.34	\$ 134,135.00	
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 812,966.41	950,429.24	\$973,143.92	\$1,229,983.11	\$101,824.00



Human Resources Monthly Report

Date: November 6, 2025

HR TEAM: Donna Fisher/Genesis Martinez

HR Services Team Priorities and Results for October 2025:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - **Lillian Bilbrey – Telecommunications Officer (Dispatcher) – Police Department**
 - **Seth Perez – Maintenance Technician I – Parks**
 - **Kenya Montanez – Maintenance Technician I – Parks**
 - **Kaela McAndrew – Recreation Attendant (PT) – Recreation Center**
 - **Jonathan Rappa – Recreation Attendant – Recreation Center**
 - **Patrick Robinson – Code Compliance Officer**
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had zero (0) employee terminations for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had three (3) employee separations in October. One from the Police Department, one from the Public Works Department, and one from the Golf Course.
 - **Internal Transfers/Promotions:**
 - Hope Bullman was promoted from Code Compliance Officer to Building Inspector in October
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Firefighter/EMT – Full and Part Time
 - Building Maintenance Lead Technician
 - Patrol Officer
 - Maintenance Tech I
 - Fire Marshal
 - Jailer
 - Patrol Corporal
 - Equipment Operator
 - Groundskeeper
 - **Recruiting Sources** include: City website, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.
- **Risk Management and Insurance Updates:**
 - **Unemployment Claims:** We had one (1) unemployment appeal during the month of October. This appeal is still pending and is being handled by the City Attorney

- **Workers Compensation Claims:** We had five (3) active Workers Comp. claim in October.
- **Family & Medical Leave Cases (FMLA)-** We had three (3) active FMLA cases in October.
- **Training/Development:** Assigned Sexual Harassment and Ethics training to new hires. Met with Public Works staff regarding prompt reporting of incidents/injuries
- **Benefits and Payroll:** Had remote meeting with Evergreen for Market Review of Salary Survey. Attended (online) TMRS webinar.
- **Recruiting:** Please see attached sheet for Applicant Stats for month of October. Ms. Martinez hosted meet and greet for City Manager candidates.
- **Community Involvement:** Ms. Martinez participated in Fright Night

Priorities for November:

- **Training/Development** – Follow up on assigned trainings. Ms. Martinez will attend HR Regional lunch meeting in Katy.
- **Benefits and Payroll:** Ms. Fisher and Ms. Martinez will participate in planning meetings with Department Heads involved in implementing Civil Service

Month of October 2025 Applicant Stats

Opened Jobs – 4

Closed Jobs – 4

New Applicants – 145

Interviewed – 10

Hired – 6

External – 6

Internal – 0

Views vs. Starts – 10.7%

Starts vs Completes – 40.9%

Application Source

Indeed – 57

Paper application – 18

Facebook - 21

City of Freeport website – 20

Other - 16

Qualified Applicants Source

TML – 1 (100%)

Employee Referral - 3 (100%)

Adzuna – 1 (100%)

Obra – 1 (100%)

ZipRecruiter Organic 1 (100%)

Total Applicants per Job

Recreation Attendant (FT) – 9

Building Maintenance Lead – 11

Public Works Maintenance Tech I - 60

Recreation Attendant (PT) - 21

Firefighter/EMT - 14

Qualified Applicants per Job

Building Maintenance Lead - 11

Public Works Maintenance Tech I - 47

Recreation Attendant (PT) - 15

Recreation Attendant (FT) - 6

Firefighter/EMT - 12



Jerry Cain
Mayor

Dan Pennington
Interim City Manager

PUBLIC WORKS MONTHLY REPORT

Date: October, 2025

From: Rudy Ragle, Director of Public Works

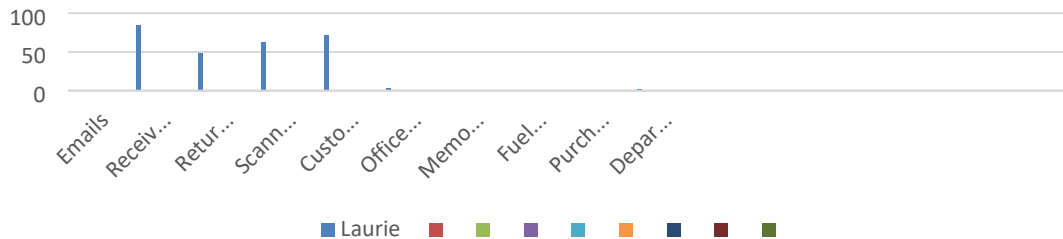
Administration Division:

