



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, FEBRUARY 5, 2024 AT 6:00 PM**

Mayor:

Brooks Bass

Council Members:

Jeff Pena

Jerry Cain

George Matamoros

Winston Rossow

City Manager:

Lance Petty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, FEBRUARY 5, 2024 AT 6:00 PM, AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

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>

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

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

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

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

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

1. Presentation for Employee of the Month, for the month of December 2023. **(Lance Petty)**

2. Presentation for annual TCOLE Racial Profiling Report 2023 **(Jennifer Howell)**
3. Presentation of the Investment Report for the Quarter Ending December 31, 2023 (First Quarter FY2024) **(Cathy Ezell)**

COUNCIL BUSINESS – REGULAR SESSION:

4. Consideration and possible action on the approval of City Council Meeting Minutes, from January 22, 2024. **(Clarisa Molina)**
5. Consideration and possible action approving the sale of Block 46, Lot 13. **(Laura Cramer)**
6. Consideration and possible action approving Ordinance No. 2024-2719 to add No Parking signs in the 1700 Block of Eight Street as a specific location where the stopping, standing or parking of vehicles is prohibited. **(Patti Veazey)**
7. Consideration and possible action approving Resolution No. 2024-2833 to substitute City Manager Lance Petty, for Tim Kelty, former City Manager, as the official for DJ-Edward Bryne Memorial Justice Assistance grant program for FY 2023-2024, mobile video equipment upgrade Grant # 4850101. **(Jennifer Howell)**
8. Consideration and possible action approving Resolution No. 2024-2834 to substitute City Manager Lance Petty, for Tim Kelty, former City Manager, as the official for Body Worn Camera Program for FY 2023-2024, body camera upgrade project grant #4840201. **(Jennifer Howell)**
9. Consideration and possible action approving Resolution No. 2024-2835 to substitute City Manager Lance Petty, for Tim Kelty, former City Manager, as the official for the Rifle-Resistant Body Armor Assistance grant program for FY 2023-2024, body armor upgrade Grant # 4793701. **(Jennifer Howell)**
10. Consideration and possible action approving Ordinance No. 2024-2720 extending the park hours to all city parks. **(Jennifer Howell)**
11. Discussion on updating City Ordinance 30.77 regarding loitering. **(Jennifer Howell)**
12. Consideration and possible action Approving Ordinance No. 2024-2721 for possible revision of Ordinance No. 2019-2567 establishing the City's Ethics Policy for all Elected and Appointed City Officials and all City Employees. **(Donna Fisher, Lance Petty)**
13. Consideration and possible action Approving Resolution No. 2024-2836 for annual re-affirmation of Ordinance 2024-2721 establishing the City's Ethics Policy for all Elected and Appointed City Officials and all City Employees. **(Donna Fisher, Lance Petty)**
14. Consideration and possible action ratifying the contract between the City of Freeport and the General Land Office (GLO), contract No. 24-065-007-E164. **(Cathy Ezell)**

15. Consideration and possible action approving a Master Professional Service Agreement with Kimley Horn Engineering. **(Lance Petty)**

WORK SESSION:

16. 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 Cain Ward B announcements and comments.
 - C. Councilman Matamoros Ward C announcements and comments.
 - D. Councilman Rossow Ward D announcements and comments.
 - E. Mayor Brooks Bass announcements and comments.
 - F. City Manager Lance Petty announcements and comments.

CLOSED SESSION:

17. Executive Session regarding a.) (Deliberations about Real Property) Deliberate agreement on property located at 1201 N. Avenue H pursuant to section 551.072 b.) (Personnel Matters) Update on investigation into complaints filed against Councilman Pena pursuant to section 551.074.

COUNCIL BUSINESS – REGULAR SESSION:

18. Take any action resulting from Executive Session.

ADJOURNMENT:

19. Adjourn

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

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

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

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

Clarisa Molina

Clarisa Molina,
City Secretary, City of Freeport, Texas





FREEPORT POLICE DEPARTMENT

430 N. Brazosport Blvd • Freeport, TX 77541 • 979.239.1211 • Fax 979.239.2075

Danny Gillchriest
Captain

Jennifer Howell
Chief of Police

Corey Brinkman
Lieutenant

TEXAS COMMISSION ON LAW ENFORCEMENT ANNUAL RACIAL PROFILING REPORT

I. LAW

This report is generated in compliance of the Texas Code of Criminal Procedure, Chapter 2, Article 2.131 – 2.138.

II. POLICY

The Freeport Police Department follows internal policy, 2.2 Bias Based Policing. This policy is recommended by the Texas Police Chief Association Best Practices Accreditation Program and was updated in 2023.

III. REPORTS

2023 Information generated by Brazos Technology
2023 Texas TCOLE SB 1187 Racial Profiling Report
2020-2023 Annual Statistical
2020-2023 Data Graphs

IV. CONCLUSION

The Freeport Police Department follows state laws and department policy. This report is to be submitted to the Texas Commission on Law Enforcement (TCOLE) annually to maintain compliance. The Freeport Police Department's software program generates the above listed reports from data that was entered as collected from traffic stops. The additional information is generated by the police department with information from the above listed reports, for comparison.



Freeport, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

01. Total Traffic Stops			
			3,499
			3,499
02. Location of Stop			
CITY STREET	75.74%		2,650
COUNTY ROAD	0.49%		17
PRIVATE PROPERTY OR OTHER	0.60%		21
STATE HIGHWAY	23.15%		810
US HIGHWAY	0.03%		1
Total	100.00%		3,499
03. Was Race Known Prior to Stop?			
N	99.54%		3,483
Y	0.46%		16
Total	100.00%		3,499
04. Race or Ethnicity			
ALASKA NATIVE/AMERICAN INDIAN	0.57%		20
ASIAN/PACIFIC ISLANDER	1.40%		49
BLACK	17.86%		625
HISPANIC/LATINO	35.35%		1,237
WHITE	44.81%		1,568
Total	100.00%		3,499
05. Gender			
FEMALE	ALASKA NATIVE/AMERICAN INDIAN	0.47%	6
	ASIAN/PACIFIC ISLANDER	0.63%	8
	BLACK	15.85%	201

Freeport, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

05. Gender			
FEMALE	HISPANIC/LATINO	33.04%	419
	WHITE	50.00%	634
		100.00%	1,268
MALE	ALASKA NATIVE/AMERICAN INDIAN	0.63%	14
	ASIAN/PACIFIC ISLANDER	1.84%	41
	BLACK	19.00%	424
	HISPANIC/LATINO	36.67%	818
	WHITE	41.86%	934
		100.00%	2,231
Total			3,499
06. Reason for Stop?			
MOVING TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.69%	17
	ASIAN/PACIFIC ISLANDER	1.51%	37
	BLACK	17.22%	422
	HISPANIC/LATINO	37.37%	916
	WHITE	43.21%	1,059
		100.00%	2,451
PRE EXISTING KNOWLEDGE	BLACK	12.50%	2
	HISPANIC/LATINO	43.75%	7
	WHITE	43.75%	7
		100.00%	16
VEHICLE TRAFFIC VIOLATION	ALASKA NATIVE/AMERICAN INDIAN	0.30%	3
	ASIAN/PACIFIC ISLANDER	1.22%	12
	BLACK	19.21%	189
	HISPANIC/LATINO	30.08%	296

Freeport, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

06. Reason for Stop?			
VEHICLE TRAFFIC VIOLATION	WHITE	49.19%	484
		100.00%	984
VIOLATION OF LAW	BLACK	25.00%	12
	HISPANIC/LATINO	37.50%	18
	WHITE	37.50%	18
		100.00%	48
Total			3,499
07. Was a Search Conducted?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.58%	20
	ASIAN/PACIFIC ISLANDER	1.39%	48
	BLACK	17.66%	608
	HISPANIC/LATINO	35.35%	1,217
	WHITE	45.02%	1,550
		100.00%	3,443
Y	ASIAN/PACIFIC ISLANDER	1.79%	1
	BLACK	30.36%	17
	HISPANIC/LATINO	35.71%	20
	WHITE	32.14%	18
		100.00%	56
Total			3,499
08. Reason for Search?			
CONSENT	HISPANIC/LATINO	100.00%	2
		100.00%	2
INCIDENT TO ARREST	BLACK	16.67%	1
	HISPANIC/LATINO	33.33%	2

Freeport, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

08. Reason for Search?			
INCIDENT TO ARREST	WHITE	50.00%	3
		100.00%	6
INVENTORY	ASIAN/PACIFIC ISLANDER	4.17%	1
	BLACK	16.67%	4
	HISPANIC/LATINO	54.17%	13
	WHITE	25.00%	6
		100.00%	24
NO SEARCH	ALASKA NATIVE/AMERICAN INDIAN	0.58%	20
	ASIAN/PACIFIC ISLANDER	1.39%	48
	BLACK	17.66%	608
	HISPANIC/LATINO	35.35%	1,217
	WHITE	45.02%	1,550
		100.00%	3,443
PROBABLE CAUSE	BLACK	50.00%	12
	HISPANIC/LATINO	12.50%	3
	WHITE	37.50%	9
		100.00%	24
Total			3,499
09. Was Contraband Discovered?			
N	ASIAN/PACIFIC ISLANDER	3.57%	1
	BLACK	10.71%	3
	HISPANIC/LATINO	53.57%	15
	WHITE	32.14%	9
		100.00%	28

Freeport, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

09. Was Contraband Discovered?			
Y	BLACK	50.00%	14
	HISPANIC/ LATINO	17.86%	5
	WHITE	32.14%	9
		100.00%	28
Total			56
10. Description of Contraband			
ALCOHOL	BLACK	33.33%	1
	HISPANIC/LATINO	66.67%	2
		100.00%	3
DRUGS	BLACK	52.38%	11
	HISPANIC/LATINO	9.52%	2
	WHITE	38.10%	8
		100.00%	21
OTHER	BLACK	33.33%	1
	HISPANIC/LATINO	33.33%	1
	WHITE	33.33%	1
		100.00%	3
WEAPONS	BLACK	100.00%	1
		100.00%	1
Total			28
11. Result of the Stop			
ARREST	BLACK	25.00%	3
	HISPANIC/LATINO	50.00%	6
	WHITE	25.00%	3
		100.00%	12

Freeport, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

11. Result of the Stop			
CITATION	ALASKA NATIVE/AMERICAN INDIAN	0.29%	3
	ASIAN/PACIFIC ISLANDER	1.25%	13
	BLACK	20.89%	217
	HISPANIC/LATINO	37.82%	393
	WHITE	39.75%	413
		100.00%	1,039
CITATION AND ARREST	BLACK	13.79%	4
	HISPANIC/LATINO	44.83%	13
	WHITE	41.38%	12
		100.00%	29
VERBAL WARNING	BLACK	20.00%	2
	HISPANIC/LATINO	30.00%	3
	WHITE	50.00%	5
		100.00%	10
WRITTEN WARNING	ALASKA NATIVE/AMERICAN INDIAN	0.71%	17
	ASIAN/PACIFIC ISLANDER	1.46%	35
	BLACK	16.53%	396
	HISPANIC/LATINO	34.14%	818
	WHITE	47.16%	1,130
		100.00%	2,396
WRITTEN WARNING AND ARREST	ASIAN/PACIFIC ISLANDER	7.69%	1
	BLACK	23.08%	3
	HISPANIC/LATINO	30.77%	4
	WHITE	38.46%	5
		100.00%	13
Total			3,499

Freeport, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

12. Arrest Based On			
OUTSTANDING WARRANT	BLACK	41.67%	5
	HISPANIC/LATINO	50.00%	6
	WHITE	8.33%	1
		100.00%	12
VIOLATION OF PENAL CODE	ASIAN/PACIFIC ISLANDER	5.88%	1
	BLACK	17.65%	3
	HISPANIC/LATINO	35.29%	6
	WHITE	41.18%	7
		100.00%	17
VIOLATION OF TRAFFIC LAW	BLACK	8.00%	2
	HISPANIC/LATINO	44.00%	11
	WHITE	48.00%	12
		100.00%	25
Total			54
13. Was Physical Force Used?			
N	ALASKA NATIVE/AMERICAN INDIAN	0.57%	20
	ASIAN/PACIFIC ISLANDER	1.40%	49
	BLACK	17.87%	625
	HISPANIC/LATINO	35.36%	1,237
	WHITE	44.80%	1,567
		100.00%	3,498
Y	WHITE	100.00%	1
		100.00%	1
Total			3,499
Was Arrest Due to Contraband Found?			
N	ASIAN/PACIFIC ISLANDER	2.13%	1
	BLACK	14.89%	7

Freeport, TX PD

Jan 1, 2023 - Dec 31, 2023

Texas TCOLE SB1187 Racial Profiling Report (2022)

PLEASE NOTE: This report is based on the format provided by the Texas Commission on Law Enforcement (TCOLE), current as of Dec. 14, 2022.

Was Arrest Due to Contraband Found?			
N	HISPANIC/LATINO	42.55%	20
	WHITE	40.43%	19
		100.00%	47
Y	BLACK	42.86%	3
	HISPANIC/LATINO	42.86%	3
	WHITE	14.29%	1
		100.00%	7
Total			54

Racial Profiling Report | Full

Agency Name: FREEPORT POLICE DEPT.
Reporting Date: 01/31/2024
TCOLE Agency Number: 039208

Chief Administrator: JENNIFER L. ERLANSON-HOWELL

Agency Contact Information:
Phone: (979) 871-0132
Email: jhowell@freeport.tx.us

Mailing Address:
430 N. BRAZOSPORT BLVD.
FREEPORT, TX 77541

This Agency filed a full report

FREEPORT POLICE DEPT. has adopted a detailed written policy on racial profiling. Our policy:

- 1) clearly defines acts constituting racial profiling;
- 2) strictly prohibits peace officers employed by the FREEPORT POLICE DEPT. from engaging in racial profiling;
- 3) implements a process by which an individual may file a complaint with the FREEPORT POLICE DEPT. if the individual believes that a peace officer employed by the FREEPORT POLICE DEPT. has engaged in racial profiling with respect to the individual;
- 4) provides public education relating to the agency's complaint process;
- 5) requires appropriate corrective action to be taken against a peace officer employed by the FREEPORT POLICE DEPT. who, after an investigation, is shown to have engaged in racial profiling in violation of the FREEPORT POLICE DEPT. policy;
- 6) requires collection of information relating to motor vehicle stops in which a warning or citation is issued and to arrests made as a result of those stops, including information relating to:
 - a. the race or ethnicity of the individual detained;
 - b. whether a search was conducted and, if so, whether the individual detained consented to the search;
 - c. whether the peace officer knew the race or ethnicity of the individual detained before detaining that individual;
 - d. whether the peace officer used physical force that resulted in bodily injury during the stop;
 - e. the location of the stop;
 - f. the reason for the stop.
- 7) requires the chief administrator of the agency, regardless of whether the administrator is elected, employed, or appointed, to submit an annual report of the information collected under Subdivision (6) to:
 - a. the Commission on Law Enforcement; and
 - b. the governing body of each county or municipality served by the agency, if the agency is an agency of a county, municipality, or other political subdivision of the state.

The FREEPORT POLICE DEPT. has satisfied the statutory data audit requirements as prescribed in Article 2.133(c),

Code of Criminal Procedure during the reporting period.

Executed by: JENNIFER L. ERLANSON-HOWELL
Chief

Date: 01/31/2024

Total stops: 3499

Street address or approximate location of the stop

City street	2650
US highway	1
County road	17
State highway	810
Private property or other	21

Was race or ethnicity known prior to stop?

Yes	16
No	3483

Race / Ethnicity

Alaska Native / American Indian	20
Asian / Pacific Islander	49
Black	625
White	1568
Hispanic / Latino	1237

Gender

Female	1268
Alaska Native / American Indian	6
Asian / Pacific Islander	8
Black	201
White	634
Hispanic / Latino	419
Male	2231
Alaska Native / American Indian	14
Asian / Pacific Islander	41
Black	424
White	934
Hispanic / Latino	818

Reason for stop?

Violation of law	48
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	12
White	18

Hispanic / Latino	18
Preexisting knowledge	16
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	7
Hispanic / Latino	7
Moving traffic violation	2451
Alaska Native / American Indian	17
Asian / Pacific Islander	37
Black	422
White	1059
Hispanic / Latino	916
Vehicle traffic violation	984
Alaska Native / American Indian	3
Asian / Pacific Islander	12
Black	189
White	484
Hispanic / Latino	296
Was a search conducted?	
Yes	56
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	17
White	18
Hispanic / Latino	20
No	3443
Alaska Native / American Indian	20
Asian / Pacific Islander	48
Black	608
White	1550
Hispanic / Latino	1217
Reason for Search?	
Consent	2
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0

Hispanic / Latino	2		
Contraband	0		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	0		
White	0		
Hispanic / Latino	0		
Probable	24		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	12		
White	9		
Hispanic / Latino	3		
Inventory	24		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	4		
White	6		
Hispanic / Latino	13		
Incident to arrest	6		
Alaska Native / American Indian	0		
Asian / Pacific Islander	0		
Black	1		
White	3		
Hispanic / Latino	2		
Was Contraband discovered?			
Yes	28	Did the finding result in arrest?	
		(total should equal previous column)	
Alaska Native / American Indian	0	Yes 0	No 0
Asian / Pacific Islander	0	Yes 0	No 0
Black	14	Yes 3	No 11
White	9	Yes 1	No 8
Hispanic / Latino	5	Yes 3	No 2
No	28		
Alaska Native / American Indian	0		
Asian / Pacific Islander	1		
Black	3		
White	9		
Hispanic / Latino	15		

Description of contraband	
Drugs	21
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	11
White	8
Hispanic / Latino	2
Weapons	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	0
Currency	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Alcohol	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	0
Hispanic / Latino	2
Stolen property	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Other	3
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	1
White	1
Hispanic / Latino	1
Result of the stop	
Verbal warning	10

Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	5
Hispanic / Latino	3
Written warning	2396
Alaska Native / American Indian	17
Asian / Pacific Islander	35
Black	396
White	1130
Hispanic / Latino	818
Citation	1039
Alaska Native / American Indian	3
Asian / Pacific Islander	13
Black	217
White	413
Hispanic / Latino	393
Written warning and arrest	13
Alaska Native / American Indian	0
Asian / Pacific Islander	1
Black	3
White	5
Hispanic / Latino	4
Citation and arrest	29
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	4
White	12
Hispanic / Latino	13
Arrest	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	3
White	3
Hispanic / Latino	6
Arrest based on	
Violation of Penal Code	17
Alaska Native / American Indian	0
Asian / Pacific Islander	1

Black	3
White	7
Hispanic / Latino	6
Violation of Traffic Law	25
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	2
White	12
Hispanic / Latino	11
Violation of City Ordinance	0
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	0
Hispanic / Latino	0
Outstanding Warrant	12
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	5
White	1
Hispanic / Latino	6

Was physical force resulting in bodily injury used during stop?

Yes	1
Alaska Native / American Indian	0
Asian / Pacific Islander	0
Black	0
White	1
Hispanic / Latino	0
Resulting in Bodily Injury To:	
Suspect	0
Officer	0
Both	0
No	3498
Alaska Native / American Indian	20
Asian / Pacific Islander	49
Black	625
White	1567
Hispanic / Latino	1237

Number of complaints of racial profiling

Total	0
Resulted in disciplinary action	0
Did not result in disciplinary action	0

Comparative Analysis

Use TCOLE's auto generated analysis	☒
Use Department's submitted analysis	☐

Optional Narrative

N/A

Submitted electronically to the



The Texas Commission on Law Enforcement

Annual Statistical Report Comparison

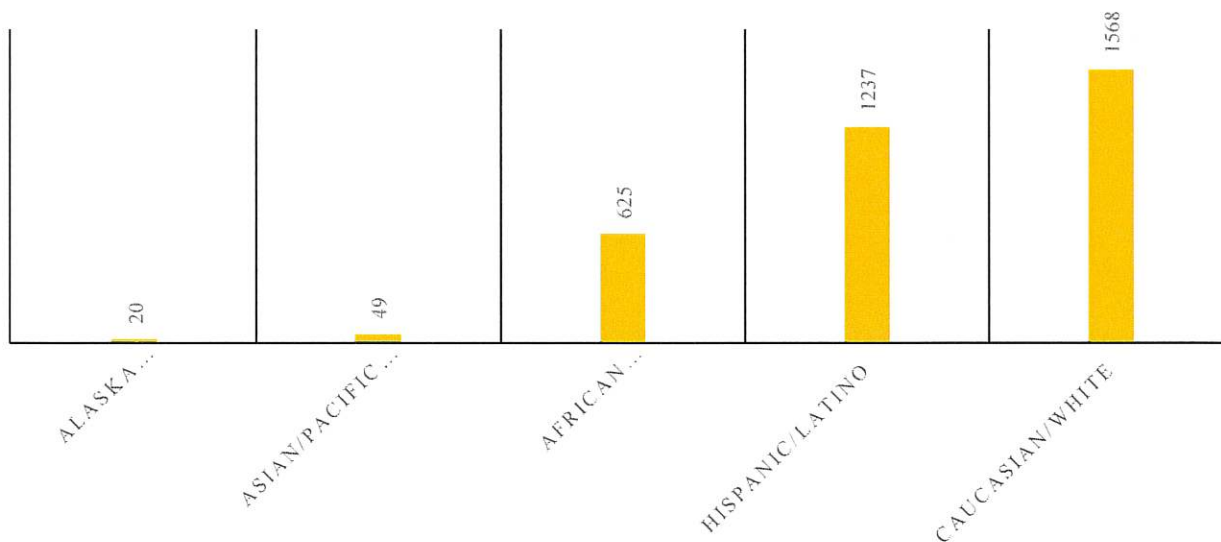
2020		
Race/Ethnicity	Total Contacts	Percentage %
Alaska Native/American Indian	9	0.34%
Asian/Pacific Islander	55	2.11%
African American/Black	462	17.70%
Hispanic/Latino	1076	41.23%
Caucasian/White	1008	38.62%
TOTAL	2610	100.00%

2021		
Race/Ethnicity	Total Contacts	Percentage %
Alaska Native/American Indian	19	0.52%
Asian/Pacific Islander	72	1.98%
African American/Black	571	15.67%
Hispanic/Latino	1373	37.67%
Caucasian/White	1610	44.17%
TOTAL	3645	100.00%

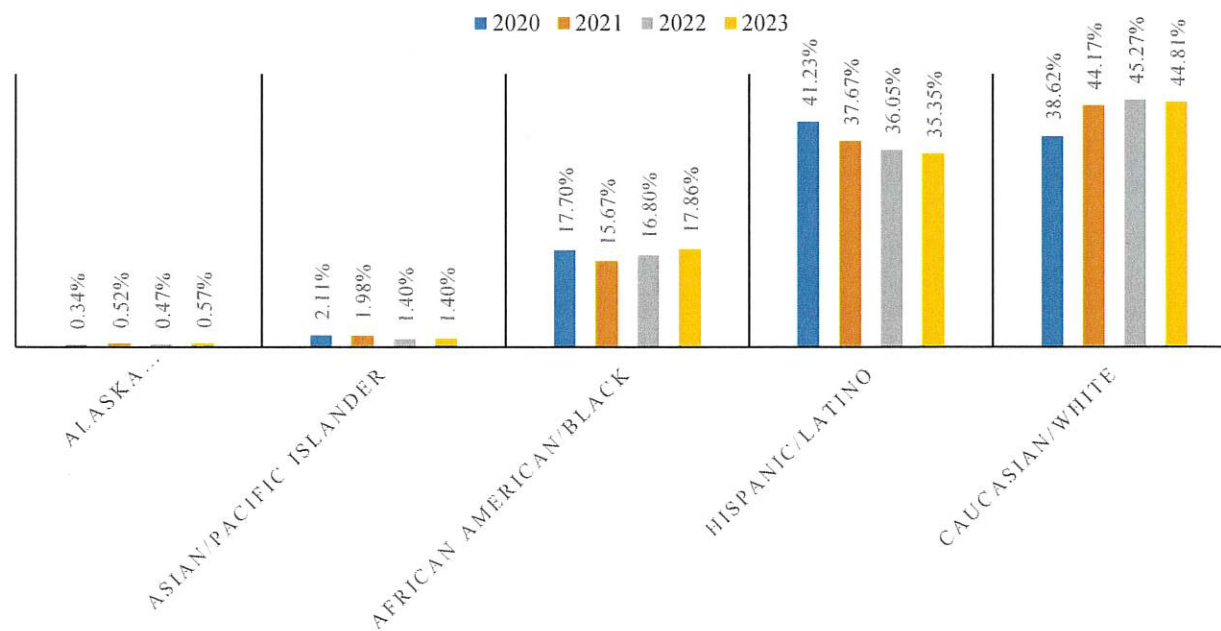
2022		
Race/Ethnicity	Total Contacts	Percentage %
Alaska Native/American Indian	19	0.47%
Asian/Pacific Islander	56	1.40%
African American/Black	673	16.80%
Hispanic/Latino	1444	36.05%
Caucasian/White	1813	45.27%
TOTAL	4005	100.00%

2023		
Race/Ethnicity	Total Contacts	Percentage %
Alaska Native/American Indian	20	0.57%
Asian/Pacific Islander	49	1.40%
African American/Black	625	17.86%
Hispanic/Latino	1237	35.35%
Caucasian/White	1568	44.81%
TOTAL	3499	100.00%

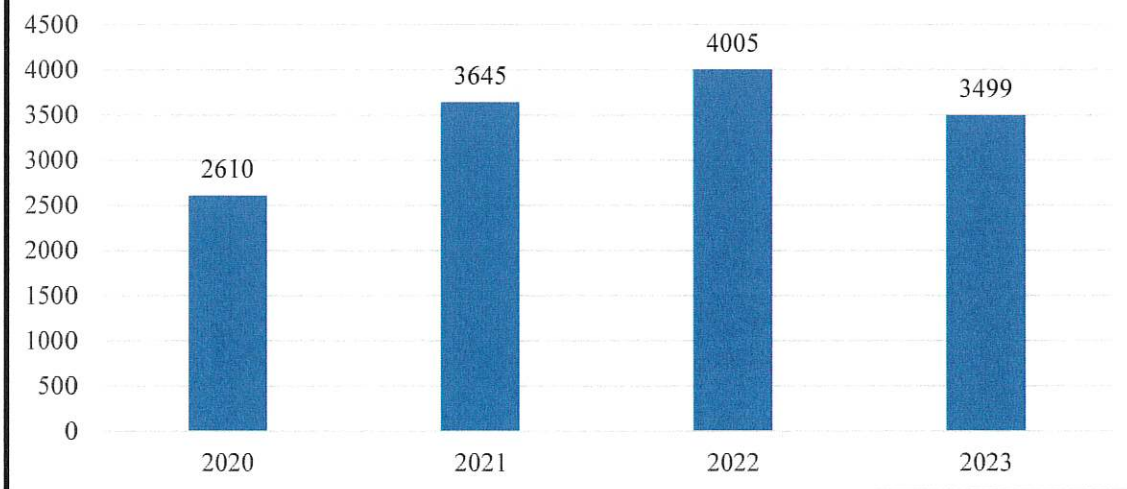
2023 TRAFFIC CONTACTS



ANNUAL COMPARISON



TOTAL TRAFFIC CONTACTS BY YEAR





Quarterly Investment Report
October 1, 2023 - December 31, 2023

G/L Account	Description	Book Value	Current Interest Rate	Yield to Maturity	Maturity Date	Days to Maturity	Beginning Market Value for Period	Changes to Market Value	Ending Market Value for Period	Interest Paid YTD
Cash in Demand Accounts										
99-101-000	Operating Account	\$ 11,081,908	5.42%	5.42%	Demand	1	\$ 11,338,208	\$ (256,300)	\$ 11,081,908	\$ 127,422
Total Cash in Demand Accounts		\$ 11,081,908					\$ 11,338,208	\$ (256,300)	\$ 11,081,908	\$ 127,422
Invested in Government Pools										
99-105-020	Texas Class	\$ 3,194,561	5.23%	5.23%	Demand	1	\$ 3,152,807	\$ 41,754	\$ 3,194,561	\$ 41,754
10-103-101	TexPool	13,234,932	5.37%	5.37%	Demand	1	13,057,501	177,431	13,234,932	177,431
Total Invested in Pools		\$ 16,429,493					\$ 16,210,308	\$ 219,185	\$ 16,429,493	\$ 219,185
TOTAL ALL INVESTMENTS		\$ 27,511,401					\$ 27,548,516	\$ (37,115)	\$ 27,511,401	\$ 346,607

Investment Category	Book Value	Percentage	Weighted Average Maturity (Days)
Cash in Demand Accounts	\$11,081,908	40.28%	1.00
Government Pools	\$16,429,493	59.72%	0.81
TOTAL	\$27,511,401	100.00%	0.88

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

The City requires its depository banks to provide collateral for all deposits in excess of Federal Deposit Insurance. At the end of the quarter, the market value of collateral pledged by Baker Bond Accounting to the City was \$17.02M, 160% of deposits.

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

Prepared By:	1/31/2024	
Cathy Ezell, Investment Officer	Date	
Verified By:	1/31/2024	
Ashlee Ferguson, Investment Officer	Date	

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, January 22, 2024 at 6:00 PM at the Freeport, Police Department, Municipal Court Room, 430 North Brazosport Boulevard Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Brooks Bass
- Councilman Jeff Pena
- Councilman Jerry Cain
- Councilman George Matamoros
- Councilman Winston Rossow

Staff:

- Lance Petty, City Manager
- Tommy Ramsey, Interim City Attorney
- Clarisa Molina, City Secretary
- Cathy Ezell, Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Chris Motley, Fire Chief
- Corey Brinkman, Police LT
- Rudy Ragle, Utility Manager
- Laura Cramer, GIS Manager
- Ana Silbas, Main Street Coordinator
- Brian Dybala, Golf Course Director

Visitors:	David McGinty	Tobey Davenport
	Nicole Mireles	Melanie Oldham
	Sam Reyna	Con McCleester
	Desiree Pearson	Diane McCleester
	Tom Pearson	Carol Parker
	Pamela Dancy	Mark Parker
	Keith Stumbaugh	Ron Bachman
	Karla Clark	Margaret Bachman

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER:

Mayor Bass called the meeting to order at 6:00P.M.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and Pledge was led by Councilman Rossow.

CITIZENS' COMMENTS:

Desiree Pearson resides on Front Street. She said she wanted to make sure that everyone was aware that Pam Dancy had somebody tell her they would move her carport for free. Ms. Pearson said Ms. Dancy turned that down. She said in her opinion and others, Ms. Dancy turned this down because then her show would be over. Ms. Pearson said Ms. Dancy liked to go up to the Council and call them names and all the negative things the Council does, but then she cries when the spotlight is on her. She said she just wanted to let everyone know that she could have her carport moved for free.

Tom Pearson resides at 110 South Front Street. He said Councilman Pena and childish props are normally late for all the City Council meetings, but will likely not put this on his social media platform. He said, as a proud stepdad, he wanted to give a background on Troy Brimage. Mr. Pearson said Troy Brimage graduated from Brazosport High School in 1989, after Alvin Police Academy was hired by Chief Baxton as a Patrol Officer, he was on the SWAT team and was promoted to Narcotics Sergeant. Mr. Pearson said Mr. Brimage was later captain in the reserve unit. He said Mr. Brimage then went to work for Lowe's and was promoted to be regional manager of safety and security, but that required relocating. He said Mr. Brimage loved Freeport, and his grandparents and great-grandparents were Freeport residents from the beginning of Freeport. He said, therefore, Mr. Brimage decided to be a business in Freeport and developed five business locations. Mr. Pearson said the Hooks location brought folks and boat traffic from other towns. He said bringing single family houses and bringing over \$60million to Freeport tax rolls. He said Troy was elected by the citizens of Freeport for two terms as Mayor and one term as City Councilman. He said Mr. Brimage was elected to the Brazosport school board, a team of high school coach to establish the anchor for that program, which is still being used. He said Troy purchased the former rock front apartments known for prostitution, drugs, and a safety hazard to the community. He said Mr. Brimage developed the Bridgepoint subdivision. He said Troy went into a 380 agreement with Freeport administration that simply stated if Bridgepoint brought in \$4.8 million in taxable revenue to the City of Freeport he would receive an incentive. He said Bridgepoint is currently on Freeport tax rolls for over \$8 million twice the agreement amount. He said then three City Councilman, Pena puppet Mario, Jerry Cain , and Jeff Pena voted to sue Bridgepoint and Troy. He said after almost two years of being charger over \$115,000 by attorneys hired by fired City attorney Chris Duncan, Freeport dropped the lawsuit. He asked why, after spending that much time and money, did the City drop the lawsuit? Mr. Pearson said after many costly depositions with previous City Councilmembers the truth came out, there was no justification in the lawsuit. He said the truth is Troy has served the City of Freeport since high school, brought the City of Freeport over \$16 million in taxable revenue. Mr. Pearson said he has never heard anyone including Pena puppet Mario, Jerry Cain, or Jeff Pena mention these numbers or Troy's service to Freeport prior to the vote to sue him. He said in fact he had not noticed any of them bringing any revenue or business to Freeport. He said he hopes Jerry Cain was just misled when he voted. He said Pena owns a building with bricks falling off the pedestrian sidewalk and has never paid his delinquent hotel motel taxes, as president of the EDC he squandered \$14,000 of tax money on the river market. Mr. Pearson said he had all the documents if anybody was interested. He said all he has witness Councilman Pena do is make the City Council meeting a laughingstock of Brazoria County. He said his hope for the future is Freeport City Elections is for folks to think about what has happened in Freeport and vote accordingly.

Manning Rollerson said he was not going to come with the hypocritical nonsense. He said Troy did nothing for this City but to fleece it and he had people to help him fleece it. He said he wanted to talk about the East End Troy promised to watch the backs of the people in the East End and shoved a knife in their backs. He said he is at the meeting to talk about Braztex LLC. He asked why does the Council always come to an agreement to give away the City's money and someone steals it. He said investigations on top of investigations and the truth is not given till the end of the day when it is found out about it. He said Troy did nothing for the City but tore it and he will not white wash it. He said he does not care if he graduated but he lives in Freeport. Mr. Rollerson said Mr. Brimage stabbed them in the back. He said lets not talk about Troy being an angel. He said Troy was a bad cop and engaged with raping Mr. Rollerson's wife in the 90's. He said Councilman Rossow does not need to pray to nobody because hell is where he will be at. Mr. Rollerson said he is a licensed preacher and a deacon but he will never sit up there and lie and deceive the people. He said if any of the Council that was involved

with Braztex LLC, Covarrubias and other, if they run again he would put them in prison.

Keith Stumbaugh said he is the spokesperson for the Concerned Citizens of Freeport. He said the CCF membership had approved the following statement to the Freeport City Council. He said given the recent events regarding the former City Manager, Tim Kelty's firing due to his making inappropriate payment to a contractor, and the fact of his predecessor's theft of city funds, the CCF would like to recommend to the City Council that some kind of limits or oversight be instituted in regard to the City Manager's ability to make large payments from city bank accounts. Mr. Stumbaugh said there are, of course, several ways that this could be accomplished and some of the ideas that were discussed included amending the City charter to change the city's employment structure by removing the finance director from under the supervision of the City Manager, and making them answerable only to the City Council. He said the other idea would be to revise the payment process to require the City Manager to consult with the Mayor or Assistant City Manager or City Council prior to making any payment over a certain amount. He said when this issue was first discussed last month, CCF member and former Freeport Mayor Jim Barnett mentioned that when he was Mayor from 1993 until 2005, he would go to City Hall every Friday afternoon to sit with the City Manager, and cosign all the checks going out, he said of course, times have changed, and hand signing checks may not be how the City pays its bills anymore, but there is no doubt that the principle of the Mayor being involved, and proving oversight in the process of disbursement of City funds, has merit. He said the point is that Freeport citizens are tired of the repeated mismanagement of City money by City Managers that make news headlines that put the City of Freeport in a bad light, and it is obvious that something needs to be done to address this problem. Mr. Stumbaugh said to please consider their request and figure out what the best solution is to this recurring problem and make the necessary changes to prevent this from happening again.

Sam Reyna resides at 2002 North Avenue G. He said any business that rents rooms is subject to the Hotel Occupancy Tax (HOT). The HOT assessed on the state and on the local level. He said the difference between the two is the threshold at which HOT is mandatory. Mr. Reyna said at the state level, HOT is owed for any room rented for more than \$15 per night, and at the local level, HOT is owed for any room rented for more than \$2 per night. He said the local HOT percentage depends on a given municipality but can range anywhere from 6% to 11% and is paid in addition to the state-mandated HOT of 6% of the per-day cost of a rented room. He said the payments are due on the 20th of each month for the HOT collected the previous month. Mr. Reyna said as an example HOT amounts collected in January will be due to the State of Texas by 20th of February. He said you would want to keep this monthly schedule in mind, as Texas reserves the right to levy some hefty penalty fines for late payments. He said submitting the HOA payment even one day late results in a \$50 fine, and one month late you will owe a 5% penalty, and two months late and that penalty jumps to 10% and the state also starts charging interests. He said engineering, licensing, and registration requirements enable local governments to create and maintain a database of dwelling units being operated as short-term rentals for code enforcement and transient occupancy tax collection in jurisdictions authorized to collect such taxes. Mr. Reyna said taxes on short-term rentals help generate revenue for communities sharing a portion of collected taxes with neighborhoods affected by short term rentals can fund community improvement projects. He said taxation and revenue sharing benefit both communities and local governments. He said house bill 2551. Relating to regulation of short-term rentals by municipalities and counties. He said on section 250.008 section E states a municipality or county shall apply a local law regulating land use to a short-term rental in the same manner as another similar property. He said a local law described by this subsection includes regulations on: residential use and other zoning matters, noise, property maintenance, and nuisance. Mr. Reyna said not only is the property owner not paying his taxes but the owner is not maintaining the building. He said he was talking about Ward A Councilman. He said the property owner is a sitting council member and should set an example by paying his HOT and maintaining his building. He said the bricks that fell off on the side of the building on Broad Street have not been replace and the scaffold used as a barricade is a safety hazard to pedestrians.

Karla Clark asked the Mayor to keep the people that are in the audience from stating bad things or rhetoric things to the people that are walking up. She said it should not be able to happen and it is being done every

single time. She said on the Velasco bridge and the Old River and Front Street they are two pieces of property owned there and neither one of them are owned by the City. She said she had given these documents from the Brazoria County records to the current City Manager to see if those records would be cleaned up to trading them into the city's name. She said the same issue is down on Ms. Lucy Ware's property that is going to be run into. She said these properties would have to be cleaned up and put in the City's name. She said if things are going to be executed that are going on in those areas it can not be taken if it is in the Velasco Drainage District's name. Ms. Clark said it can not be monitored if it is in the City of Velasco even though it may have been turned into the City of Freeport. She said these things need to be cleaned up before going into penalizing people or doing things to people and having people come there and talk about it. She said it would first have to be cleaned up from the City's side.

PRESENTATIONS/ANNOUNCEMENTS:

Wastewater Treatment Plant Status Update From Freese and Nichols Engineering

David Hunn of Freese and Nichols said they had been looking at reducing the costs as mentioned at the previous meeting due to the GLO requirements and went through a value engineering exercise. He said the cost of the project cannot be reduced more than 25%, so there is a cap on the value of the cost of engineering out of \$3,436,125. He said he had been working with the contractor on two electrical options to reduce the scope, the electrical equipment to make it outdoor panels, and cut those costs back, so there is a firm cost from them for the electrical to reduce that by \$1,665,000 for the outdoor panels. He said it would be \$1,289,300 for panels in a building adjacent to the plant. Mr. Hunn said both those were deferred with the chemical feed improvements. He said for the first one with the outdoor panels, the BID price could be reduced from \$13,774,500 to \$11,589,500. He said that with the building, it could be reduced to \$11,965,200. He said the grant funds have not been authorized but anticipate this will happen on Saturday, January 29th. He said at this point the bond funds will be available, and the project could be awarded, but until that happens, the project cannot be awarded without endangering the grant money. He said they also submitted a request for additional grant funding that is not likely, but they felt they needed to make the request just to see if a lot of other projects are running into this.

Mayor Bass asked what the deadline is for approving one of these BIDs? David Hunn of Freese and Nichols said the current deadline, the contractors have extended the BID to February 17th, so as it stands the next board meeting, would be the deadline. He said, however, the following board meeting is three or four days later. Mr. Hunn said he had talked to the contractor, and he had not formally agreed to, but the number of extensions they gave, but the contractor felt comfortable that they could extend another three or four days to get to the following Council meeting if that was necessary. Mr. Hunn said currently it would have to be awarded two weeks from today. Mayor Bass asked if there were more savings anticipated? Mr. Hunn said no, he had looked at the things that can be cut and the things that can not be cut but any other cuts would be getting to the performance of the plant.

City Manager Lance Petty asked if the cushion was left in the price in case issues come up when the project starts? David Hunn said yes, they change the order down to 25% of the total BID amount. Mr. Hunn said that way there is still some capital work where the things can come up during construction, they try to minimize and eliminate change orders, but they have to be prepared for that.

Mayor Bass asked if the \$11,589,500 included the cushion? David Hunn said yes, the savings of \$2,185,000 is well below the \$3,436,125 limit the 25% cap.

Councilman Cain asked how much grant amount was approved? David Hunn said the grant amount for construction of the plant was \$4,950,000.

Councilman Matamoros said the difference between options one and two is the building. Councilman

Matamoros asked what type of building? David Hunn said a masonry block building, a cinder block building with a concrete slab. Councilman Matamoros asked what type of roof? David Hunn said it would be a metal seam roof with a single slope is what was designed. Councilman Matamoros asked if it was for a 15 by 25 building? David Hunn said yes.

Mayor Bass said he appreciated Mr. Hunn for getting on this for as low as he could on this project and if he could still do a little more.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council Meeting Minutes, from January 8, 2024.

Consideration and possible action on the approval of road closures for Mardi Gras on Saturday, February 10, 2024.

Consideration and possible action on the approval of road closures for Community Resource Fair on Saturday, February 24, 2024.

Consideration and possible action approving the date change for the 2nd meeting in February from Monday, February 19, 2024 to Tuesday, February 20, 2024 for the President's Day Holiday.

Consideration and possible action approving Resolution No. 2024-2831 for the Joint Election Agreement and Contract for Election Services with Brazoria County and the City of Freeport.

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

COUNCIL BUSINESS – REGULAR SESSION:

Consideration and possible action on awarding Professional Engineering Services to Kimley Horn.

City Manager Lance Petty said staff sent out a request for qualifications and invited engineering firms to submit them for consideration to serve as City Engineers under a general services contract. He said at this time the recommended firm was Kimley Horn, whose office is in Houston. He said a detailed RFQ was prepared and sent out and nine firms responded. He said the proposals were reviewed and scored by a committee that included staff. He said the committee selected the 3 best proposals and invited those companies to make a presentation and be interviewed. He said all three firms were interviewed: Kimley Horn on December 21st, Adico on January 5th, and HDR Engineering on January 10th. Mr. Petty said Kimley Horn was selected to be the most qualified firm on the board to provide these services, and to have presented the best case to serve the City in this role. He said it was expressed to Kimley Horn during the interview process that the City wanted to be a priority and to turn the workaround quickly were the two areas that were focused on. Mr. Petty said he has been at places that have used Kimley Horn, and they always made those cities a priority and time to work around quickly and were real easy to work with.

Mayor Bass asked for more information on ADICO? City Manager Lance Petty said ADICO is a smaller firm, but during their presentation they did not note that any larger projects that came out, like the wastewater treatment plans and things like that, they would sub those out. Mayor Bass asked if they would be subbing out to a third party contract? City Manager Lance Petty said yes.

A motion was made by Councilman Cain to approve awarding Professional Engineering Services to Kimley Horn, seconded by George Matamoros with discussion that followed.

Councilman Pena asked if Freese and Nichols applied for this? City Manager Lance Petty said no. Councilman

Pena asked why did they not apply for this? City Manager Lance Petty said the communication to Mr. Kelty was that they had some change in the structure of their operations and were not going to be able to provide services to the City of Freeport. Councilman Pena asked if any of the services had been outsourced to third parties during their tenure as City engineers? City Manager Lance Petty said no. Councilman Pena asked City Manager Lance Petty if he had worked with these guys before and in what capacity? City Manager Lance Petty said yes and City engineer. Councilman Pena asked what City? City Manager Lance Petty said City of Saginaw. Councilman Pena asked what City Manager Lance Petty's role was at the time and if he had any problems with them? City Manager Lance Petty said superintendent and no to having any problems with them. Councilman Pena asked if the other BIDs were not equally as competitive? City Manager Lance Petty said HDR was close to being equally as competitive, but through the interview process Kimley Horn assured the City would be the priority and quick turnaround time on the projects. Councilman Pena asked Mr. Petty how he measures that assurance? City Manager Lance Petty said he had worked with Mike Shelton and Kimley Horn before and has had that experience working with them that they have always done that and they turn the work around quick. Councilman Pena asked if he did not have that kind of response with the current engineers? City Manager Lance Petty said no. Councilman Pena asked what the tipping point was between HDR and Kimley Horn? City Manager Lance said mainly the familiarity with the company Kimley Horn and working with them in the past on numerous projects, but both of them have a great arsenal of engineers. Councilman Pena said if the contract was awarded to them what does that spell for Freese and Nichols and quarterbacking of the sewer system would they be transferring that over to Kimley Horn or would they still continue to facilitate that? City Manager Lance Petty said under the contract that was signed they are required to finish the current projects that they are, Kimley Horn would immediately start working on the relocation of the lift station on the East End once the contract in place, this would be their first project they would have to tackle. Councilman Pena asked if they would touch the sewer? City Manager Lance Petty said no not the Wastewater Treatment Plant. Councilman Pena asked when Freese and Nichols completes the project who will be responsible for the engineering going forward would it be with Kimely Horn or is there assurance warranties with Freese and Nichols? City Manager Lance Petty said Freese and Nichols would be responsible for that.

Councilman Matamoros said he noticed Kimley Horn had done some work with the City of Lake Jackson. He asked if Lake Jackson was contacted to see if they were satisfied? City Manager Lance Petty said he could not get a hold of the City Manager there but did contact Michael Leach in Baytown, Morgan Early in Pearland, and Randy Newsome in Saginaw and they were all satisfied.

Councilman Pena asked if any letters of recommendations were given? City Manager Lance Petty said only referrals.

Mayor Bass called the motion to a vote, with all present voting "Aye" 4-1, motion passed. Councilman Pena voted "Nay".

Consideration of approving Ordinance No. 2024-2717 calling the Annual General Election for the City of Freeport for the first Saturday in May, being May 4, 2024 at which voters of said City residing in Wards B and D shall be permitted to vote for or against the candidates for positions B and D on the City Council of the City of Freeport and at which voters of said City shall elect at large a Mayor for said City.

City Manager Lance Petty said staff recommends adopting this Ordinance to hold the Election on May 4, 2024. He said the Ordinance calls for the election for Mayor and Council Person for Wards B and D, to be held on May 4, 2024, and establishes polling places and times for voting. He said this is a required action in accordance with state election law. City Manager Lance Petty said the cost of the election will be approximately \$3,000 based on previous elections.