Under the Direction of the Director of Public Works, this division manages the public works office, customer service, scheduling, reporting and public communication

Key Highlights This Month:

- Work Orders
- Communication
- E-mail

Administrative Assistant Monthly Report October 2025

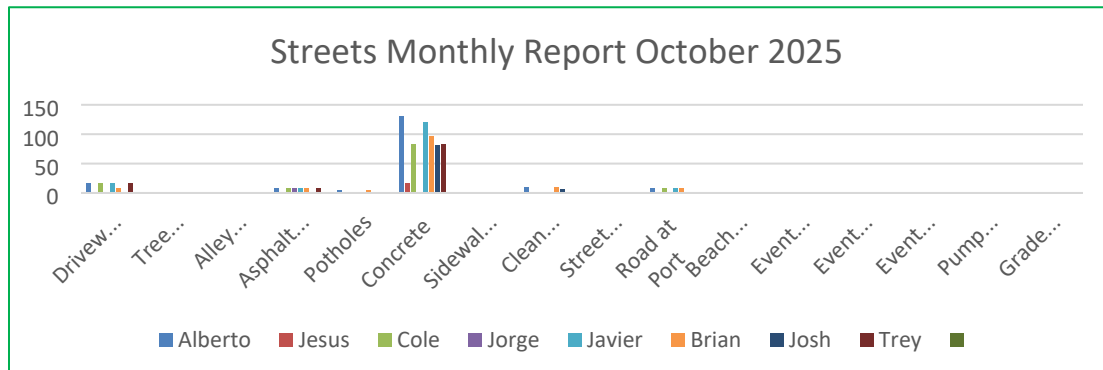


Streets Division:

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

Key Highlights This Month:

- Concrete Repairs
- Asphalt Repairs
- Repair sidewalk and curb

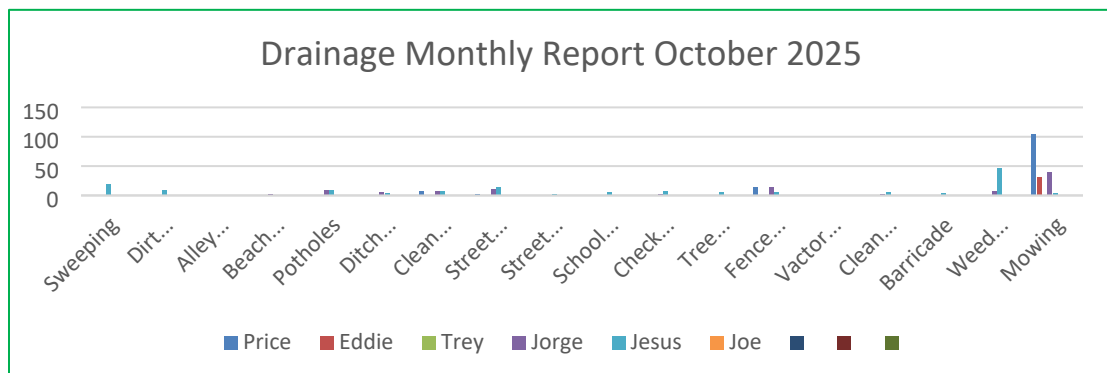


Drainage Division:

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

Key Highlights This Month:

- Sign replacement
- Mowing drainage areas
- Culvert installation



Cleaning culverts

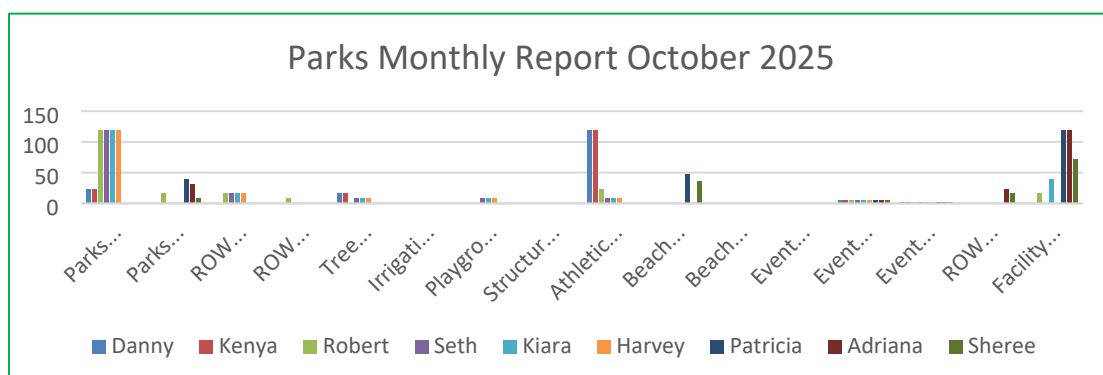


Parks Division:

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

Key Highlights This Month

- Mow Parks
- Fright Night
- Cleaning Facilities

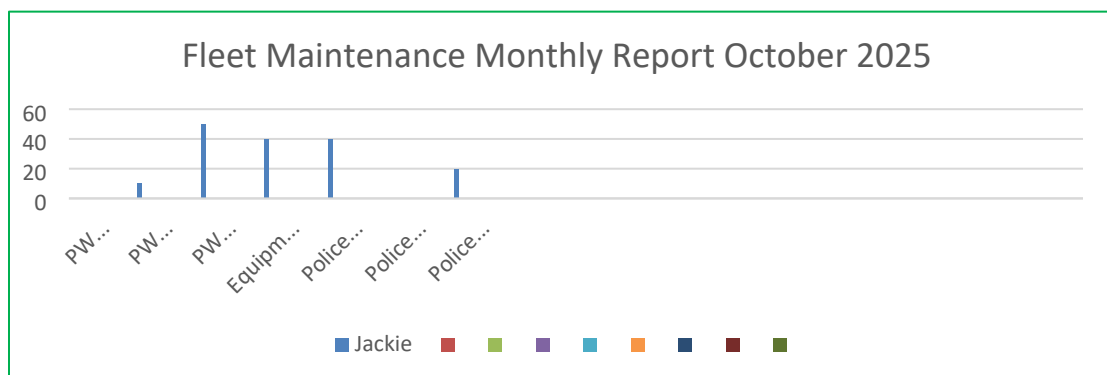


Fleet Division:

Under the direction of the Public Works Director, this division is responsible for all repairs and maintenance of the city's Fleet

Key Highlights This Month:

- Equipment Repair
- Routine Maintenance
- Repair tires

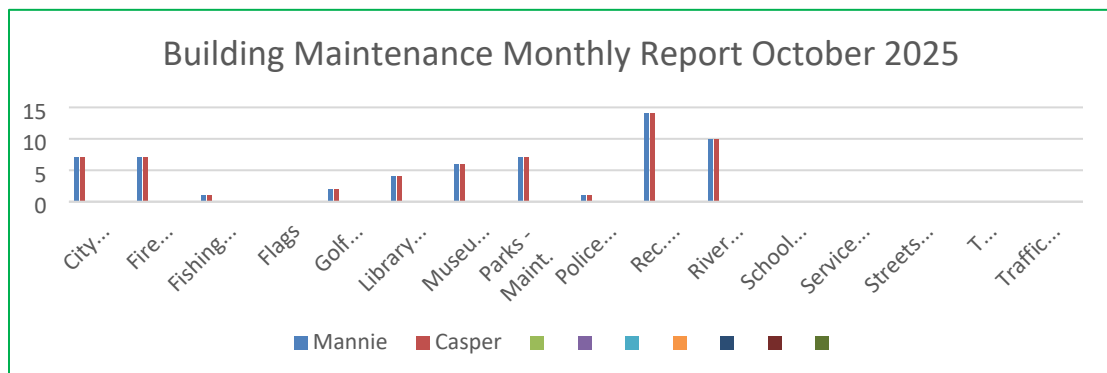


Building Maintenance Division:

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

Key Highlights This Month:

- Up keep on Multiple Buildings
- Rec. Center Maintenance
- Fire Station AC replacement



Recreation Division:

Under the direction of the Recreation Supervisor, the Recreation Division provides recreational services, special events, and programs to the Freeport community. This includes fitness classes, senior programs, youth activities, aquatics, facility rentals, and more.

October 2025

Program & Staff Updates

Staffing

- Fully staffed

Ongoing Programs

- **Zumba**
 - **Instructor:** 1
 - **Class Schedule:**
 - Mondays & Wednesdays: 8:30–9:30 a.m. and 6:00–7:00 p.m.
 - Fridays: 6:00–7:00 p.m.
 - Saturdays: 10:00–11:00 a.m.
- **Silver Sneakers** continues to support our senior fitness programming.



Events Summary

Held in October

- **Fright Night:** October 23rd
- **Parks & Rec Meeting:** October 24th

Upcoming or In Progress

- **December 5th:** Holiday on the Brazos 6-9 p.m.

Social Media Engagement Freeport Recreation Page

2025	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct		
People follow The Freeport Recreation page	4236	4238	4251	4273	4294	4331	4348	4353	4380	4410		



Revenue Report

Type of Pass	Quantity Sold
Adult Daily Pass	\$165
Child Daily Pass	\$12
Senior Daily Pass	\$0
Student Daily Pass	\$30

Monthly Membership Revenue

Membership Type	Revenue
Youth	\$10
Individual	\$700
Senior	\$140
Senior Family	\$0
Family	\$90



Membership Check- Ins

Membership Type	Check-Ins
Youth	8
Individual	196
Family	12
Senior	92
Senior Family	0
Silver Sneakers	11

Facilities

	Amount
Total Hours of Sports Field Use by Non-Profit Organizations	20
Paid Sports Field Rentals (Baseball & Softball Fields)	6
Facility Rentals (RiverPlace, VCH, FMP, Gazebos)	9





Current hours:

Monday - Friday: 8:00 AM - 7:00 PM
Saturday: 8:00 AM - 12:00 PM

**803 Mystery Harbor Lane,
Freeport, TX
(979) 233-6061**





HOLIDAY on the Brazos

December 5th, 2025
6:00 P.M. – 9:00 P.M.
Freeport Municipal Park
421 N Brazosport Blvd, Freeport, TX 77541

Vendors * Performers * Hot Cocoa
Petting Zoo * Inflatables

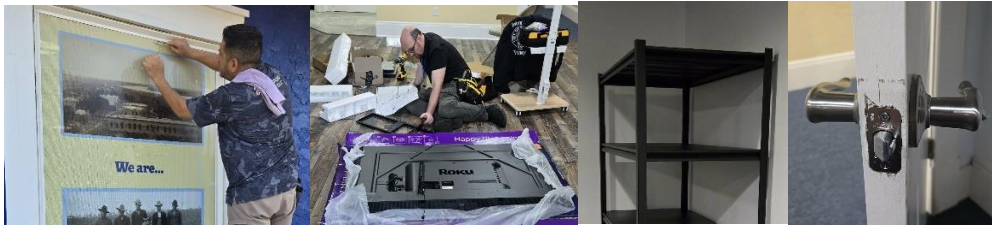
To become a vendor, please email
isabella.cespedes@freeporttx.gov
or call (979) 233 – 6061.