Mayor Bass said he had reviewed this and had a couple of points he would like to make before he is comfortable with this. He said in *Section One: Election for Mayor and Wards B and D Called, pursuant to said Section 3.01, the Mayor and City Council hereby order and ordain, respectively, that an election required to be held in Wards B and D for Council Position B and D, now held by Jerry Cain and Winston Rossow,*

respectively, should also need to include and the *Mayor of the City*. Mayor Bass said he would also like a change in *Section Three (D): Applications and Filing Fees*. He said he knows the dates are from the Secretary of State, and the filing deadline is January 17, 2024, to January 16, 2024, however the form that has been used for years probably still has some language that should be removed because it says *An application may not be filed earlier than the ninety-first (91st) day before the day hereinabove specified for said election and must be filed not later than 5:00 o'clock p.m. of the sixty-first (61) day preceding the day hereinabove specified for said election, being January 17, 2024 and February 16, 2024, respectively*, those dates under his calculation would be February 3rd, 2024 through March 4, 2024, and that is not the same as from the Secretary of State. Mayor Bass said to take out the mention of the ninety-first day before and the sixty-first day preceding and for it to just say an application may not be filed earlier than January 17th, 2024 and must be filed no later than 5:00P.M. on February 16th, 2024.

Interim City Attorney Tommy Ramsey said if looking at the calculation of those dates, the 91st day should be 30 days before the deadline, and the deadline is the 78th day before the date of the election. He said this is unnecessary language and it would be clearer for everybody to just put those dates of January 17 and February 16.

Councilman Pena asked the deadline to file for any candidate in Ward B and D is February 16th and not March 4th? Mayor Bass said it is January 17, 2024 through February 16, 2024. Councilman Pena asked if this is the deadline to vote on the Ordinance or the deadline for somebody to apply? Mayor Bass said it is the deadline for somebody to apply. Councilman Pena asked, and after that all the candidates are in the bucket? Mayor Bass said yes that is correct. Councilman Pena asked if the Councilman from Ward C wanted to run for Mayor? Councilman Matamoros asked Councilman Pena to not use his title because he does not want it to be known or anything that he is running for Mayor. Councilman Matamoros said to Councilman Pena if he is going to run for Mayor from Ward A for him to announce it.

Mayor Bass asked if Councilman from Ward A and or Ward C desire to run for Mayor what would it do to their sitting position? Interim City Attorney Tommy Ramsey said assuming otherwise qualified to run, they meet all the general requirements to run for office, and it depends on how much time would be remaining in their term, if they have more than a year remaining it would need to go to an election to fill that seat, and if they have less than a year their remaining then Freeport's Charter prescribes that the Council would appoint their replacement, and if they decide not to appoint the replacement then they can decide to go to an election in lieu of that, but the Charter authorizes appointing a replacement for the remaining term.

Councilman Pena asked if a Councilman had less than a year for example Ward B or Councilman from Ward D decided to run for Mayor would they be required to forfeit their seat? Interim City Attorney Tommy Ramsey said yes, the State Constitution prescribes that when you announce, to run for an Office of Public Trust City Council and Councilmembers are considered and Office of Public Trust then you resign that office upon announcing their candidacy for the subsequent office, in practicality the ultimate issue to all of this is essentially the appointment process that comes in afterwards whether that has been adopted by the City, otherwise a special election is required to fill that seat. Interim City Attorney Tommy Ramsey said if there was an appointment the appointment would fill the seat and if there is no election and no appointment made, the member holds over until the appointment is made. Councilman Pena said so what would happen is that in the case of Ward B and D and if they were to declare their candidacy for another public office and in this case Mayor, they would forfeit their seat and the Council would appoint their replacement up until the May 4th election, and then after May 4th a special election would have to be held since that particular tenure or that office timetable has expired? Interim City Attorney Tommy Ramsey said the appointment would be made up until there is a time period prescribed in the the Ordinance, and the appointment is for the remainder of the seat. Councilman Pena asked if Council would appoint or leave the seat vacant? Councilman Pena said he is just trying to get some clarity on this because he had been asked these questions from various residents in various wards and he does not have answers, and is trying to understand what the options of the City are and for that

matter what the residents can hope to rely on in terms of being able to elect their representatives in their respective wards. Mayor Bass said if he filed an application January 17, 2024 before February 16, 2024 they would have the opportunity to elect or select the candidate of their choice if somebody else runs on May 4th, 2024. Councilman Pena asked if Ward B and D would declare that their candidacies is for another public office or another public seat will the Council appoint and also have an election for their seats or leave it vacant? Mayor Bass said there would not be an election for those seats because those seats are up in May 4th, 2024. Councilman Pena asked if after that a special election would have to be called? Mayor Bass said no because he is certain somebody would file for that election for that spot and that person would be then and with the election on May 4th, 2024, for the seats of Ward B and D and Mayor. Councilman Pena said so the Mayor is saying despite whether or not a Councilman from Ward B and D were to declare their candidacy for those wards there would still be an election for those wards? Mayor Bass said if Councilman Pena voted for this motion for the annual general election for the City of Freeport for the first Saturday in May, being May 4, 2024 then yes there will be an election on May 4, 2024. Councilman Pena said he wanted to get a verbal on that from Mr. Olson to clear that if in fact any of the candidates or any of the Council should declare their candidacy, that they the City would still hold elections for Ward B and D if Ward B and D should declare any candidacy for any public seats. Mayor Bass said if this Ordinance is passed that calls for an election on May 4, 2024 there will be an election for Ward B and D and Mayor. Interim City Attorney Tommy Ramsey said the City's options are what is under the charter with respect to appointment and for the election the City could order a special election if it is within the time periods, the city could also decide to appoint underneath the charter but he could not give any assurance speaking for the Council. Councilman Pena said he just wants to make sure that those appointments tenure would not last no longer than May 4, 2024. Interim City Attorney Tommy Ramsey said this would only be for the remaining portion of the term.

Councilman Cain asked if Councilman for Ward B whose seat is up in three months decides to run for Mayor, does Councilman from Ward B vacate his seat or does he continue until the election because at the election time at that point someone would be elected for Ward B position? Interim City Attorney Tommy Ramsey said they vacate the seat upon announcing for office, how that vacated seat is addressed is ultimately up to the Council's discretion under the ordinance.

Councilman Pena said he thought this was State Law. Interim City Attorney Tommy Ramsey said State Law authorizes Cities to adopt in the charter for terms longer than two years a provision that allowed appointment in the event of a vacated seat shorter than one year, and Freeport has adopted such a provision as frankly most cities have and so essentially State Law authorizes Cities to utilize the appointment process and does not require it.

Sam Reyna read Section 3.05- Mayor pro tem from the Charter when a vacancy occurs in the city council, the remaining members thereof, must, within ten days, appoint a qualified person to fill the unexpired term of such vacancy; provided, however, the city council shall not appoint more than one council member in any twelve-month period, and in the event of the occurrence of a vacancy in the city council within a twelve-month period in which a vacancy in the city council has been filled by the said city council, or in the event that more than one vacancy shall occur at the same time; then in such event a special election shall be held within 40 days from the date the last vacancy occurred, for the purpose of electing the successor or successors. In the event that the mayor and mayor pro tem should resign at the same time, the remaining members of the city council, or any of them, shall have the right and power to issue legal notice of such election to be so held, and to elect and appoint election officials. Should all positions on the city council become vacant at one time, then in such event, the county judge of Brazoria County, Texas, is hereby empowered and directed to issue notice of such special election for and on behalf of said city, and to appoint qualified persons as election officials.

Karla Clark resides at 411 Sailfish said in the last vacancy in Ward D, the City Council chose to not appoint someone and they called for a special election. She asked so would that not set a pretend over whatever the Charter had said about appointment or is it up to the Council?

Mayor Bass said it is up to the Council.

City Manager Lance Petty said on Page 82 it was noticed that Angleton was left off for a voting poll on the spanish version, and this correction was made.

A motion was made by Councilman Pena to table this item to review all the changes for the next meeting if time allows to do that. Motion died due to a lack of a second.

A motion was made by Mayor Bass to approve Ordinance No. 2024-2717 with the changes recommended in its entirety, seconded by Councilman Matamoros with all present voting "Aye" 4-1 motion passed. Councilman Pena voted "Nay".

Consideration and possible action regarding the recommendations of the Freeport Charter Review Committee to place items for consideration on the upcoming ballot for the Freeport Elections in May of 2024.

Mayor Bass said these recommendations were from last year but Councilman Pena and Councilman Muraira wanted to wait until the seat for Ward D was filled to be able to participate. Mayor Bass said he appreciates the Charter Review that was led ably by Sam Reyna, and it is a thankless job, and he appreciated him for doing that. Mayor Bass said it is a dry job, it is not like the Planning Commission or the Board of Adjustments, but it is something that has to be done, and he appreciates everybody that took the time to participate with Sam Reyna and all the committee members.

Mayor Bass read the recommendations of the Freeport Charter Review Committee which are as follows:

- 1. Shall the Charter be amended to authorize City Council to correct spelling, grammar, and punctuation errors in the Charter?*
- 2. Shall the Charter be amended to provide that the filling of a vacancies on City Council be consistent with Article 11, Section 11 of the Constitution?*
- 3. Shall the Charter be amended to authorize City Council to update all references to in the City's Charter to current State Law?*
- 4. Shall the Charter be amended to authorize City Council to update all references to City Clerk to now read City Secretary?*
- 5. Shall the Charter be amended to authorize City Council to make all references to persons or positions gender neutral?*
- 6. Shall Section 3.14 of the Charter be amended to accurately reflect the City's annual audit requirements under State Law?*
- 7. Shall Section 3.15 of the Charter be amended to require the City Manager to publish the quarterly financial statement within forty-five (45) days of the close of each quarter?*
- 8. Shall the Charter be amended to require the Chief of Police to establish a place of residency within 30 miles from the City?*
- 9. Shall the Charter be amended to update the qualifications and duties of the Health Officer to reflect current City practice and the role of a Municipal Health Officer?*
- 10. Shall the Charter be amended to require the Fire Chief to act as the chief administrative officer of the*

department of Fire and EMS and to establish a place of residency within 30 miles from the City?

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

12. Shall the Charter be amended to remove the use of the word “slum districts” and replace with “substandard structures”?

13. Shall the Charter be amended to update personal interest prohibitions to be consistent with Chapter 171 of the Texas Local Government Code?

14. Shall the Charter be amended to update claims for damages against the City to be consistent with current State law?

15. Shall the Charter be amended by removing this obsolete section concerning Interim Municipal Government?

16. Shall the Charter be amended to update the procedure for amending the Charter to be consistent with current State and Federal law?

17. Shall the Charter be amended by removing this obsolete section concerning the initial submission of the Charter to voters for original approval?

Mayor Bass said this can be taken as a recommendation and approve the recommendations from the Freeport Charter Review Committee and therefore move on to item number ten, to potentially adopt these to be ordered calling a charter amendment election.

Councilman Pena said the conversation he had with David Olson with Olson and Olson, and he had expressed that the whole legislation and the legalize behind it actual viable application of it by anybody for that matter, any city, any municipality was still in question. He said he was just curious if any legal inconsistencies are going to open up with this or any kind of ambiguity that should be considered a little harder and a little stronger based on the recommendations. Interim City Attorney Tommy Ramsey said he is not sure what legislation Councilman Pena is talking about. Councilman Pena said he would have to look at his emails and get those, and these were the questions he had as it relates to adopting State policies and that it would risk the disenfranchisement of a similar principle, and is concerned that maybe some of the recommendations might in fact do that.

Mayor Bass said he does not think they will based upon his reading of legislation and what the Freeport Charter Review Committee had done.

A motion was made by Mayor Bass to approve the recommendations of the Freeport Charter Review Committee to place items for consideration on the upcoming ballot for the Freeport Elections in May of 2024, seconded by Councilman Cain with all present voting "Aye" 4-1 motion passed. Councilman Pena voted "Nay".
Consideration and possible action to adopt Ordinance No. 2024-2718 calling the Charter Amendment Election.

Mayor Bass said it falls upon the City Council to determine allowing the 17 recommendations that the Charter Review Committee had put forth to go forward to be voted on by the populace.

A motion was made by Mayor Bass to accept and approve Ordinance No. 2024-2718 calling the Charter Amendment Election with the 17 amended requests by the Freeport Charter Review Committee, seconded by Councilman Matamoros, with discussion that followed.

Councilman Pena said he believed this disenfranchizes the citizens of Freeport.

Mayor Bass called the motion to a vote, with all present voting "Aye" 4-1 motion passed. Councilman Pena voted "Nay".

Consideration and possible action on re-allocation of golf course green re-surfacing funds to fairway and turf improvements.

Golf Course Director Brian Dybala said it was approved in the budget for the greens resurfacing program and is asking that this be reallocated to the fairways and surrounding turf and even the driving range program. He said this is a five-year program and what it is doing is basically just improving the overall conditions of the turf of the fairways, the driving range, and surrounding areas, which is about 90–95 acres. He said the reasons for that are, as of last year they did a little over 30,000 rounds and this takes a lot of wear and tear on the turf. Mr. Dybala said at the same time, they have budget restrictions, and it had been tough to fertilize or maintain the turf and even the driving range. He said with the five-year program they are looking at about 30,000-35,000 a year, and what that does is going to give time to enable, to fertilize herbicides for those areas, without being able to do this on a regular basis, which has been neglected for quite a long time. He said with the restrictions, they are able to fertilize basically once a year in this area and herbicides in not all areas, but this is typically once a year before the budget runs out. He said this would enhance the golf course in that area. Mr. Dybala said this would also help with the pricing and, with this additional being able to do this with fairways, they can get the next in their pricing which gets them, and maybe possible this five year program will run about \$150,000 over the five years.

Mayor Bass said to Golf Course Director Brian Dybala he had been through all of his tenure at the Golf Course and had never voted against him and does not know why he would do that now, because he is saving money and is actually putting money into the Golf Course to improve the bottom line.

A motion was made by Mayor Bass to approve the re-allocation of golf course green re-surfacing funds to fairway and turf improvements, seconded by Councilman Cain with all present voting "Aye" 5-0 council unanimously approved the motion.

Consideration and possible action on reallocation of golf course equipment funds to purchase two mowers.

Golf Course Director Brian Dybala said there was an approval for a new slope mower in the amount of \$59,000, and is asking to reallocate those funds to the purchase of two smaller mowers. He said the slope mower is not in working conditions and the zero turn that they have had from the Parks Department for several years is done as well. He said once again the Council's favorite benefit would be that the \$59,000 that was approved and the cost of the two mowers would be a total of \$36,000, and this would be a savings of \$23,000.

A motion was made by Mayor Bass to approve the reallocation of golf course equipment funds to purchase two mowers from the new slope mower, seconded by Councilman Matamoros with all present voting "Aye" 5-0 council unanimously approved the motion.

Consideration and possible action approving Resolution No. 2024-2832 amending the personnel policy handbook regarding changes to the City's social media policy.

Human Resource Director Donna Fisher said she is recommending the approval of the amendments to the social media usage policy. She said the policy was originally adopted in April 2020, and it is not in line with recent court cases about what government employers can restrict. She said the policy right now talks about a risk of harm, and employees are not allowed to post anything that might present a risk of harm to the City. She said courts have said that is unconstitutionally overbroad, and it must be able to show actual harm or that it unduly disrupts the operations or mission of the City.

Mayor Bass said he read the policy and disagrees with the courts, and he likes the lower standard than the actual harm, but he also understands it. Mayor Bass said he also thinks that Exhibit A puts forth some pretty

pertinent rules for all employees to follow. Mayor Bass asked if all employees would sign this document and it be in their file?

Human Resource Director Donna Fisher said yes, they will sign acknowledgment of receipt of this new policy.

Mayor Bass said he thinks there are items on this that are well said and stated, and should be easily understood.

Human Resource Director Donna Fisher said employees are protected against harassing other employees, posting confidential information, being rude to other employees or residents, and all those policies are still there.

A motion was made by Councilman Cain to approve Resolution No. 2024-2832 amending the personnel policy handbook regarding changes to the City's social media policy, seconded by Councilman Matamoros, with discussion that followed.

Councilman Pena asked who is going to be the arbiter of what is complaint and non compliant between the city employees being rude, retaliatory, or weaponizing the positions against residents, and how is that going to be policed? Human Resource Donna Fisher said if a resident posts an issue or a problem an employee can state a fact, and what the employee can not do is post "are you stupid idiot", she said if it is statement of fact that is not rude, and who is going to decide that, the complaints go to her and she would work with legal to determine if the complaints are valid. Councilman Pena said he thinks this particular policy should be scrubbed a little more closely because he thinks it opens up the City to more potential litigation from residents against City Hall, and is wondering how to protect themselves other than say to give it to Olson and Olson and they will pay for it. Councilman Pena said now they are employees increasing the risk of liability for the City because of this change. Human Resource Director Donna Fisher said a lot of this had to do with employees posting their own opinions versus on behalf of the City which is covered by the media relations policy, social media policy, she said she worked with one of the Olson and Olson attorneys on this policy for quite a while and this was the policy that was agreed that was workable. Councilman Pena said employees may say the wrong things and open the City to liability lawsuits and then end up losing, but two things would happen which would be more money spent on attorney fees trying to defend the City against slander but also have that damage to those residents that in the case that the resident was in the right and the employee was in the wrong that damage was done to the residents. Human Resource Donna Fisher said this is mostly talking about what employees post on their personal social media pages and a few people can only post on an official City of Freeport page, and she said she is not sure how the City would be liable for what the employees put on their personal page as their personal opinion.

Mayor Bass called the motion to a vote, with all present voting "Aye" 4-1 motion passed. Councilman Pena voted "Nay".

Consideration and possible action approving the sale of Block 46, Lot 13.

GIS Manager Laura Cramer said Mr. Alston of Signal Electronics, which is located between City Hall and Sweet T's in the 200 block of West Second Street, contacted Mr. Petty with an offer to purchase the 50-foot lot adjacent to his building which is owned by the City. She said Mr. Alston's offer was for \$5,250, and he stated he based this offer amount on the sale of a 50-foot parcel that was sold to Tammy Davis in 2018. Ms. Cramer said a broker's opinion of value was conducted, and the property was valued at \$10,500. She said the staff fully supports the sale of the parcel to Mr. Alston, they have been historically the only folks using that parking lot. She said staff recommended the sale of the property at a price negotiated by the Council, since there is such a huge difference between the offer and the broker's opinion of value. She said if the Council decided to sell the property there is a \$275 cost for the broker's opinion of value that the City paid for.

Mr. Alston said in his offer to purchase he included the Brazoria County Appraisal District valuation on his lot, which is 222 West 2nd Street, which is the same size as the lot next to it. He said the three adjacent lots are all

the same size. He said his lot and the lot Sweet T's owns are appraised for \$5,250 by the appraisal district before they kick in their master adjustment percentage on there. He said the lot that the City sold to Sweet T's a few years ago is valued in Brazoria County Appraisal District at \$2,1000. Mr. Alston said he is offering \$5,250 which is Brazoria County's price for two out of the three lots and one of the three is left at that price. Mr. Alston said he feels like it is a fair price.

Councilman Matamoros asked Mr. Alston if he currently uses that lot for anything? Mr. Alston said for parking, the way it is laid out is that there are three overhead doors on the back part of the building that faces City Hall, and the only access into those is through that lot. Mr. Alston said there would not be any access to the overhead doors in the back of the building or the rear pedestrian entrance without access to that parking lot. Mr. Alston said they are kind of locked in right there and then they would not have any access to the building if any expansion or growth were to happen. Mr. Alston said the only place the customers can park is in that parking lot also, but occasionally a customer takes a boat for installations. Councilman Matamoros asked Mr. Alston if he planned on building on the lot? Mr. Alston said he had no immediate plans of construction on that lot. Mr. Alston said he does not know what the future might bring but to him it makes sense that the lot is attached to the other commercial property because that is the only access to that side of the commercial property and it is too small to develop a separate business there. Mr. Alston said if any expansion is done and he does not necessarily mean the physical expansion of the building, but that is the only place they have to have customers to park and access the building. Mr. Alston said if in the future if somebody wants to put something there better for the downtown than what he does then he would be all for it. Mr. Alston said he would still make the property more attractive to anybody that wanted to have an operating business downtown, and it looks as though the lot has just been sitting there and there had been no maintenance on it. Mr. Alston said he will keep it up, groomed, and everything, and maybe put some parking blocks there and maybe just dress it up a bit.

Councilman Pena asked who maintains this particular property? City Manager Lance Petty said no one has maintained this lot. Councilman Pena asked if it was a required agreement? City Manager Lance Petty said no. Councilman Pena said there are a lot of Real Estate questions that have to be asked when talking about prime real estate in the Downtown area. Councilman Pena said he would require to touch base with both the Downtown Main Street board and also with the EDC to try to understand if that parking lot will be needed, because it is his understanding that there is in the budget to replace, repair, remodel the current City Hall, and when that is done one floor will be used is his understanding from his conversations with Mr. Petty. Councilman Pena asked if this was still true? City Manager Lance Petty said if the full remodel of City Hall is done, then no the first and second floor would be occupied like it had been in the past. Councilman Pena said there will be another premises available for lease and want to make sure there is sufficient parking for not only the residents that go pay their water bills but also the prospective tenants, and any of their clients. Councilman Pena said he is not inclined to move forward with this himself simply because he wants to make sure this is not something that the City is going to need in the short while. Councilman Pena said there had been talks about the tax dollars and how they are going to be spent in the downtown area and the land giveaways that had happened in the last year. Councilman Pena said he is just trying to do his part and make sure he educates everybody to understand that all of the land in downtown is valuable, but in fact all of the land in Freeport is valuable. Councilman Pena said when people say Freeport has so much potential, that is coming from the downside, and wants to make sure the branding of Freeport is that is is valuable and ready. Councilman Pena said he would like to have more information on this.

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

Mr. Alston said he had been in regular communication with the EDC about this for a long time and they seem to be all on board with this. He said they also talked about doing some improvements or upgrade to the existing building that would fit in with the given decor of the plans there may be for the downtown. Mr. Alston said the property has been well maintained for many years. He said if this property is sold at this value that does not

devalue the property, but it is only worth what somebody is willing to pay for today, and he is willing to keep it in to the commercial business and make it available as parking.

Mayor Bass said Mr. Alston's business has been there for a long time and he has been a good tax supporter of the City of Freeport.

Tobey Davenport said Mr. Alston has been a good business person in Freeport for a long time, before he was there Captain Elliot had his offshore operations in that building, and he was hampered by the fact that the City owned the lot next to his building, it was an inconvenience for him. He said when he was Mayor, intermedics occupied the third floor of the City Hall building, they had several hundred people in Downtown Freeport and nobody ever parked in that lot. He said that lot has been vacant for 50 years and has never contributed any value to the taxpayers of the community. Mr. Davenport said he thinks Mr. Alston needs the consideration from the Council because he is paying taxes and if that is put on the tax rolls a couple of hundred dollars a year it is better than it sitting there. He said they would not have to worry about maintaining all the liabilities for it and a good business is there. He said he thinks it is a positive thing if Mr. Alston is wanting to buy the lot.

Discussion on Payment of Hotel Occupancy Taxes by Short Term Rental Businesses

City Manager Lance Petty said Councilman Pena met with him and wanted him to put this item on the agenda for discussion.