Director's Report
October 2025

October was spent completing renovations of the museum's new expansion space, the Nat Hickey Education Center. These 2,000 square feet of additional space includes a large front lobby for educational programming and community engagement, the museum's new collections room, restroom facilities, office space, and a dedicated IT room. The renovations included new tile, carpet, paint, and facility improvements.



On October 9th, Jordan Weaver – the Programs Coordinator of the Lake Jackson Historical Association – gave a lecture on the homes designed by Alden B. Dow inside of our Little Theater as part of our annual lecture series. On October 15th, Sandra Barnett made a significant artifact donation to the museum which consisted of old directories (phone books) and issues of the Freeporter spanning the 1950s to the 1970s. Museum staff worked to develop a full calendar for 2026 and participated in outreach events.



On October 28th, the Nat Hickey Education Center opened with a dedication and ribbon cutting hosted by the Brazosport Area Chamber of Commerce. Over 50 people attended with representatives from all across the county and local industries including Port Freeport, Freeport LNG, and many others. Subsequent media coverage resulted in two extremely positive articles in The Facts newspaper.



User	Activity Type Test	Completed Activities
Patti Foster	Building-Rental Inspection Program	42
Patti Foster	Building: Dangerous Structure	123
Patti Foster	Code Enforcement: Dangerous Structure	1
Patti Foster	Code Enforcement: Pool	2
Patti Foster	Code Enforcement: Premise	7
Patti Foster	Total Completed	175
Reginald Harris	Building: Building	2
Reginald Harris	Building: Driveway	1
Reginald Harris	Building: Electrical	16
Reginald Harris	Building: Mechanical	3
Reginald Harris	Building: Misc	1
Reginald Harris	Building: Sign	1
Reginald Harris	Online Document Upload	2
Reginald Harris	Online Permit Application	12
Reginald Harris	Permit Review	22
Reginald Harris	Total Completed	60
Yvette Ruiz	Building: Electrical	1
Yvette Ruiz	Building: Mechanical	2
Yvette Ruiz	Building: Plumbing	18
Yvette Ruiz	Online Document Upload	4
Yvette Ruiz	Online License Application	4
Yvette Ruiz	Online Message	5
Yvette Ruiz	Online Permit Application	13
Yvette Ruiz	Online Request	2
Yvette Ruiz	Total Completed	49
Community Development Total		284

Permit Type	Sub Type	Permit#	Issue Date	Permit Fee
Commercial Building Permit	Alter/Repair	CP25-000062	10/10/2025	250.49
Commercial Building Permit Total	Alter/Repair Total		1	250.49
Commercial Building Permit	New	CP25-000065	10/27/2025	158.99
Commercial Building Permit	New	CP25-000064	10/22/2025	405.21
Commercial Building Permit	New	CP25-000066	10/28/2025	396.99
Commercial Building Permit Total	New Total		3	961.19
Commercial Building Permit Total			4	1211.68
Electrical	Commercial	E25-000144	10/09/2025	28.25
Electrical	Commercial	E25-000149	10/23/2025	1122.79
Electrical Total	Commercial Total		2	1151.04
Electrical	Residential	E25-000143	10/08/2025	25
Electrical	Residential	E25-000141	10/03/2025	75
Electrical	Residential	E25-000147	10/17/2025	25
Electrical	Residential	E25-000142	10/06/2025	25
Electrical	Residential	E25-000148	10/22/2025	25
Electrical	Residential	E25-000146	10/16/2025	25
Electrical	Residential	E25-000150	10/29/2025	25
Electrical Total	Residential Total		7	225
Electrical Total			9	1376.04
Fire Permit	New	FIR25-000007	10/09/2025	532
Fire Permit Total	New Total		1	532
Fire Permit Total			1	532
Garage Sale Application	Garage Sale	GS25-000053	10/29/2025	0
Garage Sale Application	Garage Sale	GS25-000044	10/08/2025	0
Garage Sale Application	Garage Sale	GS25-000046	10/08/2025	0
Garage Sale Application	Garage Sale	GS25-000054	10/29/2025	0
Garage Sale Application	Garage Sale	GS25-000050	10/17/2025	0
Garage Sale Application	Garage Sale	GS25-000042	10/01/2025	0
Garage Sale Application	Garage Sale	GS25-000049	10/16/2025	0
Garage Sale Application	Garage Sale	GS25-000045	10/08/2025	0
Garage Sale Application	Garage Sale	GS25-000047	10/10/2025	0

Garage Sale Application	Garage Sale	GS25-000055	10/29/2025	0
Garage Sale Application	Garage Sale	GS25-000052	10/22/2025	0
Garage Sale Application	Garage Sale	GS25-000051	10/17/2025	0
Garage Sale Application	Garage Sale	GS25-000043	10/02/2025	0
Garage Sale Application	Garage Sale	GS25-000041	10/01/2025	0
Garage Sale Application Total	Garage Sale Total		14	0
Garage Sale Application Total			14	0
Mechanical	Residential	M25-000027	10/08/2025	70.24
Mechanical	Residential	M25-000030	10/17/2025	50
Mechanical	Residential	M25-000029	10/16/2025	92.68
Mechanical	Residential	M25-000031	10/20/2025	96
Mechanical	Residential	M25-000028	10/08/2025	70.24
Mechanical Total	Residential Total		5	379.16
Mechanical Total			5	379.16
Plumbing	Commercial	P25-000109	10/27/2025	367.5
Plumbing Total	Commercial Total		1	367.5
Plumbing	Residential	P25-000106	10/21/2025	40
Plumbing	Residential	P25-000111	10/31/2025	25
Plumbing	Residential	P25-000107	10/22/2025	25
Plumbing	Residential	P25-000105	10/21/2025	25
Plumbing	Residential	P25-000108	10/27/2025	25
Plumbing	Residential	P25-000110	10/31/2025	25
Plumbing	Residential	P25-000103	10/01/2025	25
Plumbing	Residential	P25-000104	10/17/2025	25
Plumbing Total	Residential Total		8	215
Plumbing Total			9	582.5
Residential Building Permit	Addition	RBP25-000303	10/10/2025	25
Residential Building Permit	Addition	RBP25-000281	10/03/2025	123.8
Residential Building Permit Total	Addition Total		2	148.8
Residential Building Permit	Alter/Repair	RBP25-000308	10/20/2025	25
Residential Building Permit	Alter/Repair	RBP25-000307	10/16/2025	60.4
Residential Building Permit	Alter/Repair	RBP25-000294	10/13/2025	832.5
Residential Building Permit	Alter/Repair	RBP25-000311	10/20/2025	48
Residential Building Permit Total	Alter/Repair Total		4	965.9
Residential Building Permit	Demolition	RBP25-000304	10/07/2025	50
Residential Building Permit Total	Demolition Total		1	50
Residential Building Permit	New	RBP25-000312	10/20/2025	25
Residential Building Permit	New	RBP25-000315	10/28/2025	59
Residential Building Permit	New	RBP25-000306	10/15/2025	42
Residential Building Permit	New	RBP25-000316	10/29/2025	42
Residential Building Permit	New	RBP25-000310	10/20/2025	56
Residential Building Permit	New	RBP25-000320	10/29/2025	59.2
Residential Building Permit	New	RBP25-000305	10/14/2025	42.38
Residential Building Permit	New	RBP25-000302	10/06/2025	67.5
Residential Building Permit	New	RBP25-000313	10/22/2025	99.4
Residential Building Permit	New	RBP25-000317	10/29/2025	50
Residential Building Permit	New	RBP25-000299	10/07/2025	91
Residential Building Permit	New	RBP25-000309	10/17/2025	54.8
Residential Building Permit	New	RBP25-000301	10/06/2025	67.5
Residential Building Permit	New	RBP25-000300	10/01/2025	40
Residential Building Permit	New	RBP25-000314	10/27/2025	67.95
Residential Building Permit Total	New Total		15	863.73
Residential Building Permit Total			22	2028.43
All Permits Total			64	6109.81