Chris Duncan said he had property at 104 Mystery Harbor in Freeport. He said he wanted to point out a couple of points regarding the Freeport Hotel Occupancy Tax for the benefit of the City and for the public. He said point number one State law allows the city to collect the hotel occupancy tax, called HOT tax but it is not automatic, and the City must pass a correct and effective ordinance first before they are allowed to collect the tax, and that is in Texas Code 351.002, municipalities by ordinance may impose a tax and then make an overdue tax against temporary lodging which is 30 days or less and the maximum rate is 7%, and they can choose what type of lodging, what type of entities they want to tax. He said point number two, the current Freeport ordinance, which was last amended back in 2003, is defective in that it says basically the ordinance can only collect from a hotel, and can not collect from motels, short-term rental, boarding house, any other options, and it specifically says hotel. He said in that ordinance it says hotel is defined by the section of the Texas tax code 351.002. He said, however, it is the wrong code section, there is no definition of hotel in that section. He said when they drew up the ordinance back in 2003 they made a mistake where the actual definition of hotel is in another section 156 and not 351, so when this ordinance was passed they said only to tax hotels and hotels are defined by a section of the tax code but they cited the wrong section of the tax code. He said if they want to give effect to that ordinance, they need to look at the code of ordinances for the City of Freeport. He said the code of ordinances has a definition for hotel, motel and for short-term rental. He said these are three different entities. He said if the ordinance is read as it is in place now, the City can only tax hotels because they have a definition, and they use the term hotel, so the hotel tax does not include short-term rentals or motels. He said a couple of years ago they passed the ordinances to require short term rentals to register and specific rules. He said Mr. Pena did a records request for all records regarding the hotel occupancy for short term rentals and all the documents, and then he then paid him and had him go look through them and look at the ordinance for him. He said as far as enforcement goes, and as far as making short term rentals register and comply with inspections, pay the registration fee, and so forth, the prior code enforcement official, Ms. Roman actually had a written target list and that list was only to Bridge Harbor and Councilman Pena. Mr. Duncan said there is a company that has 20 units and they have been paying HOT tax, however none of those were approached to require them to register and none of them had to go in inspection.

Councilman Pena said he wants to speak to the fact that there has been a ton of misinformation and does not expect any apologies from either the public and residents.

A motion was made by Mayor Bass to table this item, seconded by Councilman Matamoros with all present voting "Aye" 4-1 this item was tabled. Councilman Pena voted "Nay".

WORK SESSION:

The City Council may deliberate and make inquiry into any item specifically listed as a Subsection under the itemized Sections A-H 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.

Mayor Brooks Bass announcements and comments.

Mayor Bass said MLK day was cold and there is a picture of the Bass family out there standing up and made it through the horses. He said when he was a child he spoke like a child, thought like a child, he reasoned like a child and when he became a man he put up childish ways. He said he wanted to talk about some childish ways. He said, and unfortunately, it was with his brother, Councilman Pena. Mayor Bass said Councilman Pena chose on Facebook to put out things that he can put out and that is his right to put out, somewhat, but when you deliberately change a person's name. Mayor Bass said to Councilman Pena he knows Councilman Matamoros is spelled Matamoros, and he knows that Councilman Pena knows this because he had seen him put it in emails when he addressed him as Council Matamoros. Mayor Bass said this was sent to him but on Councilman Pena's Facebook page, and this irked him enough to say this and this is where he is childish, four times in the statement Councilman Pena puts it as Matamorass. He said, ladies and gentleman this is your City Councilman from Ward A, and it is shameful. Mayor Bass said to Councilman Pena if he wanted to criticize him, he could call him crooks Brooks or Bass hog, but to leave Councilman Matamoros out of it. Councilman Pena said to Mayor Bass he is mad at him for name-calling but does not hold himself accountable for misuse of City money. Mayor Bass said to Councilman Pena he prays for him because he has a heart that is malignant. Councilman Pena said Mayor Bass does not know his heart. Mayor Bass said he is like President Bush and Vladimir Putin. Councilman Pena said he was going to go ahead and show everybody the false pseudo-apology and then, when asked to own up to it, he refused to do it. Councilman Pena said to Mayor Bass he needs to grow up. Mayor Bass said to Councilman Pena, Matamorass five to six times is ridiculous and shameful. Councilman Pena said to Mayor Bass to him this was shameful. Mayor Bass asked Councilman Pena if, so, then he is using this to get kicks? Mayor Bass said to Councilman Pena he wished he would grow up. Councilman Pena said it starts at the top.

Councilman Pena Ward A announcements and comments.

Councilman Pena said he will be making a Facebook post to help clarify exactly how the short-term rental rules apply and how they have been misapplied. He said he will be providing clarification, although some people have been asking why he has not respond to the falsehoods and misinformation about short-term rentals, and that is what he was trying to do tonight. He said he hopes the Facts newspaper Ms. Hanson and Mr. Morris at the Facts newspaper report this correctly and, for that matter, interviewing every party that is involved, not just a one-sided-smear campaign that has been happening over the last 2 meetings. Councilman Pena said it was mentioned earlier that there was a vote for Mr. Brimage and that was a unanimous vote by the Council and the Mayor was the only one that did not vote for that. He asked and why did Brimage resigned? Councilman Pena said nobody forced him, he just knew what the facts were and was backed up by various legal firms that the City had retained, and he was not run off by him. He asked why he did resign? He asked, was he guilty? Councilman Pena said he had been asking for the release of the investigation for all of those lawsuits there were to try to recruit the money. He said this is public information and the public needs to get it back, and this would help answer some of the questions that are being spread falsely through the public and on social media. He said the Council knows what is in this report and should just release it, as it was already decided that it was not going to be pursued, the Council decided not to do that. He said the report is legitimately in place, and it is public information, and hopes this is rolled out to the public. He said as far as the CCF coming forward and the representative from CCF as it relates to the changes for the CFO, he said he still maintained to make sure that there is an investigation as to who is a part of the illegal wire and get to the bottom of it. He said and to make

sure to replace all those involved, and he has said this publicly before and on social media, and he thinks they need to not look to remove the CFO from under the City Manager, but remove the CFO from the purview of the City of Freeport as an employee. He said Mr. Alston came forward for his request to require the City lot, but wants to make sure to mention that there is revenue there, and he has been a long term business in the downtown area, and hopes to help his business going forward without taking a loss or a risk to the City and just ask the Council to do their due diligence on that. Councilman Pena said he would also like to make a motion for Executive Session for any police office from the City of Freeport to be present as well.

Councilman Cain Ward B announcements and comments.

Councilman Cain thanked the City for the invitation to the MLK banquet last weekend, and it is always a joy to go to, and this year was no exception. He said he had a great time and it was a very educational event. Councilman Cain said a couple of days ago there was a power outage on one of the intersections leaving town towards Clute and Lake Jackson. He said there were some temporary stop signs sitting out there last year and asked if these were the cities or the State? City Manager Lance Petty said they were probably the cities. Councilman Cain asked if there was enough money in the budget to get new ones because there was no reflectivity whatsoever out of those signs? City Manager Lance Petty said yes. Councilman Cain said he is excited to say he turned in his application for the May 4, 2024 Mayoral Election. He said he has been on the Council for four and a half years or so and he feels like he has done his best. He said he had voted in his conscience, heart, and the way his constituents had asked him to. He said if it was the rule of the City then he would move up a couple of seats down the way.

Councilman Matamoros Ward C announcements and comments.

Councilman Matamoros thanked all the residents that attended in person and viewed online. He also thanked all the residents who spoke during citizens comments and on agenda items. Councilman Matamoros thanked the City Manager Mr. Petty for inviting him to the MLK banquet. He said it was a very informative banquet. He said there are a couple of things he would like for the Council to consider, and these have been brought up by residents within his ward and throughout the City. He said this is for a future agenda, but to make an ordinance to take a roll call for the City Council meetings, if you are absent before any citizens comments, the council members would be unable to partake in the meeting. He said it has been disrespectful when residents want to make comments and the entire Council is not present. He said another item would be an ordinance or possible charter amendment which would be at a future election, an ethics amendment to where if an elected official refuses or does not pay any taxes or fees to the City, they would be unable to run for offices, or if already elected, unable to perform the duties until all taxes are completely satisfied. He said, and for the last thing, he would like the Council for future residential or possibly commercial to look into possible impact fees for the new developments. Councilman Matamoros said those new developments would put a strain on the current infrastructure, which would then put a strain on residents. He said he would like to possibly look into these impact fees instead of tap fees.

Councilman Rossow Ward D announcements and comments.

Councilman Rossow thanked the City of Freeport for recognizing Antonellis root beer stand. He said he was able to attend the meeting for it. He said he tries to go to all the meetings that he feels that council members ought to be present to show support to the businesses and the things that go on in Freeport. He thanked City Manager Lance Petty for his quick response. He said he is really for response time and can say that when Mr. Petty was Assistant City Manager and also now that he is the City Manager, he is on the spot when it comes down to repairing or answering the call of the citizens of Freeport. Councilman Rossow said there is nobody on this planet that can send you to hell, and only God can do that. He thanked City Manager Lance Petty and Golf Course Director Brian Dybala for the use of golf carts for the aligning of the MLK parade. He said this saved so much walking for the people involved. He said to his knowledge this was the first time using golf carts, and they were a big help. He also said on behalf of MLK board, he would like to thank the City of Freeport for the blockage of Second Street and also for being able to use the park. He also said every year they are able to use RiverPlace for feeding the band, but this year the band had to cancel, but over 100 participants were fed during this celebration of the MLK.

City Manager Lance Petty announcements and comments.

City Manager Lance Petty said Clarisa Molina accepted the full-time City Secretary job and wanted to announce that.

Updates on current infrastructure.

Update on reports / concerns from Department heads.

A motion was made by Councilman Pena to include security and or a comission peace officer from the City of Freeport to be in Council Chambers for Executive Session. Motion died due to a lack of a second.

A motion was made by Mayor Bass to include Lance Petty in the Executive Session, seconded by Councilman Matamoros with all present voting "Aye" 5-0 council unanimously approved this motion.

CLOSED SESSION:

Executive Session: regarding (Personnel Matters) a.) Deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee; (contract with City Manager - Lance Petty) and Update on Investigation into complaints filed against Councilman Pena pursuant to section 551.074. (Deliberations about Real Property) b.) Deliberate agreement on property located at 1201 N. Avenue H pursuant to section 551.072. (Consultation with Attorney) c.) Update on Covarrubias action pursuant to section 551.071.

The regular session closed at 7:57P.M. and Council entered into Executive Session.

COUNCIL BUSINESS – REGULAR SESSION:

Take any action resulting from Executive Session.

Executive Session ended at 8:32P.M., and Council entered back into regular session.

A motion was made by Mayor Bass to approve the contract between the City of Freeport and Lance Petty, seconded by Councilman Matamoros with all present voting "Aye" 5-0 council unanimously approved the motion.

ADJOURNMENT:

Adjourn

A motion was made by Councilman Cain to adjourn the meeting, seconded by Councilman Matamoros with all present and voting "Aye" 5-0. Mayor Bass adjourned the meeting at 8:33P.M.

Brooks Bass, Mayor

Clarisa Molina, City Secretary



City Council Agenda Item #5.

Title: Consideration and possible action approving the sale of Block 46, Lot 13.

Date: February 5, 2024

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: Staff recommends the sale of the property at a price negotiated by the council.

Item Summary: Mr. Alston of Signal Electronics located at 222 West 2nd Street contacted Mr. Lance Petty regarding an offer to purchase Lot 13 from the city for parking for his business. Historically, the city has not used this parcel.

Mr. Alston has made an offer of \$5,250.00. A Broker's Opinion of Value has valued the property at \$10,500. Staff recommends that council determine which value to use for the potential sale.

Background Information: The 50' parcel is located between the drive-through at City Hall and Signal Electronics. His offer is based on the property that was sold to Tammy Davis in 2018 for \$5,000, approximately six years ago.

Special Considerations: Staff reached out to Mainstreet and the Freeport Economic Development Corporation regarding any support or objection regarding the sale of the referenced property.

Both Mainstreet and the EDC supported the sale of the property.

Mainstreet recommended the city to sell the property at the offered price of \$5,250.

The EDC stated that the referenced parcel could be sold at the offered price and also have a condition that it must be resurfaced in a defined time. Another option the EDC suggested was to sell at the appraised value and Signal Electronics could get an EDC Business Improvement Grant to offset the expenses of the sale for resurfacing the parking lot.

Emails are attached showing support.

Financial Impact: The offer made by Mr. Alston and the Broker's Opinion of Value are significantly different. Staff recommends that council determine which value to use for the potential sale.

Board or 3rd Party Recommendation:

Supporting Documentation:

1. Broker's Opinion of Value
2. Alston - Offer to Purchase Packet
3. Map - Block 46 Lot 13 Freeport Townsite
4. City Council Minutes 040218
5. Block 46 Lot 13 Freeport Townsite Emails
6. Block 46 Lot 13 Freeport Townsite Street View

Invoice No. **13462002**

GREG FLANIKEN & ASSOCIATES
1101 N. Brazosport Blvd., Freeport, TX 77541
979-233-7828 office 979-239-1816 fax

INVOICE

Customer

Name City of Freeport C/O: Laura Cramer
Address 200 West 2nd
City Freeport State TX ZIP 77541
Phone 979-233-3526

Misc

Date 12/26/2023
Order No. 200 W. 2nd-lot
City Freeport
State-Zip TEXAS, 77541

Qty	Description	Unit Price	TOTAL
1	BROKER PRICE OPINION @ Unimproved Lot @ 200 Block W. 2nd, Freeport, TX 77541 Lot 13, Block 46, Freeport Townsite City of Freeport, Brazoria County, Texas Locally known as: Unimproved Lot @ 200 Block W. 2nd	\$ 275.00	\$ 275.00

SubTotal \$ 275.00

Shipping

Tax Rate(s)

TOTAL \$ 275.00

Comments

Office Use Only

Thank you for your business.

MARKET VALUE DEFINED

"Market Value" is the most probable price in terms of money which a property should bring in competitive and open market under all conditions requisite to a fair sale, the buyer and seller, each acting prudently, knowledgeably and assuming the price is not affected by undue stimulus.

- a. buyer and seller are typically motivated.
- b. both parties are well informed or well advised, and each acting in what they consider their own best interest.
- c. a reasonable time is allowed for exposure in the open market.
- d. payment is made in cash or its equivalent.
- e. financing, if any, is on terms generally available in the community at the specified date and typical for the property type in its locale.
- f. the price represents a normal consideration for the property sold unaffected by special financing amounts and/or terms, services, fees, costs, or credits incurred in the transaction.

December 21, 2023

Ms. Laura Cramer
City of Freeport
200 West 2nd Street
Freeport, TX 77541

RE: Lot 13, Block 46, Freeport Townsite, City of Freeport, Brazoria County, Texas. Locally known as
Unimproved lot in 200 block of West 2nd

Dear Ms. Cramer,

Complying with your request, a visual observation was made of the subject property on December 19, 2023 to assist in determining a Broker's Price Opinion of Value.

The subject property is in 200 block of West 2nd street, a concrete street with concrete curbs and sidewalks. City utilities along with electricity and natural gas provided by CenterPoint Energy are available to the lot. The lot backs up to an alley easement that is asphalted. The property is subject to the City Zoning Ordinance and is classified as being Zone "DT". The subject Lot appears to be in the designated flood hazard Zone "X", according the FEMA map No. 48039C0805K. A survey is recommended to confirm the exact designation. Zone "X" does not require federal flood insurance if a federally guaranteed loan is placed against the property. The survey would also confirm the dimensions and if there are any encroachments affecting the title.

The Brazoria County Central Appraisal District ("CAD") identifies the subject Lot as being a part of Property ID #209335 and is exempt from real estate taxes as the City of Freeport is the owner. The "CAD" records do not provide the square footage of the Lot, but typically these lots contain 7,000 SF of area and are rectangular in shape (50' X 140').

The area contains some commercial businesses, city hall, office space, some limited retail space, a marina, and a restaurant. The demand for commercial lease space and lots to develop has been in a steady decline for many years. There are residential homes nearby also.

City of Freeport

Page 2

My opinion of the current fair market value, determined by my Broker's Price Opinion, as of December 19th, 2023 is:

\$10,500.00

Ten Thousand-Five Hundred dollars)

Respectfully submitted,



Greg Flaniken

License No. 206691

“THIS IS AN OPINION OF VALUE OR A COMPARATIVE MARKET ANALYSIS AND SHOULD NOT BE CONSIDERED AN APPRAISAL. In making any decision that relies upon my work, you should know that I have not followed the guidelines for development of an appraisal or analysis contained in the Uniform Appraisal Practice of the Appraisal Foundation.”



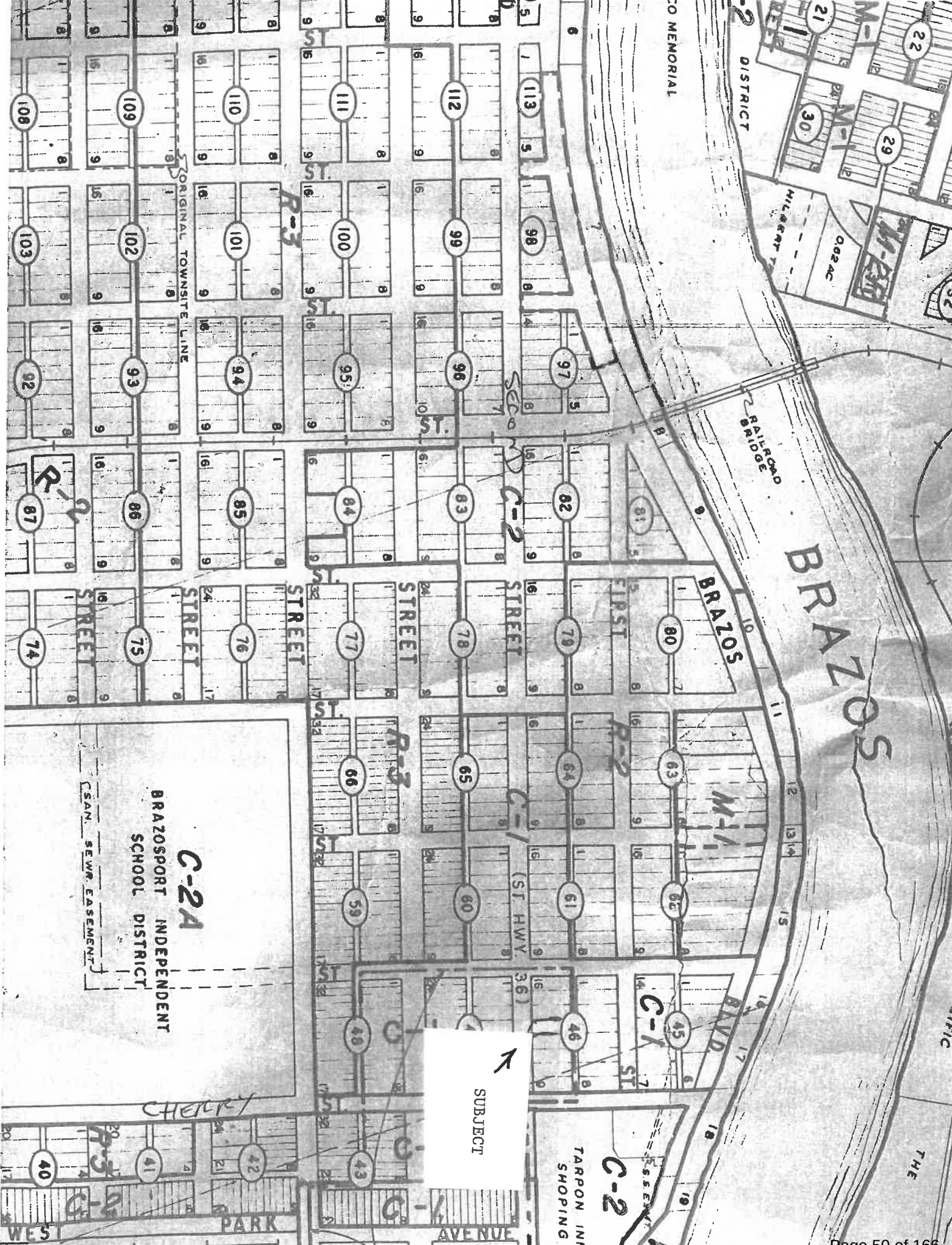
**12/2023
Front**



Alley



Street



C-2A
BRAZOSPORT INDEPENDENT
SCHOOL DISTRICT
[CAN. SEWER EASEMENT]

↑
SUBJECT

Request for Broker's Opinion of Value

Laura Cramer <lcramer@freeport.tx.us>

Mon 12/18/2023 12:03 PM

To:Greg Flaniken <gflaniken@flanikenrealestate.com>

Mr. Flaniken,

Can you please prepare a Broker's Opinion of Value for the property highlighted in blue in the map below? It's a 50' parcel.

Freeport Townsite

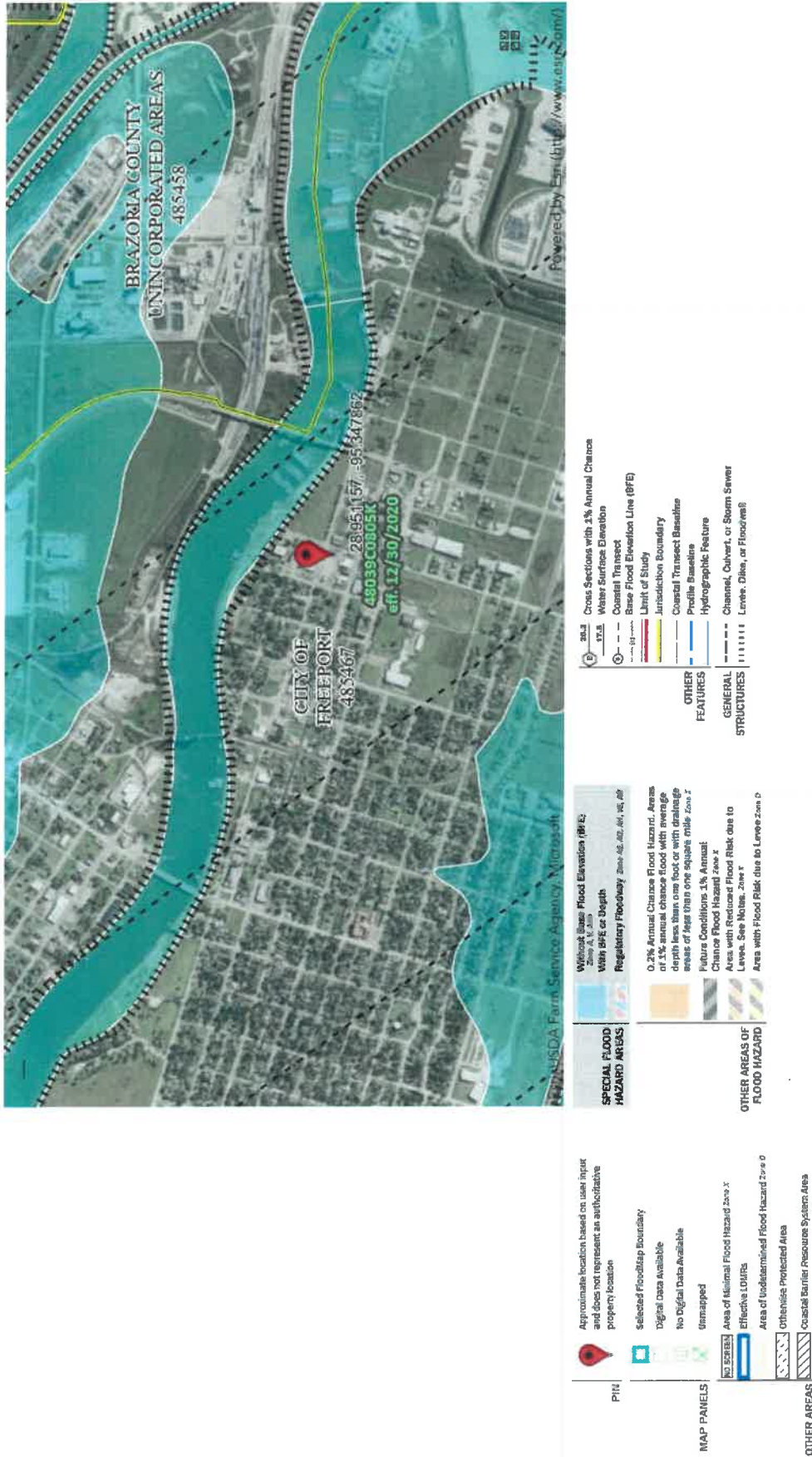
Block 46, Lot 13



Laura Cramer
LAURA CRAMER
CITY OF FREEPORT
M: 979-233-3526
D: 979-871-0130
LCRAMER@FREEPORT.TX.US

From: Lance Petty <lpetty@freeport.tx.us>
Sent: Monday, December 18, 2023 11:48 AM
To: Laura Cramer <lcramer@freeport.tx.us>
Subject: FW: Offer to Purchase

Laura
Please get an appraisal on this property.
Thank you



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[FOIA \(http://www.fema.gov/foia\)](http://www.fema.gov/foia)
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[Strategic Plan \(http://www.fema.gov/strategic-plan\)](http://www.fema.gov/strategic-plan)
[Whitehouse.gov \(http://www.whitehouse.gov\)](http://www.whitehouse.gov)
[DHS.gov \(http://www.dhs.gov\)](http://www.dhs.gov)
[Ready.gov \(http://www.ready.gov\)](http://www.ready.gov)
[USA.gov \(http://www.usa.gov\)](http://www.usa.gov)
[DisasterAssistance.gov \(http://www.usa.gov/disasterassistance.gov\)](http://www.usa.gov/disasterassistance.gov)



(<https://www.oig.dhs.gov/hotline>)

QUALIFICATIONS

GREG C. FLANIKEN

1975 Graduate of the University of Houston, B.B.A.

Listing and Selling Real Estate full-time since 1975

Courses Taken and Completed:

Real Estate Principles
Real Estate Appraisal I (residential)
Real Estate Appraisal II (commercial)
Real Estate Law State Property Tax Board Course 230,
Income Approach To Market Value

Partial List of Clients:

Texas Gulf Bank, N.A.
First Commerce Bank, N.A.
First State Bank of Clute
ResNet
Bank of America Home Mortgage
Texas Dow Employee's Credit Union
REOWorld
Federal Deposit Insurance Corporation
Chase Bank
National Default Services
Integrated Asset Services
Premiere Asset Services
City of Freeport
County of Brazoria
Brazoria County Abstract Company
PNC Mortgage
National Credit Union Association
Federal National Mortgage Association
Freeport LNG
Various Individuals

Offer to Purchase Property from the City of Freeport
(Packet Contents)

- Offer to Purchase letter
- Additional Information
- Lot Map
- Comp. 1 – Tract 14 (2 pages)
- Comp. 2 – Tract 15 (2 pages)
- Comp. 3 – Tract 16 (2 pages)
- Additional Information with Pictures

David Alston
3030 Dry Bayou Dr
Angleton, TX 77515
December 14, 2023

Lance Petty, Assistant City Manager
200 W 2nd St, Floor 3
Freeport, TX 77541

Dear Mr. Petty:

This is a formal request to purchase tract 13 (7,000 sq ft) for the amount of \$5,250.00. The property is located in downtown Freeport between City Hall and 222 W 2nd St (tract 14) which is owned by David and Debra Alston and occupied by Signal Electronics.

Comparable properties -

Tract 14 (7,000 sq ft), Property ID 209336, 222 W 2nd St: BCAD 2023 value of \$5,250 prior to Mass Adjustment Factor of 1.3.

Tract 15 (7,000 sq ft), Property ID 209337: BCAD 2023 value of \$2,100

Tract 16 (7,000 sq ft), Property ID 209338, 230 W 2nd St: BCAD 2023 value of \$5,250 prior Mass Adjustment Factor of 1.3.

I have been a Brazoria County resident since 1977 and own/operate Signal Electronics that opened in 1982 on Ave A. Signal Electronics provides retail sales and service of marine electronics and commercial security/surveillance systems. It currently has three full-time and one part-time employee. In the past five years I have paid approximately \$40,789.00 in property and sales taxes in Freeport. Signal is the only company within a 50+ mile radius providing marine electronic service and sales. It's existence and location is an asset to recreational boaters and commercial vessel operators in the area.

My plans for tract 13 is for it to remain a parking lot. It's in need of some surface repair, which we would plan on doing in the near future as well as installing parking blocks and general improvements to the appearance of the property. There are no immediate plans to sell 222 W 2nd St or tract 13 if a purchase is completed. As a stand-alone property, tract 13 is not viable for new construction and is not being utilized by the City of Freeport. Selling the property to me would not only put it on the tax roll but provide a path for potential future expansion and overall property enhancements of one of the very few successful downtown Freeport businesses.

Supporting documents are included with this letter. Let me know if you have any questions or concerns. Considering the approaching holiday season, I will hold this offer open for your consideration through 3/31/2024.

Regards,

David Alston

Additional information related to the Offer to Purchase tract 13:

The commercial building at 222 W 2nd St, tract 14, has very limited on-property parking that is only accessible through the parking lot (tract 13) currently owned by the City of Freeport. There is ample parking for City Hall without utilizing tract 13. Additionally, tract 12 is currently rendered useless to the City due to the old bank drive-through structures and could be used for additional parking or access by the City if needed in the future.

The commercial property across the street is vacant of any commercial buildings and was recently purchased to be used as a parking lot for U-Haul rental equipment. The owner of Sweet T's Cafe recently purchased tract 15 from the City to be used as parking for that business. The same logic and justification used to sell tract 15 applies to tract 13. No other area businesses are in need of parking that could be supplied by access to tract 13.

Whether utilized as an enhancement to future growth of the current business occupying 222 W 2nd St (tract 14), or to encourage future occupants to develop the retail property, it only makes sense for tract 13 to be in private ownership and linked to tract 14. I would like nothing more than to see the Freeport Downtown District flourish and will make every effort to keep the property I own in excellent condition.

Since my plans are to keep tract 13 as a parking lot, should the need for additional parking by a new businesses in the immediate area arise, I am perfectly fine with making suitable arrangements to allow access to tract 13. Additionally, we are willing and interested in making changes and upgrades to the building at 222 W 2nd St to reflect the long-term vision for the Downtown District and have previously expressed this intent to the EDC via email.

Should you have any questions or concerns, please don't hesitate to contact me.

Dave Alston
dave@signalelectronics.com
Office: 979-233-1112
Mobile: 979-299-3849

Property Details

Tract 14 - Signal Electronics - 2023 BCAD Valuation of \$5,250 Prior to Mass Adj Factor

Account		
Property ID:	209336	Geographic ID: 4200-0496-000
Type:	Real	Zoning: 12/5/23 PPP
Property Use:		
Location		
Situs Address:	222 W 2ND ST FREEPORT, TX 77541	
Map ID:		Mapsco: COMMSBR
Legal Description:	FREEPORT BLK 46 LOT 14	
Abstract/Subdivision:	S4200 - FREEPORT	
Neighborhood:	COMM.FPDT	
Owner		
Owner ID:	259638	
Name:	ALSTON DAVID A & DEBRA D	
Agent:		
Mailing Address:	5010 DRY BAYOU DR ANGLETON, TX 77515-7427	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

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Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$98,570 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$6,830 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$105,400 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$105,400 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$105,400
Ag Use Value:	\$0

Information relating to 2023 should be considered a "work in progress". Prior year data is informational only and does not necessarily replicate the values certified to the tax office.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: ALSTON DAVID A & DEBRA D %Ownership: 100.0%

Property Details **Tract 15 - 2023 BCAD Valuation of \$2,100**

Account		
Property ID:	209337	Geographic ID: 4200-0497-000
Type:	Real	Zoning: 12/5/23 PPP
Property Use:		
Location		
Situs Address:	W 2ND ST FREEPORT, TX 77541	
Map ID:		Mapsco: SBR102
Legal Description:	FREEPORT BLK 46 LOT 15	
Abstract/Subdivision:	S4200 - FREEPORT	
Neighborhood:		
Owner		
Owner ID:	1192717	
Name:	DAVIS TAMMY	
Agent:		
Mailing Address:	230 W 2ND ST FREEPORT, TX 77541-5714	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

Property Values

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Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$9,390 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$2,100 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$11,490 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$11,490 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$11,490
Ag Use Value:	\$0

Information relating to 2023 should be considered a "work in progress". Prior year data is informational only and does not necessarily replicate the values certified to the tax office.

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Property Taxing Jurisdiction

Owner: DAVIS TAMMY %Ownership: 100.0%

Property Details **Tract 16 - Sweet T's Cafe - 2023 Valuation of \$5,250 Prior to Mass Adjustment Factor**

Account		
Property ID:	209338	Geographic ID: 4200-0498-000
Type:	Real	Zoning: 12/5/23 PPP
Property Use:		
Location		
Situs Address:	230 W 2ND ST FREEPORT, TX 77541	
Map ID:		Mapsco: COMMSBR
Legal Description:	FREEPORT BLK 46 LOT 16	
Abstract/Subdivision:	S4200 - FREEPORT	
Neighborhood:	COMM	
Owner		
Owner ID:	1130739	
Name:	DAVIS RUSSELL L & TAMMY L	
Agent:		
Mailing Address:	731 WEST 8TH FREEPORT, TX 77541-5433	
% Ownership:	100.0%	
Exemptions:	For privacy reasons not all exemptions are shown online.	

 Property Values

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Improvement Homesite Value:	\$0 (+)
Improvement Non-Homesite Value:	\$309,530 (+)
Land Homesite Value:	\$0 (+)
Land Non-Homesite Value:	\$6,830 (+)
Agricultural Market Valuation:	\$0 (+)
Market Value:	\$316,360 (=)
Agricultural Value Loss: ⓘ	\$0 (-)
Appraised Value:	\$316,360 (=)
Homestead Cap Loss: ⓘ	\$0 (-)
Assessed Value:	\$316,360
Ag Use Value:	\$0

Information relating to 2023 should be considered a "work in progress". Prior year data is informational only and does not necessarily replicate the values certified to the tax office.

Information provided for research purposes only. Legal descriptions and acreage amounts are for appraisal district use only and should be verified prior to using for legal purpose and or documents. Please contact the Appraisal District to verify all information for accuracy.

Property Taxing Jurisdiction

Owner: DAVIS RUSSELL L & TAMMY L %Ownership: 100.0%

Freeport Commercial Property
Signal Electronics – David Alston
Information related to the Offer to Purchase tract 13 from the City of Freeport



This picture is 222 W 2nd St, tract 14, in Freeport. Tract 13 is adjacent to the right. Tract 15 is to the left of this building and was recently sold by The City to provide designated parking to Sweet T's Cafe located on tract 16. It is my understanding that the sale price was less than the amount offered for tract 13.



This commercial property at 203 S Gulf Blvd is owned by Signal Electronics (David Alston). It is currently used for private storage but was originally purchased with the intent to be the business location of Signal Electronics.

With the purchase of tract 13, located adjacent to the current location of Signal Electronics, the plans are to place this property up for sale. Absent of the acquisition of tract 13, this property may be better suited as a home for Signal due to the availability of parking. Signal's current location, 222 W 2nd St, could then be utilized as storage.



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, April 2, 2018 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

Mayor Troy T. Brimage
Councilman Larry L. McDonald
Councilman Brooks Bass
Councilwoman Nicole Mireles
Councilman Roy E. Yates

Staff:

Bob Welch, Finance Director / Interim City Manager
Wallace Shaw, City Attorney
Nat Hickey, Property Manager
Kim Townsend, Parks / Rec Director
Loni Kershaw, Human Resources
Jennifer Hawkins, Economic Development Corporation
Ray Garivey, Police Chief
Billy Shoemaker, Building Official
Kenny Collins, Street Department
Leann Strahan, Museum Director
Steve Upton, Code Officer
David Hoelewyn, Street Department Director
Brian Dybala, Golf Course Director

Visitors:

Tammy Davis	Billy Shoemaker
Moby Burrridge	Evelyn Burrridge
Willie Garcia	Kenny Hayes
Ken Green	Manning Rollerson
Ruben Renabato	Mrs. Renabato
Christina Travis	Sabrina Brimage
Erin Callahan	

Call to order.

Mayor Troy T. Brimage called the meeting to order at 6:00 p.m.

Invocation.

Wallace Shaw offered the invocation.

Pledge of Allegiance.

Mayor Troy T. Brimage led the Pledge of Allegiance.

Attending citizens and their business.

Manning Rollerson stated that when he goes to his property on the East End he finds stakes everywhere. He said he has No Trespassing Signs on his property but no one pays attention to them. He said that Billy Shoemaker came out and told him that they were not 70 feet from the ditch. Mr. Rollerson said that when they widen Terminal Street that the City took its access. Mayor Brimage asked Mr. Rollerson to bring his paper work up to City hall and we could put him on the next agenda.

Consideration of approving the minutes for March 12, 2018

Mayor Brimage stated that the corrected minutes from March 12, 2018 were given to the Council Members.

On a motion by Councilwoman Mireles, seconded by Councilman McDonald with all present voting "Aye", Council unanimously approved the March 12, 2018 Council Minutes.

Consideration of approving Resolution 2018-2538 authorizing Mayor to sign and City Secretary to attest a Deed without warranty conveying the City's interest in Lot 15, Block 26, Freeport Townsite, City of Freeport, Brazoria County, Texas, known locally as 226 West 2nd Street Freeport, TX to the successful bidder.

Mr. Hickey stated that Tammy Davis was the only bidder and she bid \$5000.00 dollars for the property.

On a motion by Councilwoman Mireles, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved Resolution 2018-2538 authorizing Mayor to sign and City Secretary to attest a Deed without warranty conveying the City's interest in Lot 15, Block 26, Freeport Townsite, City of Freeport, Brazoria County, Texas, known locally as 226 West 2nd Street Freeport, TX to the successful bidder.

Discuss and consider authorizing preparation of documents for sale of City interest in Lot 24, Block 717 also known as 1223 North Avenue O.

On a motion by Councilman Yates, seconded by Councilman McDonald, with all present voting "Aye", Council unanimously approved authorizing preparation of documents for sale of City interest in Lot 24, Block 717 also known as 1223 North Avenue O.

Discuss and consider authorizing preparation of document for sale of City interest in Lot 1, Block 747 also known as 1424 North Avenue Q.

On a motion by Councilman Yates, seconded by Councilman McDonald, with all present voting “Aye”, Council unanimously approved authorizing preparation of documents for sale of City interest in Lot 1, Block 747 also known as 1424 North Avenue Q.

Consideration of taking action on any other item discussed in Executive Session.

No Action to be taken.

Work Session:

Mayor Troy T. Brimage announcements and comments.

Mayor Brimage said the Freeport Police Department played against the Freeport Fire Department. It was a fundraiser for the High School Girls softball. It was a fun time and we had a great community turnout. Mayor Brimage thanked everyone that participated.

Councilman McDonald Ward A announcements and comments.

Councilman McDonald stated that the East End is about leveled and some of the roads needed to be addressed. He said they also took out some of our trees on the FM 1495 Right of Way.

Councilman Bass Ward B announcements and comments.

Councilman Bass stated that he had someone contact him about the 1300 Block of 5th Street is a paved road and it probably wasn't done properly from the being and it floods. He is asking for the Mayor and City Manager to get someone to take a look at it. Councilman Bass asked Chief Garivey how many times the Police Department has to go out to a party before they shut it down. Chief Garvey said they try to be fair and give them a warning first.

Councilman Bass also said that someone has got to stop SJC from driving the contact roller all the way down 9th Street to 1700 Block Broad Street they are driving down paved roads and he thinks maybe we should get an Engineer to look at the roads and see if they did any damage. Councilman Bass would like a Representative from SJC to come to a council meeting. Mayor Brimage asked Mr. Welch to get a Representative from SJC and for them to bring a plan of completion of when it's going to be done.

Councilman Bass reminded everyone to go out to the Brazosport High School on April 20, 2018 for a fish fry fundraiser for Project Graduation.

Councilwoman Mireles Ward C announcements and comments.

Councilwoman Mireles stated that there was some culverts put in on 1943 North Avenue H and wanted to know why it wasn't completed. David Hoewleyn said that the residence didn't buy the material so that's why the culvert wasn't put in.

Councilwoman Mireles said the drainage on Victoria Street was awesome.

Councilman Yates Ward D announcements and comments.

Councilman Yates stated that where the shintech plant is there is some old dilapidated buildings in the middle of the plant part of the old main core shop that need to be taken down or something needs to be done about them.

Councilman Yates said that he is glad that he is glad we are selling property with no time limits on them.

Councilman Yates also said that his wife's coworker received a letter for a junk vehicle that violated the ordinance and where he lives someone has five junked vehicles that evidentially didn't violate the ordinance. Councilman Yates stated that if we are going to make one person go by it then we need to make them all go by the Ordinance.

Councilman Yates stated that he took drone pictures of Mr. Wong's urban renewal project spoke with Mr. Wong and that he asked him that when he bought his property if they would have put a time limit on it would he have bought it. Mr. Wong said no because it takes too much time and to many problems.

Councilman Yates said that he has a problem with the time limit sales of this property which he doesn't agree with. Jay Mejia offered to pay \$45,000.00 dollars for a 50 foot lot down on the river but didn't want to be bound by a time limit. Councilman Yates said that why the City doesn't have the option to buy the property back if he doesn't do anything with it in a certain amount of time instead of just taking his money.

Mayor Brimage asked Billy Shoemaker to put together a list of the top twenty worst properties five from each ward in the City of Freeport. Mayor Brimage said they will be focusing on those properties first. Councilman Bass asked if they were private homes and Mayor Brimage said yes it has nothing to do with landlords these are homes or buildings that are the worst structures in Freeport right now.

Updates on current infrastructure.

Lowering water line - 1500 Block West Broad and 4th Street
Commerce Street Water and Sewer Project - still in the engineering phase
Lift Station and Force Main – South Avenue A
Alley paving – 15 alleys not complete
SSO Plan – sewer main replacement West 2nd to West 8th – complete
Alley Pothole repairs / concrete work / drainage
Victoria Street – drainage work complete
Supervise contractors on the 15 alley improvement project – Veolia / SJC Trucking
1600 Block West 5th Street – Curb, Gutter and Sidewalk
1600 Block 6th Street – Curb, Gutter and Sidewalk
1717 Yellowstone repaired sidewalk
Install drainage pipe at Holly / Mulberry in the alley between 8th and 9th Street
Mow ROW between Avenue K and Avenue L from Varner to Yellowstone

Update on Hwy 288 and Brazosport Blvd.

Hwy 288 fixing of the roads has been started.

Update on reports / concerns from Department heads.

David Hoelewyn had a few before and after pictures of projects that his department is working on.

4th / 5th and Cedar Street – pothole repair

1717 Yellowstone – water repair and repaired sidewalk

Archer and Avenue S – repaired sidewalk

Billy Shoemaker presented a slide show with projects that his department has been working on also.

Kim Townsend stated that the fence around the Mystery Boat and was put up for safety issues. She said that she has spoken to three different people to try and salvage it but the best option is to try and replace the hull and then fabricate the out riggers and booms. Kim said that Freeport Community House Pavilion playground equipment is installed and they are now putting the kiddie cushion (safe zone) this week and is scheduled to be completed by Friday weather permitting. Peppermint Park playground equipment poles have been installed and are ready for the playground equipment. Councilman McDonald asked about Lincoln Parks playground equipment. Kim said that she hasn't ordered new playground equipment for that park but will be in next year's budget. She also stated that the BBQ grill grates were rotten and they have now been replaced. Councilman McDonald asked about the two basketball back boards and Kim stated that she would go take a look at it.

Discuss Museum budget for maintenance, repairs, projects and events.

Leann Strahan said that she is still waiting on a quote from Theriot to fabricate new cap covers. Ms. Strahan said that the board approved a new temporary exhibit for May on Mother Goose Nursery Rhymes. She reminded everyone of the Downtown Market Day Sunday April 15th and she still had booth spaces available.

Closed the Formal Session at 7:06 PM and opened Executive Session.

Executive Session:

Section 551.071, Government Code

Consultation with City Attorney concerning pending or contemplated litigation, settlement offers or other matters in which his duty to the City Council under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with Chapter 551, Government code, to-wit:

1. Discussion regarding purchase and sale of City owned property.

No Action to be taken.

2. Discussion concerning Code Enforcement procedures including Junk Vehicles.

No Action to be taken.

Closed the Executive Session at 8:16 PM.

Adjourn

On a motion by Councilman Bass, seconded by Councilman McDonald, with all present voting “Aye”, Mayor Brimage adjourned the meeting at 8:16 PM.

Mayor, Troy T. Brimage
City of Freeport, Texas

City Secretary, Ursula Reyes
City of Freeport, Texas

Laura Cramer

From: Ana Silbas
Sent: Wednesday, January 24, 2024 2:45 PM
To: Robert Johnson; Laura Cramer
Subject: RE: Sale of Property to Signal Electronics

Hello Laura,

Thank you for reaching out. As Main Street Coordinator, my recommendation is that we should offer Mr. Alston the opportunity to purchase the property at his offer of \$5,250.

Freeport Main Street recently adopted our Transformation Strategies that will be used to guide our work downtown. **Business Activation & Development** is one of our selected strategies, which focuses on activating currently vacant sectors of downtown and supporting the growth and development of already established businesses. Mr. Alston has been a long-time downtown business owner and is looking to make improvements, which benefits Signal Electronics and downtown.

The sale would activate a vacant lot, allow for business expansion and it aligns with our strategy of Business Activation & Development. In addition to Mr. Johnson's recommendation related to the EDC Business Improvement Grant, Freeport Main Street has the ability to receive design assistance from the Texas Main Street Program, should Mr. Alston decide to expand his business or improve streetscape.

Should there be any additional questions or concerns, please do not hesitate to contact me.

All the best,
Ana



From: Robert Johnson <rjohnson@freeport.tx.us>
Sent: Wednesday, January 24, 2024 12:52 PM
To: Laura Cramer <lcramer@freeport.tx.us>; Ana Silbas <asilbas@freeport.tx.us>
Subject: RE: Sale of Property to Signal Electronics

Laura,

Good afternoon, how are you doing?

Mr. Alston has been in touch with me about his parking lot expansion plans. He currently wants to purchase the property and resurface the parking lot. In his letter dated December 14, 2023, he stated that he also wants to expand his business and make improvements to the building; improvements that are in conjunction with the standards of the Main Street program. Based upon these factors, I would welcome the opportunity to help a local business expand and I have no objections to the sale of the property. As for the price, perhaps the City could accept his offer of \$5,250 on the condition that he resurface the lot in a certain amount of time? Or, the \$10,500 cost could be defrayed by an EDC Business Improvement Grant that would help cover his expenses for resurfacing the parking lot and even for façade improvements to the building itself. Please keep me posted and if there is anything that I can do to be of assistance, do not hesitate to call upon me.

Best regards,
Robert

From: Laura Cramer <lcramer@freeport.tx.us>
Sent: Wednesday, January 24, 2024 12:13 PM
To: Ana Silbas <asilbas@freeport.tx.us>; Robert Johnson <rjohnson@freeport.tx.us>
Subject: Sale of Property to Signal Electronics

Good Afternoon,

At Monday's council meeting, I presented an offer to council to purchase a 50' parcel between city hall and Signal Electronics.

Does Mainstreet or EDC have any objections or support for the sale?

Mr. Alston offered \$5,250 and our Broker's opinion of value was \$10,500. Do either of you have any thoughts regarding either price?

My item on the agenda is attached.

Thanks!





Laura Cramer
LAURA CRAMER
CITY OF FREEPORT
M: 979-233-3526
D: 979-871-0130
LCRAMER@FREEPORT.TX.US

Block 46, Lot 13

Property with Offer

Legend

 FREEPORT BLK 46 LOT 13





City Council Agenda Item #6.

Title: Consideration and possible action approving Ordinance No. 2024-2719 to add No Parking signs in the 1700 Block of Eight Street as a specific location where the stopping, standing or parking of vehicles is prohibited.

Date: February 5, 2024

From: Patti Veazey, Building and Code Supervisor

Staff Recommendation: To approve No Parking signs(in the street) on both sides of the street in the 1700 Block of 8th Street.

Item Summary: September 26, 2023 a motion by Planning & Zoning to draft an ordinance to put back no parking signs on 1700 BLK 8th St. This would be on both sides of the road, The motion passing by a 5-0 vote.

Background Information: A survey of this area shows that 95% of the structures on the 1700 Blk of 8th Street have back entrances from the alleyway or a driveway in the front of the house.

Special Considerations:

Financial Impact: The financial Impact is the cost of the signs.

Board or 3rd Party Recommendation: Has been approved by Planning and Zoning and approved by legal (Olson & Olson)

Supporting Documentation:

1. Draft Ord - No Parking 8th Street

ORDINANCE NO. 2024 - 2719

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING SECTION 46-160(1) OF THE CODE OF ORDINANCES TO ADD EITHER SIDE OF THE 1700 BLOCK OF EIGHTH STREET AS A SPECIFIC LOCATION WHERE THE STOPPING, STANDING OR PARKING OF VEHICLES IS PROHIBITED; PROVIDING THAT ANY PERSON VIOLATING SAID CODE OF ORDINANCES, AS AMENDED BY THIS ORDINANCE, SHALL BE GUILTY OF A MISDEMEANOR AND UPON CONVICTION ASSESSED A FINE NOT TO EXCEED TWO HUNDRED (\$200.00) DOLLARS AND THAT EACH DAY ANY SUCH VIOLATION CONTINUES OR OCCURS SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING A SAVINGS CLAUSE; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, Section 542.202(a)(2) of the Texas Transportation Code authorize a municipality to regulate the stopping, standing or parking of a vehicle, on public streets and highways within its jurisdiction as authorized by said Code respectively; and,

WHEREAS, Section 544.002(b) of the Texas Transportation Code provides that all traffic control devices placed by a municipality must conform to the manual and specifications adopted by the Texas Department of Transportation ("the Department") under Section 544.001 of said Code; and,

WHEREAS, the City Council of the City of Freeport, Texas, has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of its inhabitants and the persons traveling upon its public streets.

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

Section 1. Section 46-160(1) of the Code of Ordinances is hereby amended to add thereto a new Item "1." which shall read as follows:

"1. At any location on either side of the 1700 block of Eighth Street"

Section 2. The City Manager of the City of Freeport, is hereby authorized and directed to cause appropriate signs, giving notice of the stopping, standing and parking prohibited by this ordinance and conforming to the requirements adopted by the Department, to be posted at appropriate locations upon the portions of the above named street to which such prohibition applies.

Section 3. Any person violating any provision of said Code of Ordinances as amended by this ordinance, shall be guilty of a misdemeanor and upon conviction assessed a fine not to exceed

Two Hundred (\$200.00) Dollars; and each and every instance any such violation occurs shall constitute a separate offense.

Section 4. No offense committed and no fine, forfeiture or penalty incurred prior to the effective date of this ordinance is to be affected by the adoption of this ordinance but the punishment of any offense committed and the recovery of any fines or forfeitures incurred prior to such date shall take place as if this ordinance had not been adopted.

Section 5. In the event any section or provision of this ordinance is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any, is hereby declared to be severable from the remaining sections and provisions of this ordinance and such remaining sections and provisions shall remain in full force and effect.

Section 6. This ordinance shall take effect and be in force from and after its descriptive caption has been published twice in the Brazosport Facts.

Section 7. The City Council specifically finds and determines that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED AND ADOPTED this ____ day of _____, 2024.

Brooks Bass, Mayor

ATTEST:

Clarisa Molina, City Secretary

APPROVED AS TO FORM ONLY:

David W. Olson, Interim City Attorney



City Council Agenda Item #7.

Title: Consideration and possible action approving Resolution No. 2024-2833 to substitute City Manager Lance Petty, for Tim Kelty, former City Manager, as the official for DJ-Edward Bryne Memorial Justice Assistance grant program for FY 2023-2024, mobile video equipment upgrade Grant # 4850101.

Date: February 5, 2024

From: Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends to approve the city manager name change of the resolution.

Item Summary: The police department obtained a number of grants to purchase and replace outdated equipment. At the time of submission, Tim Kelty was the City Manager. A resolution was approved by City Council and signed by the Mayor. With the change of city management, an updated resolution needs to be submitted to the grant program so that funding can be finalized.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Mobile Video Upgrade Amendment

RESOLUTION NO. 2024-2833

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE, AMENDING ITEM SECOND OF RESOLUTION NO. 2023-2813 BY WHICH THE CITY APPLIED FOR AND WAS AWARDED DJ-EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR FY 2023-2024, MOBILE VIDEO EQUIPMENT UPGRADE GRANT# 4850101, TO SUBSTITUTRE LANCE PETTY, CITY MANAGER, FOR TIM KELTY, FORMER CITY MANAGER, AS THE OFFICIAL FOR 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 Council of the City of Freeport, Texas, hereinafter sometimes “the City,” is a “Home Rule City” and a “Home Rule Municipality” lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, 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, by its Resolution No. 2023-2813, read passed and adopted on the 7th day of August, 2023, authorized the City to participation in the DJ-EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR FY 2023-2024, MOBILE VIDEO EQUIPMENT UPGRADE and in such resolution appointed Tim Kelty, who is no longer City Manager, as the City’s authorized official and should be replaced.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Freeport, Texas:

First, that the City Council of the City hereby amends item second of Resolution No. 2023-2813 read passed and adopted on the 7th day of August, 2023, and authorizing City to participation in the DJ-EDWARD BRYNE MEMORIAL JUSTICE ASSISTANCE GRANT PROGRAM FOR FY 2023-2024, MOBILE VIDEO EQUIPMENT UPGRADE to read as follow:

“Second, that the City Council of the City designates LANCE PETTY, City Manager, as the grantee’s authorized official.”

Second, in the event any section or provision of this resolution is found to be unconstitutional, void or inoperative by the final judgement 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.

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

Fourth, 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 _____, 2024.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Claris Molina, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Brooks Bass, Mayor
City of Freeport, Texas

Grant Number: 4850101

C:Freeport. Resol-DJ-Edward Bryne Memorial Justice Assistance Grant FY24- corrected



City Council Agenda Item #8.

Title: Consideration and possible action approving Resolution No. 2024-2834 to substitute City Manager Lance Petty, for Tim Kelty, former City Manager, as the official for Body Worn Camera Program for FY 2023-2024, body camera upgrade project grant #4840201.

Date: February 5, 2024

From: Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends to approve the city manager name change of the resolution.

Item Summary: The police department obtained a number of grants to purchase and replace outdated equipment. At the time of submission, Tim Kelty was the City Manager. A resolution was approved by City Council and signed by the Mayor. With the change of city management, an updated resolution needs to be submitted to the grant program so that funding can be finalized.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Body Worn Camera Amendment

RESOLUTION NO. 2024-2834

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE, AMENDING ITEM SECOND OF RESOLUTION NO. 2023-2813 BY WHICH THE CITY APPLIED FOR AND WAS AWARDED BODY WORN CAMERA PROGRAM FOR FY 2023-2024, BODY CAMERA UPGRADE PROJECT GRANT #4840201, TO SUBSTITUTRE LANCE PETTY, CITY MANAGER, FOR TIM KELTY, FORMER CITY MANAGER, AS THE OFFICIAL FOR 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 Council of the City of Freeport, Texas, hereinafter sometimes “the City,” is a “Home Rule City” and a “Home Rule Municipality” lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, 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, by its Resolution No. 2023-2812, read passed and adopted on the 7th day of August, 2023, authorized the City to participation in the BODY WORN CAMERA PROGRAM FOR FY 2023-2024, BODY CAMERA UPGRADE PROJECT GRANT #4840201 and in such resolution appointed Tim Kelty, who is no longer City Manager, as the City’s authorized official and should be replaced.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Freeport, Texas:

First, that the City Council of the City hereby amends item second of Resolution No. 2023-2812 read passed and adopted on the 7th day of August, 2023, and authorizing City to participation in the BODY WORN CAMERA PROGRAM FOR FY 2023-2024, BODY CAMERA UPGRADE PROJECT GRANT #4840201 to read as follow:

“Second, that the City Council of the City designates LANCE PETTY, City Manager, as the grantee’s authorized official.”

Second, in the event any section or provision of this resolution is found to be unconstitutional, void or inoperative by the final judgement 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.

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

Fourth, 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 _____, 2024.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Claris Molina, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Brooks Bass, Mayor
City of Freeport, Texas

Grant Number: 4840201

C:Freeport. Resol-Body Worn Camera Program - corrected



City Council Agenda Item #9.

Title: Consideration and possible action approving Resolution No. 2024-2835 to substitute City Manager Lance Petty, for Tim Kelty, former City Manager, as the official for the Rifle-Resistant Body Armor Assistance grant program for FY 2023-2024, body armor upgrade Grant # 4793701.

Date: February 5, 2024

From: Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends to approve the city manager name change of the resolution.

Item Summary: The police department obtained a number of grants to purchase and replace outdated equipment. At the time of submission, Tim Kelty was the City Manager. A resolution was approved by City Council and signed by the Mayor. With the change of city management, an updated resolution needs to be submitted to the grant program so that funding can be finalized.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. RifleArmor Resolution Amendment

RESOLUTION NO. 2024-2835

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE, AMENDING ITEM SECOND OF RESOLUTION NO. 2023-2811 BY WHICH THE CITY APPLIED FOR AND WAS AWARDED RIFLE-RESISTANT BODY ARMOR GRANT FOR FY 2023-2024 GRANT# 4793701, TO SUBSTITUTRE LANCE PETTY, CITY MANAGER, FOR TIM KELTY, FORMER CITY MANAGER, AS THE OFFICIAL FOR 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 Council of the City of Freeport, Texas, hereinafter sometimes “the City,” is a “Home Rule City” and a “Home Rule Municipality” lying and situated in Brazoria County, Texas, as described in and defined by Section 5, Article XI of the Constitution of Texas and Section 1.005 of the Local Government Code of Texas, respectively; and,

WHEREAS, 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, by its Resolution No. 2023-2811, read passed and adopted on the 7th day of August, 2023, authorized the City to participation in the RIFLE-RESISTANT BODY ARMOR GRANT FOR FY 2023-2024 and in such resolution appointed Tim Kelty, who is no longer City Manager, as the City’s authorized official and should be replaced.

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Freeport, Texas:

First, that the City Council of the City hereby amends item second of Resolution No. 2023-2811 read passed and adopted on the 7th day of August, 2023, and authorizing City to participation in the RIFLE-RESISTANT BODY ARMOR GRANT FOR FY 2023-2024 to read as follow:

“Second, that the City Council of the City designates LANCE PETTY, City Manager, as the grantee’s authorized official.”

Second, in the event any section or provision of this resolution is found to be unconstitutional, void or inoperative by the final judgement 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.

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

Fourth, 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 _____, 2024.

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

ATTEST:

**Claris Molina, City Secretary
City of Freeport, Texas**

APPROVED AS TO FORM ONLY:

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

Grant Number: 4793701

C:Freeport. Resol-Rifle-Resistant Body Armor Grant - corrected



City Council Agenda Item #10.

Title: Consideration and possible action approving Ordinance No. 2024-2720 extending the park hours to all city parks.

Date: February 5, 2024

From: Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends council approve the update to change the current ordinance regarding hours of Arrington Park to include all city parks.

Item Summary: Currently, City Ordinance 34-1 Curfew for Arrington Park states the park shall be closed between the hours of 10:00pm and 6:00am. No other parks in the city have a curfew, or hours of operation. We wish to update the ordinance to reflect all parks have designated operating hours, with exceptions of approved events or fishing at designated areas.

Background Information: Original ordinance was passed in 1991.

Special Considerations: Updated ordinance will be published twice in the Brazosport Facts and will be shared via social media to inform the community. Signs with new hours will also be posted at each park.

Financial Impact: Minimal financial impact with publishing of ad and posting of signs.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Park Hours

ORDINANCE NO. 2024-2720

AN ORDINANCE AMENDING THE CITY OF FREEPORT’S CODE OF ORDINANCES BY AMENDING SECTION 34-1. – CURFEW FOR ARRINGTON CITY PARKS, BY CREATING CITY PARK HOURS OF OPERATION, EXTENDING THE PARK HOURS TO ALL CITY PARKS, PROVIDING FOR EXCEPTIONS AND SCHEDULED EVENTS; CONTAINING A SEVERABILITY CLAUSE; CONTAINING A PENALTY CLAUSE UP TO \$500 PER OFFENSE AND THAT EACH AND EVERY OCCURRENCE SHALL CONSTITUTE A SEPARATE OFFENSE; CONTAINING A REPEALER CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

* * * * *

WHEREAS, the City of Freeport (the “City”) recognizes that City Park hours need to apply to all City Parks and not just Arrington Park;

WHEREAS, the City Council of City wants to extend designated park hours to all City Parks with certain exceptions for fishing and other planned events that are scheduled and approved by City Council or the City;

WHEREAS, the City Council has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the good government, peace and order the City; and

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

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

Section 1. The findings and recitations set out in the preamble to this Ordinance are

found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

Section 2. Section 34-1 is hereby amended to now read as follows:

“Section 34-1. – Hours for City Parks.

All City of Freeport Parks shall be closed between the hours of 10:00 p.m. and 6:00 a.m. on a daily basis. It is unlawful for any person to be upon or in a City Park during the hours the Park is closed, unless fishing. Fishing is allowed after park hours at designated Park facilities and shall be subject to applicable State laws associated with fishing. A City Park may be opened at other times upon recommendation of the Parks and Recreation Committee, with and approval of City Council, or when events are scheduled and authorized by the City.”

Section 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 4. Any person violating this section shall be guilty of a misdemeanor and upon conviction therefor, shall be fined not to exceed \$500 each day any such violation continues or occurs shall constituted a separate offense.

Section 5. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Section 6. This Ordinance shall take effect and be in force from and after the

descriptive caption of this ordinance has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2024.

Brooks Bass, Mayor

ATTEST:

Clarisa Molina, City Secretary

APPROVED AS TO FORM ONLY:

David W. Olson, Interim City Attorney



City Council Agenda Item #11.

Title: Discussion on updating City Ordinance 30.77 regarding loitering.

Date: February 5, 2024

From: Jennifer Howell, Police Chief

Staff Recommendation: Updating ordinance at a future city council meeting.

Item Summary: The police department would like the city council's feedback on updating our city ordinance to help our businesses when they are closed. This would allow officers to advise individuals to leave the property of these closed businesses and not loiter in the parking lot or at the building, leading to potential damage to the business, or criminal activity.

Background Information: Currently the city ordinance states:

(a) a person commits an offense if, after having been notified by a law enforcement officer that the conduct violates this section:

(1) the person is asleep outdoors on city owned property;

(2) the person sits or lies down in city or government owned property including public roads, sidewalks, and the right-of-way abutting or adjacent to public roads.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

None



City Council Agenda Item #12.

Title: Consideration and possible action Approving Ordinance No. 2024-2721 for possible revision of Ordinance No. 2019-2567 establishing the City's Ethics Policy for all Elected and Appointed City Officials and all City Employees.

Date: February 5, 2024

From: Donna Fisher, HR Director
Lance Petty, City Manager

Staff Recommendation: Staff recommends review and revision of the proposed ordinance and re-adoption following review and discussion.

Item Summary: The Ethics ordinance adopted by the City in 2019 requires annual review of that ordinance and action for re-affirmation. This revised version includes training requirements, as well as levels of sanctions available to City Council.

The ordinance lays out specific ethical expectations for all individuals involved in Freeport Local Government, including all employees, all appointed board and committee members as well as elected officials. The precepts are very common sense in nature but ensures that everything is well spelled out.

Background Information: N/A

Special Considerations: The ordinance lists the purposes of the policy as follows

1. To encourage ethical conduct on the part of City officials and employees;
2. To encourage public service with the city
3. To establish standards for ethical conduct for city officials and employees by defining and prohibiting conduct that is incompatible with the interests of the city;
4. To require disclosure by city officials and employees of their economic interests that may conflict with the interest of the City; and
5. To serve as a basis for disciplining those who fail to abide by its terms.

A sixth and very important purpose of re-adopting the ordinance is to continue the effort of this council and administration to rebuild and reinforce the public trust.

Financial Impact: It is intended that this ordinance would protect the financial interests of the city as well as the City's overall integrity and reputation.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Ethics Policy Ordinance Revision 2024 - redlined
2. Ethics Policy Ordinance Revision 2024 - final

ORDINANCE NO. 20~~2419~~-2567

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; BY RE-ADOPTING CHAPTER 100 OF TITLE IX OF THE CODE OF ORDINANCE MAINTAINING AN ETHICS POLICY 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 the 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 In February of 2019, Establishing an ethics policy for all appointed or elected officials, boards and commissions as well as City employees; and,

WHEREAS, that 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 City of Freeport desires to adopt said policy to govern the actions of public officials and employees and to memorialize Freeport officials' dedication and service to the citizens of the City; and

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

First, Chapter 100, is hereby re-adopted as part of the Code of Ordinances of the City of Freeport, Texas, and reads as follows:

“Chapter 100. CODE OF ETHICS

Part One – General Provisions

Section 100.01. Definitions

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Benefit means anything reasonably regarded as economic gain or economic advantage, including benefit to any other person in whose welfare the beneficiary is interested, but does not include a contribution to expenditure made and reported in accordance with law.

Board means a board, commission, or committee:

- (1) Which is established by city ordinance, charter, interlocal contract, or state law, or
- (2) Which serves as the board of a nonprofit development corporation that acts as an instrumentality of the city, and
- (3) Any part of whose membership is appointed by the city council, but does not include a board, commission, or committee which is the governing body of a separate political subdivision of the state.

City (“the City”) means City of Freeport

Employee means a person employed and paid a salary by the city whether under civil service or not, including those individuals on a part-time basis, but does not include an independent contractor or the Mayor or city council members.

Fair and Equitable Standards means the intent of the City of Freeport to safeguard the rights of all citizens, to ensure that all citizen’s actions are judged by fair and equitable standards, and to require that all rules are applied on an equitable basis.

Negotiating concerning prospective employment means a discussion between a city officer or employee and another employer concerning the possibility of the city officer or employee considering or accepting employment with the employer, in which discussion the city officer or employee responds in a positive way.

Officer or official means Mayor or any member of the City Council and any appointed member of a board, committee, or commission set up by ordinance, charter, state law or otherwise, on a regular basis, excluding those boards and commissions not operating under the direct authority of or subject to the direct control of the City Council.

Section 100.03. Purpose of the Ethics Policy.

(a) The code of ethics has five purposes:

1. To encourage ethical conduct on the part of city officials and employees;
2. To encourage public service with the city;
3. To establish standards for ethical conduct for city officials and employees by defining and prohibiting conduct that is incompatible with the interests of the city;
4. To require disclosure by city officials and employees of their economic interests that may conflict with the interests of the city; and
5. To serve as a basis for disciplining those who fail to abide by its terms.

(b) The code of ethics is not intended to be used as a political weapon or to intimidate or embarrass affected persons. The officials charged with administration of this code of ethics shall administer it in a manner that avoids any such use of this code of ethics.

(c) Ethics Policy Statement.

It is the policy of the city that all city officials and employees shall conduct themselves both inside and outside the city's service so as to give no occasion for distrust of their integrity, impartiality or devotion to the best interest of the city and the public trust which the city holds.

Ethical conduct is motivated by sources inside and outside the law. The Texas local government, Election and Penal Codes regulate aspects of the conduct of City Officers and employees. However, as ethical conduct is more than complying with state codes, the City strongly encourages all of its Officers and employees to maintain the highest personal values and standards. While it is impossible to establish specific and exhaustive standards for all situations, the standards established in this chapter are minimum standards below which no City Officer or employee's conduct should fall.

(d) It is further declared to be the policy of the city that the proper operation of democratic government requires that:

- (1) Officials and employees be independent, impartial and responsible;
- (2) Governmental decisions and policy be made using the proper procedures of the governmental structure;
- (3) No officer or employee have any financial interest, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest;
- (4) Public office is not be used for personal gain; and
- (5) All boards of the City are at all times to be maintained as a nonpartisan body.

(e) It is the policy of the City to uphold, promote, and demand the highest standards of ethical behavior from its Mayor, members of the City Council, employees, and individuals appointed to serve on the city's boards, commissions, committees, task forces, and other appointed advisory groups ("City Officials"). Honesty, integrity, fairness, and transparency of action are the hallmarks of public service in Freeport.

(f) Appearance of impropriety. Public service is a public trust. All city officials and employees are stewards of the public trust. They have a responsibility to the citizens of the city to administer and enforce the City Charter and city ordinances. To ensure and enhance public confidence in city government, each city official and employee must not only adhere to the principles of ethical conduct set forth in this Code and compliance therewith, but they must scrupulously avoid~~strive not only to maintain technical compliance with the principles of ethical conduct set forth in this article and in state law, but also to avoid~~ the appearance of impropriety at all times.

(g) To implement this article, the city council has determined that it is advisable to enact this code of *ethics* for all officials and employees, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse to abide by its terms.

(h) Notwithstanding any other provision of this article, a member of the board of directors of a reinvestment zone established under the tax increment financing act, as amended, may:

- (1) Own property within that reinvestment zone; and
- (2) Participate in discussions and voting on matters before the board of directors that may directly or indirectly affect the member's property within the reinvestment zone.

Part 2 Administration

Section 100.10 Standards of conduct.

(a) An officer or employee of the city shall not:

- (1) Accept or solicit a benefit that might reasonable tend to influence the officer or employee in the discharge of his official duties.
- (2) Use his official position to secure special privilege or exemptions for himself or others.
- (3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the granting of fringe benefits to city employees a part of their contract of employment or as an added incentive to the securing or retaining of employees.
- (4) Disclose information that could adversely affect the property of affairs of the city, or directly or indirectly, use any information understood to be confidential which was gained by reason of his official position or employment for his own personal gain or benefit or for the private interest of others.
- (5) Transact any business on behalf of the city in his official capacity with any business entity with which he is an officer, agent or member or in which he has a financial interest. In the event that such a circumstance should arise, then he shall make known his interest, and:
 - (i) In the case of an officer, leave the room during debate or hearing, refrain from discussing the matter at any time with the members of the body of which

he is a member or any other body which will consider the matter and abstain from voting on the matter; or

(ii) In the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.

- (6) Personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does not apply to outside employment of an officer if the employment is the officer's primary source of income.
- (7) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his duties and responsibilities with the city, or which might impair his independent judgment in the performance of his public duty.
- (8) Personally participate in a decision, approval, disapproval, recommendation, investigation, or rendering of advice in a proceeding, application, request for ruling or determination, contract, claim, or other matter under the jurisdiction of the city, if the officer or employee is negotiating or has an arrangement concerning prospective employment with a person or organization which has a financial interest in the matter, and, in the case of an employee, it has been determined by the city manager that a conflict of interest exists. If an officer or employee begins negotiation or enters an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter in which the officer or employee has been participating, the officer or employee shall:
 - (i) In the case of an employee, immediately notify the official responsible for appointment to his position of the nature of the negotiation or arrangement and, if the city manager or mayor determines that a conflict of interest exists, follow the instructions of the city manager or mayor with regard to further involvement in the matter; or
 - (ii) In the case of a board member, immediately notify the board of which he is a member the nature of the negotiation or arrangement and:
 - (a) Refrain from discussing the matter at any time with other board members or members of the city council if the city council will also consider the matter;
 - (b) Leave the room during debate hearing on the matter; and
 - (c) Abstain from voting on the matter; or
 - (d) In the case of the Mayor or a member of the city council, file an affidavit with the city secretary regarding the nature of the negotiation or arrangement and:
 - (i) Refrain from discussing the matter at any time with other council members or members of a board that will consider the matter;

- (ii) Leave the room during debate or hearing on the matter; and
 - (iii) Abstain from voting on the matter.
- (9) Receive any fee or compensation for his services as an officer or employee of the city from any source other than the city, except as may be otherwise provided by law. This shall not prohibit his performing the same or other services for a public or private organization that he performs for the city if there is no conflict with his city duties and responsibilities.
- (10) In the case of a member of the city council or an employee, personally represent, or appear in behalf of, the private interest of others:
 - (i) Before the city council or any city board or department;
 - (ii) In any proceeding involving the city; or
 - (iii) In any litigation to which the city is a party.
- (11) In the case of a board member, personally represent or appear in behalf of, the private interests of others:
 - (i) Before the board of which he is a member;
 - (ii) Before the city council;
 - (iii) Before a board which has appellate jurisdiction over the board of which he is a member; or
 - (iv) In litigation or a claim to which the city or an employee of the city is a party if the interests of the person being represented are adverse to the city or an employee of the city and the subject of the litigation or claim involves the board on which the board member is serving or the department providing support services to that board.
- (12) Use the prestige of his position with the city in behalf of any political party.
- (13) Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the city ordinances, rules or regulations or the achievement of official city programs.
- (14) Use city supplies, equipment or facilities for any purpose other than the conduct of official city business.
- (15) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.

Section 100.11 – Exceptions

- (a) The restrictions in this section do not apply to business associates of officers or employees, but only personally to the officers and employees themselves.

(b) The restrictions and requirements of subsection (a)(5) do not apply to an officer or employee of the city serving as a member of any board, commission, or other entity when transacting business on behalf of the city in an official capacity with that board, commission, or entity, if the officer or employee:

(1) Was appointed by the mayor, city council, or city manager to represent the city on the board, commission, or entity; and

(2) Has no financial interest in the board, commission or entity or in the business.

Section 100.12- Financial interests.

Any officer, whether elected or appointed, who has a financial interest in any matter that is pending before, or that might be considered by, the body of which the officer is a member shall:

(a) Disclose such interest to the other members of the body;

(b) Refrain from discussing the matter at any time with any other member of the body of which the officer is a member or with a member of any other body that might consider the matter;

(c) Leave the room during debate or hearing; and

(d) Refrain from voting on the matter.

Section 100.13 Political activities of officers.

(a) In elections other than for city council, a member of the city council may not:

(1) Use the prestige of the member's position with the city on behalf of a candidate;

(2) Solicit or receive contributions; or

(3) Serve as the designated campaign treasurer for a candidate as required by V.T.C.A. Election Code, ch. 14.

(b) In any election, a member of a city board, commission, or committee, whether governmental or advisory, may not:

(1) Use the prestige of the member's position with the city on behalf of a candidate;

(2) Serve as the designated campaign treasurer for a candidate as required by V.T.C.A. Election Code, ch. 14;

(3) Personally solicit or receive contributions for a candidate. A member, however, is not prohibited from serving on a steering committee to plan a program of solicitation and listing the member's name without reference to the office held when the committee as a whole is listed.

(c) Subsections (a)(1) and (b)(1) do not prohibit a member of the city council or of a board from lending the member's name in support of a candidate so long as the office held with the city is not mentioned in connection with the endorsement.

Section 100.14 Additional employment.

An employee of the city may accept outside employment if:

- (a) The employment complies with the Personnel Policy Handbook; and
- (b) The employment does not conflict with his duties as an employee of the city.

Section 100.15 Restrictions on contracting with the city or providing representation of others.

(a) An officer or employee in a position that involves significant reporting, decision-making, advisory, or supervisory responsibility who leaves the service or employment of the city may not, within 12 months after leaving that service or employment, represent any other person or organization in any formal or informal appearance:

- (1) Before the city concerning a project for which the person had responsibility as a city officer or employee; or
- (2) Before any other agency on a project for which the person had responsibility as an officer or employee.

(b) A former officer or employee who is subject to the requirements of subsection (a) shall, during the 24 months after leaving the service or employment of the city, disclose the officer or employee's previous position and responsibilities with the city when representing any other person or organization in any formal or informal appearance before a city agency.

(c) A member of the city council or an employee may not, within 12 months after leaving the service or employment of the city, either individually or as the officer or principal of a private business entity:

- (1) Submit a proposal, on behalf of the member or employee or on behalf of a private business entity, to make any city contract that is not required by state law to be competitively bid;
- (2) Negotiate or enter into any city contract that is not required by state law to be competitively bid; or
- (3) Have or acquire any financial interest, direct or indirect, in any city contract that is not required by state law to be competitively bid.

Section 100.16 Limitations on employee political activity and on the holding of elective public office by an employee.

(a) An employee of the city immediately forfeits employment with the city if:

- (1) The employee becomes a candidate for election to the city council;

- (2) The employee becomes a candidate for nomination or election in a partisan election for public office within the county or in a partisan election for a public office, the constituency of which includes all or part of the county;
- (3) The employee becomes a candidate for nomination or election to an elective public office where the holding of that office will conflict with the full and proper discharge of the employee's duties with the city; or
- (4) A managerial or supervisory exempt city employee becomes a candidate for nomination or election to an elective public office of an entity having contractual relations with the city that involve the employee's department.

Section 100.17 – Ethics training

A. This subsection applies to all City Officers.

1. Each officer shall complete ethics training as provided herein.
2. Each Officer shall complete an initial course of training within 90 days after the effective date of this ordinance.
3. Each board, committee and commission member shall complete an initial course of training within 90 days after the effective date of this ordinance.
4. Each Officer taking office for the first time on and after shall complete the course of training within 60 days after taking the oath of office.
5. Each board, committee and commission member who is appointed to any board, committee or commission on and after February 29, 2024, and who has not completed the initial course of training or a refresher training course within the three years prior to the date the person takes the oath of office, shall complete the initial course of training within 90 days after the date the person takes the oath of office.
6. Each Officer shall thereafter complete refresher training courses as provided in subsection (C).

B. This subsection applies to all City employees.

1. Each City employee shall complete ethics training as provided herein.
2. All employees shall complete an initial course of training as part of each employee's participation in a new employee orientation, as established by the City Manager or his designee.
3. Each employee shall thereafter complete refresher training courses as provided in subsection (C), or as otherwise directed by the City Manager.

C. The courses of training required under this section shall be provided and completed as follows:

1. Each officer and employee shall complete the initial course of training as provided in Subsections (A) and (B), as applicable.
2. Each Officer shall thereafter complete a refresher training course that will be offered during every third year subsequent to the initial course of training provided during calendar year 2024, with the first refresher course of training to be offered during calendar year 2027.
3. Each employee shall thereafter complete a refresher training course as provided in subsection (C)(2), or as otherwise directed by the City Manager.
4. An Officer or employee who has completed his initial course of training within the 12 months prior to the start of a calendar in which refresher training is required is not required to complete the refresher training offered during that immediately-following calendar year, but shall be required to complete all subsequent refresher training courses, as provided herein.

- D. The City Manager shall ensure that the training required by this section is made available.
1. The training course and refresher training courses shall be developed and provided by the City Manager or his designees, and be subject to approval as to form by the City Attorney or his designees.
 2. The training courses must include instruction in:
 - a. Requirements relating to the standards of conduct imposed under this chapter, including, but not limited to, the acceptance of gifts;
 - b. State penal and other laws that relate to ethical conduct;
 - c. Reporting and disclosure requirements of the ethics ordinance and state law;
 - d. Basic requirements of the lobbying ordinance and facilitating compliance by others with that chapter
 - e. Penalties and their consequences for failure to comply with the ethics and lobbying ordinances; and
 - f. The application of the ethics ordinance to unique situations relating to the board, commission or committee that the Officer has been appointed to, or the application of the ethics ordinance to unique situations relating to the type of work that an employee does or the department he/she is assigned to.
 3. The courses of training required under this section may be offered through live instruction or through the use of a video-recorded presentation.

Section 100.1~~87~~ Penalty for violation of article; appeals.

- (a) ~~(a)~~ The failure of any officer or employee to comply with this article or the violation of one or more of the standards of conduct set forth in this article, which apply to him, shall constitute grounds for all legal remedies provided by law which may include, if permissible, expulsion, reprimand, censure, removal from office, or discharge. In the case of a city council member, the matter shall be decided by a vote of two-thirds of the entire membership of the city council.
- (b) The City Council has the following sanctions available:
1. Letter of notification. A letter of notification may be issued when the City Council finds that a violation of this chapter was clearly unintentional. A letter of notification may advise the person to whom the letter is directed of any steps to be taken to avoid future violations.
 2. Letter of admonition. A letter of admonition may be issued when the City Council finds that the violation of this chapter was minor and/or may have been unintentional, but where the circumstances call for a more substantial response than a letter of notification.
 3. Letter of reprimand. A reprimand may be issued when the City Council finds that a violation of this chapter was committed intentionally or through disregard of this chapter.
 4. Removal from office. In addition to a letter of reprimand, removal from office may be considered by City Council for action when the City Council finds that a serious or repeated violation of this chapter was committed by an Officer intentionally or through culpable disregard of this chapter.
- (c) ~~(b)~~ The city council hereby adopts the following procedures to implement a sanctioneensure policy:

- (1) Two or more Elected City Officials may file a written notice of sanctioneensure against another Elected City official with the City Secretary. The written notice shall set forth the allegation(s) of conduct which the accused Elected Official shall have allegedly violated. A copy shall be delivered to all elected members. A written response

to the allegation(s) may be filed by the accused Elected Official ten days after receipt thereof. A copy of the notice of sanctioneensure and response thereto shall be delivered to each Elected Official within two days after the response is filed.

(2) On the first regularly called meeting of the City Council, which complies with the Texas Open Meetings Act, after the filing of the notice and response, the City Secretary shall formally read the notice and response into the public record. The City Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal hearing on the merits of the notice of sanctioneensure or dismiss the allegation(s). If it is determined, based upon the merits, a public hearing is required, a public hearing shall be set on the allegation(s) by the City Council. A vote to hold a public hearing shall not be construed to be a vote of sanctioneensure.

(3) At a public hearing, the accused Elected Official has the right to be represented by legal counsel and present witnesses relative to the allegation(s).

(4) A public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the city council, which shall be open to the public.

(5) At a public hearing, the City Council will hear evidence concerning the notice of sanctioneensure. The Elected Officials proffering the charges shall present evidence in support of the allegation(s) contained in the notice of sanctioneensure. The Elected Official who is the subject of the sanctioneensure shall have the opportunity to present evidence to support his or her position with respect to the notice of sanctioneensure. After receiving evidence at an open public meeting, the city council shall then take a roll-call vote, after motion duly made and seconded, two-thirds of all members of the City Council shall be required to sustain the sanctioneensure of the council member.

(c) In the case of an employee of the city, disciplinary action and appeals therefrom shall be in conformance with procedures established by the city charter and personnel rules and regulations.

(d) In the case of members of boards or committees, the matters shall be decided by a majority vote of the city council.

(e) The decision of the bodies authorized to hear violations shall be final in the absence of bias, prejudice or fraud.

Section 100.18 Annual Review and Re-adoption

This ordinance must be reviewed by the City Council on or before each anniversary of its adoption and may be amended at anytime.

Second, this ordinance shall take effect and be in force from and after its adoption.

READ, PASSED AND ADOPTED this ____ day of _____, 20240.

Brooks Bass, Mayor,

City of Freeport, Texas

ATTEST:

~~Clarisa Molina~~~~Betty Wells~~, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

~~David Olson~~, ~~Chris Duncanson~~, City Attorney,
City of Freeport, Texas

ORDINANCE NO. 2024- 2721

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; BY RE-ADOPTING CHAPTER 100 OF TITLE IX OF THE CODE OF ORDINANCE MAINTAINING AN ETHICS POLICY 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 the 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 In February of 2019, Establishing an ethics policy for all appointed or elected officials, boards and commissions as well as City employees; and,

WHEREAS, that 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 City of Freeport desires to adopt said policy to govern the actions of public officials and employees and to memorialize Freeport officials' dedication and service to the citizens of the City; and

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

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- (1) Which is established by city ordinance, charter, interlocal contract, or state law, or
- (2) Which serves as the board of a nonprofit development corporation that acts as an instrumentality of the city, and
- (3) Any part of whose membership is appointed by the city council, but does not include a board, commission, or committee which is the governing body of a separate political subdivision of the state.

City (“the City”) means City of Freeport

Employee means a person employed and paid a salary by the city whether under civil service or not, including those individuals on a part-time basis, but does not include an independent contractor or the Mayor or city council members.

Fair and Equitable Standards means the intent of the City of Freeport to safeguard the rights of all citizens, to ensure that all citizen’s actions are judged by fair and equitable standards, and to require that all rules are applied on an equitable basis.

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4. To require disclosure by city officials and employees of their economic interests that may conflict with the interests of the city; and
5. To serve as a basis for disciplining those who fail to abide by its terms.

(b) The code of ethics is not intended to be used as a political weapon or to intimidate or embarrass affected persons. The officials charged with administration of this code of ethics shall administer it in a manner that avoids any such use of this code of ethics.

(c) Ethics Policy Statement.

It is the policy of the city that all city officials and employees shall conduct themselves both inside and outside the city's service so as to give no occasion for distrust of their integrity, impartiality or devotion to the best interest of the city and the public trust which the city holds.

Ethical conduct is motivated by sources inside and outside the law. The Texas local government, Election and Penal Codes regulate aspects of the conduct of City Officers and employees. However, as ethical conduct is more than complying with state codes, the City strongly encourages all of its Officers and employees to maintain the highest personal values and standards. While it is impossible to establish specific and exhaustive standards for all situations, the standards established in this chapter are minimum standards below which no City Officer or employee's conduct should fall.

(d) It is further declared to be the policy of the city that the proper operation of democratic government requires that:

- (1) Officials and employees be independent, impartial and responsible;
- (2) Governmental decisions and policy be made using the proper procedures of the governmental structure;
- (3) No officer or employee have any financial interest, direct or indirect, or engage in any business, transaction or professional activity or incur any obligation of any nature which is in conflict with the proper discharge of his duties in the public interest;
- (4) Public office is not be used for personal gain; and
- (5) All boards of the City are at all times to be maintained as a nonpartisan body.

(e) It is the policy of the City to uphold, promote, and demand the highest standards of ethical behavior from its Mayor, members of the City Council, employees, and individuals appointed to serve on the city's boards, commissions, committees, task forces, and other appointed advisory groups ("City Officials"). Honesty, integrity, fairness, and transparency of action are the hallmarks of public service in Freeport.

(f) Appearance of impropriety. Public service is a public trust. All city officials and employees are stewards of the public trust. They have a responsibility to the citizens of the city to administer and enforce the City Charter and city ordinances. To ensure and enhance public confidence in city government, each city official and employee must not only adhere to the principles of ethical conduct set forth in this Code and compliance therewith, but they must scrupulously avoid the appearance of impropriety at all times.

(g) To implement this article, the city council has determined that it is advisable to enact this code of *ethics* for all officials and employees, whether elected or appointed, paid or unpaid, advisory or administrative, to serve not only as a guide for official conduct of the city's public servants, but also as a basis for discipline for those who refuse to abide by its terms.

(h) Notwithstanding any other provision of this article, a member of the board of directors of a reinvestment zone established under the tax increment financing act, as amended, may:

- (1) Own property within that reinvestment zone; and
- (2) Participate in discussions and voting on matters before the board of directors that may directly or indirectly affect the member's property within the reinvestment zone.

Part 2 Administration

Section 100.10 Standards of conduct.

(a) An officer or employee of the city shall not:

- (1) Accept or solicit a benefit that might reasonable tend to influence the officer or employee in the discharge of his official duties.
- (2) Use his official position to secure special privilege or exemptions for himself or others.
- (3) Grant any special consideration, treatment or advantage to a person or organization beyond that which is available to every other person or organization. This shall not prohibit the granting of fringe benefits to city employees a part of their contract of employment or as an added incentive to the securing or retaining of employees.
- (4) Disclose information that could adversely affect the property of affairs of the city, or directly or indirectly, use any information understood to be confidential which was gained by reason of his official position or employment for his own personal gain or benefit or for the private interest of others.
- (5) Transact any business on behalf of the city in his official capacity with any business entity with which he is an officer, agent or member or in which he has a financial interest. In the event that such a circumstance should arise, then he shall make known his interest, and:
 - (i) In the case of an officer, leave the room during debate or hearing, refrain from discussing the matter at any time with the members of the body of which he is a member or any other body which will consider the matter and abstain from voting on the matter; or

(ii) In the case of an employee, turn the matter over to his superior for reassignment, state the reasons for doing so and have nothing further to do with the matter involved.

- (6) Personally provide services for compensation, directly or indirectly, to a person or organization who is requesting an approval, investigation, or determination from the body or department of which the officer or employee is a member. This restriction does not apply to outside employment of an officer if the employment is the officer's primary source of income.
- (7) Accept other employment or engage in outside activities incompatible with the full and proper discharge of his duties and responsibilities with the city, or which might impair his independent judgment in the performance of his public duty.
- (8) Personally participate in a decision, approval, disapproval, recommendation, investigation, or rendering of advice in a proceeding, application, request for ruling or determination, contract, claim, or other matter under the jurisdiction of the city, if the officer or employee is negotiating or has an arrangement concerning prospective employment with a person or organization which has a financial interest in the matter, and, in the case of an employee, it has been determined by the city manager that a conflict of interest exists. If an officer or employee begins negotiation or enters an arrangement concerning prospective employment with a person or organization that has a financial interest in a matter in which the officer or employee has been participating, the officer or employee shall:
 - (i) In the case of an employee, immediately notify the official responsible for appointment to his position of the nature of the negotiation or arrangement and, if the city manager or mayor determines that a conflict of interest exists, follow the instructions of the city manager or mayor with regard to further involvement in the matter; or
 - (ii) In the case of a board member, immediately notify the board of which he is a member the nature of the negotiation or arrangement and:
 - (a) Refrain from discussing the matter at any time with other board members or members of the city council if the city council will also consider the matter;
 - (b) Leave the room during debate hearing on the matter; and
 - (c) Abstain from voting on the matter; or
 - (d) In the case of the Mayor or a member of the city council, file an affidavit with the city secretary regarding the nature of the negotiation or arrangement and:
 - (i) Refrain from discussing the matter at any time with other council members or members of a board that will consider the matter;
 - (ii) Leave the room during debate or hearing on the matter; and
 - (iii) Abstain from voting on the matter.

- (9) Receive any fee or compensation for his services as an officer or employee of the city from any source other than the city, except as may be otherwise provided by law. This shall not prohibit his performing the same or other services for a public or private organization that he performs for the city if there is no conflict with his city duties and responsibilities.
- (10) In the case of a member of the city council or an employee, personally represent, or appear in behalf of, the private interest of others:
 - (i) Before the city council or any city board or department;
 - (ii) In any proceeding involving the city; or
 - (iii) In any litigation to which the city is a party.
- (11) In the case of a board member, personally represent or appear in behalf of, the private interests of others:
 - (i) Before the board of which he is a member;
 - (ii) Before the city council;
 - (iii) Before a board which has appellate jurisdiction over the board of which he is a member; or
 - (iv) In litigation or a claim to which the city or an employee of the city is a party if the interests of the person being represented are adverse to the city or an employee of the city and the subject of the litigation or claim involves the board on which the board member is serving or the department providing support services to that board.
- (12) Use the prestige of his position with the city in behalf of any political party.
- (13) Knowingly perform or refuse to perform any act in order to deliberately thwart the execution of the city ordinances, rules or regulations or the achievement of official city programs.
- (14) Use city supplies, equipment or facilities for any purpose other than the conduct of official city business.
- (15) Engage in any dishonest or criminal act or any other conduct prejudicial to the government of the city or that reflects discredit upon the government of the city.

Section 100.11 – Exceptions

- (a) The restrictions in this section do not apply to business associates of officers or employees, but only personally to the officers and employees themselves.
- (b) The restrictions and requirements of subsection (a)(5) do not apply to an officer or employee of the city serving as a member of any board, commission, or other entity when transacting business on behalf of the city in an official capacity with that board, commission, or entity, if the officer or employee:

(1) Was appointed by the mayor, city council, or city manager to represent the city on the board, commission, or entity; and

(2) Has no financial interest in the board, commission or entity or in the business.

Section 100.12- Financial interests.

Any officer, whether elected or appointed, who has a financial interest in any matter that is pending before, or that might be considered by, the body of which the officer is a member shall:

(a) Disclose such interest to the other members of the body;

(b) Refrain from discussing the matter at any time with any other member of the body of which the officer is a member or with a member of any other body that might consider the matter;

(c) Leave the room during debate or hearing; and

(d) Refrain from voting on the matter.

Section 100.13 Political activities of officers.

(a) In elections other than for city council, a member of the city council may not:

(1) Use the prestige of the member's position with the city on behalf of a candidate;

(2) Solicit or receive contributions; or

(3) Serve as the designated campaign treasurer for a candidate as required by V.T.C.A. Election Code, ch. 14.

(b) In any election, a member of a city board, commission, or committee, whether governmental or advisory, may not:

(1) Use the prestige of the member's position with the city on behalf of a candidate;

(2) Serve as the designated campaign treasurer for a candidate as required by V.T.C.A. Election Code, ch. 14;

(3) Personally solicit or receive contributions for a candidate. A member, however, is not prohibited from serving on a steering committee to plan a program of solicitation and listing the member's name without reference to the office held when the committee as a whole is listed.

(c) Subsections (a)(1) and (b)(1) do not prohibit a member of the city council or of a board from lending the member's name in support of a candidate so long as the office held with the city is not mentioned in connection with the endorsement.

Section 100.14 Additional employment.

An employee of the city may accept outside employment if:

- (a) The employment complies with the Personnel Policy Handbook; and
- (b) The employment does not conflict with his duties as an employee of the city.

Section 100.15 Restrictions on contracting with the city or providing representation of others.

(a) An officer or employee in a position that involves significant reporting, decision-making, advisory, or supervisory responsibility who leaves the service or employment of the city may not, within 12 months after leaving that service or employment, represent any other person or organization in any formal or informal appearance:

- (1) Before the city concerning a project for which the person had responsibility as a city officer or employee; or
- (2) Before any other agency on a project for which the person had responsibility as an officer or employee.

(b) A former officer or employee who is subject to the requirements of subsection (a) shall, during the 24 months after leaving the service or employment of the city, disclose the officer or employee's previous position and responsibilities with the city when representing any other person or organization in any formal or informal appearance before a city agency.

(c) A member of the city council or an employee may not, within 12 months after leaving the service or employment of the city, either individually or as the officer or principal of a private business entity:

- (1) Submit a proposal, on behalf of the member or employee or on behalf of a private business entity, to make any city contract that is not required by state law to be competitively bid;
- (2) Negotiate or enter into any city contract that is not required by state law to be competitively bid; or
- (3) Have or acquire any financial interest, direct or indirect, in any city contract that is not required by state law to be competitively bid.

Section 100.16 Limitations on employee political activity and on the holding of elective public office by an employee.

(a) An employee of the city immediately forfeits employment with the city if:

- (1) The employee becomes a candidate for election to the city council;
- (2) The employee becomes a candidate for nomination or election in a partisan election for public office within the county or in a partisan election for a public office, the constituency of which includes all or part of the county;
- (3) The employee becomes a candidate for nomination or election to an elective public office where the holding of that office will conflict with the full and proper discharge of the employee's duties with the city; or

(4) A managerial or supervisory exempt city employee becomes a candidate for nomination or election to an elective public office of an entity having contractual relations with the city that involve the employee's department.

Section 100.17 – Ethics training

- A. This subsection applies to all City Officers.
 - 1. Each officer shall complete ethics training as provided herein.
 - 2. Each Officer shall complete an initial course of training within 90 days after the effective date of this ordinance.
 - 3. Each board, committee and commission member shall complete an initial course of training within 90 days after the effective date of this ordinance.
 - 4. Each Officer taking office for the first time on and after shall complete the course of training within 60 days after taking the oath of office.
 - 5. Each board, committee and commission member who is appointed to any board, committee or commission on and after February 29, 2024, and who has not completed the initial course of training or a refresher training course within the three years prior to the date the person takes the oath of office, shall complete the initial course of training within 90 days after the date the person takes the oath of office.
 - 6. Each Officer shall thereafter complete refresher training courses as provided in subsection (C).
- B. This subsection applies to all City employees.
 - 1. Each City employee shall complete ethics training as provided herein.
 - 2. All employees shall complete an initial course of training as part of each employee's participation in a new employee orientation, as established by the City Manager or his designee.
 - 3. Each employee shall thereafter complete refresher training courses as provided in subsection (C), or as otherwise directed by the City Manager.
- C. The courses of training required under this section shall be provided and completed as follows:
 - 1. Each officer and employee shall complete the initial course of training as provided in Subsections (A) and (B), as applicable.
 - 2. Each Officer shall thereafter complete a refresher training course that will be offered during every third year subsequent to the initial course of training provided during calendar year 2024, with the first refresher course of training to be offered during calendar year 2027.
 - 3. Each employee shall thereafter complete a refresher training course as provided in subsection (C)(2), or as otherwise directed by the City Manager.
 - 4. An Officer or employee who has completed his initial course of training within the 12 months prior to the start of a calendar in which refresher training is required is not required to complete the refresher training offered during that immediately-following calendar year, but shall be required to complete all subsequent refresher training courses, as provided herein.
- D. The City Manager shall ensure that the training required by this section is made available.
 - 1. The training course and refresher training courses shall be developed and provided by the City Manager or his designees, and be subject to approval as to form by the City Attorney or his designees.
 - 2. The training courses must include instruction in:
 - a. Requirements relating to the standards of conduct imposed under this chapter, including, but not limited to, the acceptance of gifts;
 - b. State penal and other laws that relate to ethical conduct;

- c. Reporting and disclosure requirements of the ethics ordinance and state law;
 - d. Basic requirements of the lobbying ordinance and facilitating compliance by others with that chapter
 - e. Penalties and their consequences for failure to comply with the ethics and lobbying ordinances; and
 - f. The application of the ethics ordinance to unique situations relating to the board, commission or committee that the Officer has been appointed to, or the application of the ethics ordinance to unique situations relating to the type of work that an employee does or the department he/she is assigned to.
3. The courses of training required under this section may be offered through live instruction or through the use of a video-recorded presentation.

Section 100.18 Penalty for violation of article; appeals.

- (a) The failure of any officer or employee to comply with this article or the violation of one or more of the standards of conduct set forth in this article, which apply to him, shall constitute grounds for all legal remedies provided by law which may include, if permissible, expulsion, reprimand, censure, removal from office, or discharge. In the case of a city council member, the matter shall be decided by a vote of two-thirds of the entire membership of the city council.
- (b) The City Council has the following sanctions available:
 - 1. Letter of notification. A letter of notification may be issued when the City Council finds that a violation of this chapter was clearly unintentional. A letter of notification may advise the person to whom the letter is directed of any steps to be taken to avoid future violations.
 - 2. Letter of admonition. A letter of admonition may be issued when the City Council finds that the violation of this chapter was minor and/or may have been unintentional, but where the circumstances call for a more substantial response than a letter of notification.
 - 3. Letter of reprimand. A reprimand may be issued when the City Council finds that a violation of this chapter was committed intentionally or through disregard of this chapter.
 - 4. Removal from office. In addition to a letter of reprimand, removal from office may be considered by City Council for action when the City Council finds that a serious or repeated violation of this chapter was committed by an Officer intentionally or through culpable disregard of this chapter.
- (c) The city council hereby adopts the following procedures to implement a sanction policy:
 - (1) Two or more Elected City Officials may file a written notice of sanction against another Elected City official with the City Secretary. The written notice shall set forth the allegation(s) of conduct which the accused Elected Official shall have allegedly violated. A copy shall be delivered to all elected members. A written response to the allegation(s) may be filed by the accused Elected Official ten days after receipt thereof. A copy of the notice of sanction and response thereto shall be delivered to each Elected Official within two days after the response is filed.
 - (2) On the first regularly called meeting of the City Council, which complies with the Texas Open Meetings Act, after the filing of the notice and response, the City Secretary shall formally read the notice and response into the public record. The City Council, by majority vote, shall thereafter determine whether or not good cause shall exist to set a formal hearing on the merits of the notice of sanction or dismiss the allegation(s). If it

is determined, based upon the merits, a public hearing is required, a public hearing shall be set on the allegation(s) by the City Council. A vote to hold a public hearing shall not be construed to be a vote of sanction.

(3) At a public hearing, the accused Elected Official has the right to be represented by legal counsel and present witnesses relative to the allegation(s).

(4) A public hearing on the allegation(s) and response shall be held at either a regular or special called meeting of the city council, which shall be open to the public.

(5) At a public hearing, the City Council will hear evidence concerning the notice of sanction. The Elected Officials proffering the charges shall present evidence in support of the allegation(s) contained in the notice of sanction. The Elected Official who is the subject of the sanction shall have the opportunity to present evidence to support his or her position with respect to the notice of sanction. After receiving evidence at an open public meeting, the city council shall then take a roll-call vote, after motion duly made and seconded, two-thirds of all members of the City Council shall be required to sustain the sanction of the council member.

(c) In the case of an employee of the city, disciplinary action and appeals therefrom shall be in conformance with procedures established by the city charter and personnel rules and regulations.

(d) In the case of members of boards or committees, the matters shall be decided by a majority vote of the city council.

(e) The decision of the bodies authorized to hear violations shall be final in the absence of bias, prejudice or fraud.

Section 100.18 Annual Review and Re-adoption

This ordinance must be reviewed by the City Council on or before each anniversary of its adoption and may be amended at anytime.

Second, this ordinance shall take effect and be in force from and after its adoption.

READ, PASSED AND ADOPTED this ____ day of _____, 2024.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Clarisa Molina, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

David Olson, City Attorney,
City of Freeport, Texas



City Council Agenda Item #13.

Title: Consideration and possible action Approving Resolution No. 2024-2836 for annual re-affirmation of Ordinance 2024-2721 establishing the City's Ethics Policy for all Elected and Appointed City Officials and all City Employees.

Date: February 5, 2024

From: Donna Fisher, HR Director
Lance Petty, City Manager

Staff Recommendation: Staff recommends approval of this resolution.

Item Summary: The Ethics ordinance adopted by the City in 2019 requires annual review of that ordinance and action for re-affirmation. This Resolution is for the revised Ordinance.

Background Information:

Special Considerations: N/A

Financial Impact: It is intended that this ordinance would protect the financial interests of the city as well as the City's overall integrity and reputation.

Board or 3rd Party Recommendation:

Supporting Documentation:

1. resolution reaffirming ethics ordinance 2024

RESOLUTION NO. 2024-2836

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS TO EVIDENCE THE REVIEW OF ETHICS ORDINANCE 2024-2721, OBTAIN CONSENT OF THE CITY COUNCIL TO CONTINUE SAID ORDINANCE WITH APPROVED CHANGES, AMENDMENTS OR DELETIONS; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.

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 an Ethics Ordinance; and,

WHEREAS, the proper operation of government requires that the 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 in February of 2019, establishing an ethics policy for all appointed or elected officials, board and commissions as well as City employees; and,

WHEREAS, that ordinance is required to be reviewed annually and considered for adoption; and,

WHEREAS, the intent of said Ethics Ordinance is to maintain a set of general principles and guidelines pertaining to ethical conduct, responsibility, and duty; and

WHEREAS, the City of Freeport desires to maintain said Ethics Ordinance to govern the actions of public officials and employees and to memorialize Freeport officials’ dedication and service to the citizens of the City; and

WHEREAS, it is important that the public have confidence in the integrity of its government; and

WHEREAS, a Motion was brought before the City Council to review and said Ethics Ordinance, entertaining any changes, additions or deletions to said ordinance, and allowing for discussion and debate.

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

SECTION 1. The City council consents and approves to continue Ethics Ordinance 2019-2567 to remain in effect and continue with approved any changes.

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

SECTION 3. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2024.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Molina, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

David Olson, City Attorney
City of Freeport, Texas



City Council Agenda Item #14.

Title: Consideration and possible action ratifying the contract between the City of Freeport and the General Land Office (GLO), contract No. 24-065-007-E164.

Date: February 5, 2024

From: Cathy Ezell, Finance Director

Staff Recommendation: Staff recommends ratifying GLO Contract No. 24-065-007-E164

Item Summary: The City of Freeport has been awarded a grant through the Community Development Block Grant Mitigation Program - Regional Mitigation Program Projects in the amount of \$1,838,000. The GLO Contract No. 24-065-007-E164 was signed by the Mayor on December 31, 2023 through DocuSign. This item is to ratify the approval of the contract.

Background Information: The City of Freeport received a grant in the amount of \$1,838,000 and had to create a project that met all the qualifications set by the grant. The project submitted will construct a new pump station slab with rain covering and installation of water pumps; rehabilitate an existing pump station including replacement of electrical system and HVAC; rehabilitate an existing 500,000-gallon ground storage water tank including replacement of roof vent, hatch, and level indicator; drain, clean, and surface prep the tank; coat both inside and outside the tank; and complete associated appurtenances. This project is located at the Avenu F water pump station.

Special Considerations: N/A

Financial Impact: There is no required match for this project.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Freeport_24-065-007-E164_K (002)



GLO CONTRACT NO. 24-065-007-E164
COMMUNITY DEVELOPMENT BLOCK GRANT
MITIGATION PROGRAM – REGIONAL MITIGATION PROGRAM PROJECTS
NON-RESEARCH & DEVELOPMENT
MITIGATION FUNDING

The **GENERAL LAND OFFICE** (the “GLO”), a Texas state agency, and **CITY OF FREEPORT**, Texas Identification Number (TIN) **17460008893** (“Subrecipient”), each a “Party” and collectively the “Parties,” enter into this Subrecipient agreement (the “Contract”) under the U.S. Department of Housing and Urban Development’s Community Development Block Grant Mitigation (“CDBG-MIT”) program to provide financial assistance with funds appropriated under the Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted on February 9, 2018, for necessary expenses for Activities authorized under Title I of the Housing and Community Development Act of 1974 (42 U.S.C. § 5301 et seq.) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from major declared disasters that occurred in 2015, 2016, or 2017 pursuant to the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 et seq.).

Through CDBG-MIT Federal Award Number B-18-DP-48-0002, awarded January 12, 2021, as may be amended from time to time, the GLO administers grant funds as Community Development Block Grants (Catalog of Federal Domestic Assistance Number 14.228, “Community Development Block Grants/State’s program and Non-Entitlement Grants in Hawaii”), as approved by the Texas Land Commissioner and limited to use for facilitating recovery efforts in Presidentially-declared major disaster areas.

ARTICLE I - GENERAL PROVISIONS

1.01 SCOPE OF PROJECT AND SUBAWARD

(a) Scope of Project

The purpose of this Contract is to set forth the terms and conditions of Subrecipient’s participation in the CDBG-MIT program. In strict conformance with the terms and conditions of this Contract, Subrecipient shall perform, or cause to be performed, the Activities defined in **Attachment A** (the “Project”). Subrecipient shall conduct the Project in strict accordance with this Contract, including all Contract Documents listed in **Section 1.02**, below, and any Amendments, Revisions, or Technical Guidance Letters issued by the GLO.

(b) Subaward

Subrecipient submitted a Grant Application under the Program. The GLO enters into this Contract based on Subrecipient's approved Grant Application.

Subject to the terms and conditions of this Contract and Subrecipient's approved Grant Application, the GLO shall issue a subaward to Subrecipient in an amount not to exceed **\$1,838,000.00**, payable as reimbursement of Subrecipient's allowable expenses, to be used in strict conformance with the terms of this Contract and the Performance Statement, Budget, and Benchmarks in **Attachment A**.

The GLO is not liable to Subrecipient for any costs Subrecipient incurs before the effective date of this Contract or after the expiration or termination of this Contract. The GLO, in its sole discretion, may reimburse Subrecipient for allowable costs incurred before the effective date of this Contract, in accordance with federal law.

1.02 CONTRACT DOCUMENTS

This Contract and the following Attachments, attached hereto and incorporated herein in their entirety for all purposes, shall govern this Contract:

- ATTACHMENT A:** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B:** Federal Assurances and Certifications
- ATTACHMENT C:** General Affirmations
- ATTACHMENT D:** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E:** Special Conditions
- ATTACHMENT F:** Monthly Activity Status Report
- ATTACHMENT G:** GLO Information Security Appendix
- ATTACHMENT H:** Contract Reporting Template

1.03 GUIDANCE DOCUMENTS

Subrecipient is deemed to have read and understood, and shall abide by, all Guidance Documents applicable to the CDBG-MIT program, including, without limitation, the following:

- (a) 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards;
- (b) the relevant Federal Register publications;
- (c) the Action Plan;
- (d) the Method of Distribution (as applicable);
- (e) Other guidance posted at: <https://recovery.texas.gov/action-plans/mitigation/index.html>; and

(f) Other guidance posted at: <https://www.hudexchange.info/>.

All Guidance Documents identified herein are incorporated herein in their entirety for all purposes.

1.04 DEFINITIONS

“[Acquisition](#)” means the purchase by Subrecipient of residential real property in a floodplain or Disaster Risk Reduction Area for any public purpose, as further defined in 42 U.S.C. § 5305(a)(1). Subrecipient may acquire property through the property owner’s voluntary relinquishment of the property upon Subrecipient’s purchase of it or through Subrecipient’s eminent domain authority.

“[Act](#)” means Title I of the Housing and Community Development Act of 1974, as amended (42 U.S.C. § 5301, et seq.).

“[Action Plan](#)” means the State of Texas CDBG Mitigation (CDBG-MIT) Action Plan, as amended, found at <https://recovery.texas.gov/action-plans/mitigation/index.html>.

“[Activity](#)” means a defined class of works or services eligible to be accomplished using CDBG-MIT funds. Activities are specified in Subrecipient’s Performance Statement and Budget in **Attachment A**.

“[Administrative and Audit Regulations](#)” means all applicable statutes, regulations, and other laws governing administration or audit of this Contract, including Title 2, Part 200, of the Code of Federal Regulations and Chapters 321 and 2155 of the Texas Government Code.

“[Advance Payment](#)” means any payment issued by the GLO to Subrecipient before Subrecipient disburses awarded funds for Program purposes, as further defined at 2 C.F.R. § 200.1 and 2 C.F.R. § 200.305.

“[Amendment](#)” means a written agreement, signed by the Parties hereto, that documents alterations to the Contract other than those permitted by Technical Guidance Letters or Revisions, as herein defined.

“[Application](#)” or “[Grant Application](#)” means the information Subrecipient provided to the GLO that is the basis for the award of funding under this Contract.

“[As-Built Plans](#)” means the revised set of drawings submitted by a contractor upon completion of a project or a particular job that reflects all changes made in the specifications and working drawings during the construction process and show the exact dimensions, geometry, and location of all elements of the work completed under the project.

“[Attachment](#)” means documents, terms, conditions, or additional information physically added to this Contract following the execution page or included by reference.

“[Audit Certification Form](#)” means the form, as specified in the GLO Guidance Documents, that Subrecipient will complete and submit to the GLO annually, in accordance with **Section 4.01** of this Contract, to identify Subrecipient’s fiscal year expenditures.

“[AUGF](#)” means HUD Form 7015.16, *Authority to Use Grant Funds*.

“[Benchmark](#)” means the milestones identified in **Attachment A** that define actions and Deliverables required to be completed by Subrecipient for release of funding by the GLO throughout the life of the Contract.

“[Budget](#)” means the budget for the Activities funded by the Contract, a copy of which is included in **Attachment A**.

“[Buyout](#)” means an Acquisition of real property in a floodplain or Disaster Risk Reduction Area that Subrecipient makes with the intent to reduce risk of real and personal property damage from future flooding events. Real property purchased under a local Buyout program is subject to post-acquisition land-use restrictions, which require that any structures on the property be demolished or relocated and the land be reverted to a natural floodplain, converted into a retention area, or retained as green space for recreational purposes.

“[CDBG-MIT](#)” means the Community Development Block Grant Mitigation Program administered by the U.S. Department of Housing and Urban Development, in cooperation with the GLO.

“[Certificate of Construction Completion](#)” or “[COCC](#)” means a document to be executed by Subrecipient, Subrecipient’s construction contractor, and Subrecipient’s engineer for each construction project that, when fully executed, provides final performance measures for the project and indicates acceptance of the completed project.

“[C.F.R.](#)” means the United States Code of Federal Regulations, the codification of the general and permanent rules and regulations (sometimes called administrative law) published in the Federal Register by the executive departments and agencies of the federal government of the United States.

“[COG](#)” means Council of Governments, a political subdivision responsible for representing member local governments, mainly cities and counties, seeking to provide cooperative planning, coordination, and technical assistance on issues of mutual concern crossing jurisdictional lines.

“[Contract](#)” means this entire document; any Attachments, both physical and incorporated by reference; and any Amendments, Revisions, or Technical Guidance Letters the GLO may issue, to be incorporated by reference herein for all purposes as they are issued.

“[Contract Documents](#)” means the documents listed in **Section 1.02**.

“[Contract Period](#)” means the period of time between the effective date of the Contract and its expiration or termination date.

“[Deliverable](#)” means a work product required to be submitted to the GLO as set forth in the Performance Statement and Benchmarks, which are included in **Attachment A**.

“[Disaster Risk Reduction Area](#)” means a clearly delineated area established by Subrecipient in which real property suffered damage from a disaster for which CDBG-MIT funding has been awarded to Subrecipient and in which the safety and well-being of area residents are at risk from future flooding events.

“[DRGR](#)” means the U.S. Department of Housing and Urban Development’s Disaster Recovery and Grant Reporting System.

“[Environmental Review Record](#)” or “[ERR](#)” means the cumulative documentation required for each Activity or project to certify whether or not the Activity or project was found to have significant impacts on the environment and certify that, in order to reach said conclusion, the required environmental review process was completed in accordance with HUD’s environmental regulations.

“[Equipment](#)” means tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost that equals or exceeds the lesser of the capitalization level established by Subrecipient for financial statement purposes or \$5,000, as further defined at 2 C.F.R. § 200.313.

“[Event of Default](#)” means the occurrence of any of the events set forth in **Section 3.03**, herein.

“[Federal Assurances](#)” means Standard Form 424B (for non-construction projects) or Standard Form 424D (for construction projects), as applicable, in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Certifications](#)” means the document titled “Certification Regarding Lobbying – Compliant with Appendix A to 24 C.F.R. Part 87” and Standard Form LLL, “Disclosure of Lobbying Activities,” also in **Attachment B**, attached hereto and incorporated herein for all purposes.

“[Federal Register](#)” means the official journal of the federal government of the United States that contains government agency rules, proposed rules, and public notices, including U.S. Department of Housing and Urban Development’s Federal Register Notice 84 Fed. Reg. 45838 (August 30, 2019) and any other publication affecting CDBG-MIT allocations funding this Contract.

“[Fiscal Year](#)” means the period beginning September 1 and ending August 31 each year, which is the annual accounting period for the State of Texas.

“[FWCR](#)” means Final Wage Compliance Report, a report Subrecipient will prepare at the completion of each federally funded project to certify that all workers on the project have been paid contract-specified prevailing wages and that any restitution owed to workers has been paid.

“[GAAP](#)” means “generally accepted accounting principles.”

“[GASB](#)” means accounting principles as defined by the Governmental Accounting Standards Board.

“[General Affirmations](#)” means the affirmations in **Attachment C**, which Subrecipient certifies by signing this Contract.

“[GLO](#)” means the Texas General Land Office and its officers, employees, and designees, acting in their official capacities.

“[GLO Implementation Manual](#)” means the manual created by the GLO for subrecipients of CDBG-MIT grant allocations to provide guidance and training on the policies and procedures required so that subrecipients can effectively implement CDBG-MIT programs and timely spend grant funds.

“[Grant Completion Report](#)” or “[GCR](#)” means a report containing an as-built accounting of all Activities completed under the Project and all information required for final acceptance of Deliverables and Contract closeout.

“[Grant Manager](#)” means the authorized representative of the GLO responsible for the day-to-day management of the Project and the direction of staff and independent contractors in the performance of work relating thereto.

“[Guidance Documents](#)” means the documents referenced in **Section 1.03**.

“[HUD](#)” means the United States Department of Housing and Urban Development.

“[Implementation Schedule](#)” means the schedule that establishes the Project milestones Subrecipient will utilize to ensure timely expenditures and Project completion.

“[Infrastructure](#)” means a project involving the creation of, repairs to, or replacement of public-works facilities and systems, including roads, bridges, dams, water and sewer systems, railways, subways, airports, and harbors. The term “Infrastructure” may also include a Planning Study project that relates to or affects Infrastructure facilities or systems.

“[Intellectual Property](#)” means patents, rights to apply for patents, trademarks, trade names, service marks, domain names, copyrights and all applications and worldwide registration of such, schematics, industrial models, inventions, know-how, trade secrets, computer software programs, other intangible proprietary information, and all federal, state, or international registrations or applications for any of the foregoing.

“[Low- and Moderate-Income](#)” or “[LMI](#)” means a family or individual household whose annual income does not exceed eighty percent (80%) of the median family income or such other income limits as determined by HUD. This definition includes Very-Low-, Low-, and Moderate-Income households.

“[LMISD](#)” means low-and moderate-income summary data as published by HUD which assists CDBG-MIT grantees in determining whether or not a CDBG-funded activity qualifies as a LMA activity.

“[Method of Distribution](#)” or “[MOD](#)” means a document developed for a specific region that outlines the distribution of CDBG-MIT funding to counties, cities, and local government entities in the region.

“[MID](#)” means “most impacted and distressed,” referencing a geographical area identified by the State of Texas or HUD as an area that sustained significant damage from a major disaster.

“[Monthly Activity Status Report](#)” means a monthly Project Benchmark status report, as required under **Section 4.02**, for which a template is included as **Attachment F** of this Contract.

“[NTP](#)” means “notice to proceed,” a written authorization from the GLO to Subrecipient that allows Subrecipient to commence the work described in the NTP.

“[Performance Statement](#)” means the statement of work for the Project in **Attachment A**, which includes specific Benchmarks and Activities, provides specific Project details and location(s), and lists Project beneficiaries.

“[Planning](#)” means an Activity performed to assist in determining community disaster recovery needs such as urban environmental design, flood control, drainage improvements, surge protection, or other recovery responses. Planning services cannot include engineering design.

“[Program](#)” means the CDBG-MIT program, administered by HUD and the GLO.

“[Project](#)” means the work to be performed under this Contract, as described in **Section 1.01(a)** and **Attachment A**.

“[Prompt Pay Act](#)” means Chapter 2251 of the Texas Government Code.

“[Public Information Act](#)” or “[PIA](#)” means Chapter 552 of the Texas Government Code.

“[Regional Mitigation Program](#)” means the CDBG-MIT program implemented by the GLO under which COGs develop and implement Methods of Distribution allocating CDBG-MIT funds to local entities to reduce future impacts from major disasters in the region, as outlined in the Action Plan.

“[Revision](#)” means the GLO’s written approval of changes to Deliverable due dates, movement of funds among budget categories, and other Contract adjustments the GLO may approve without a formal Amendment.

“[Start-Up Documentation](#)” means the documents identified in Section 2.8.1 of the GLO Implementation Manual that must be completed and/or submitted to the GLO as specified in **Section 4.01**, below, before the GLO may reimburse Subrecipient for any invoiced expenses.

“[Subrecipient](#)” means City of Freeport, a recipient of federal CDBG-MIT funds through the GLO as the pass-through funding agency.

“[Technical Guidance Letter](#)” or “[TGL](#)” means an instruction, clarification, or interpretation of the requirements of this Contract or the CDBG-MIT Program that is issued by the GLO and provided to Subrecipient, applicable to specific subject matters pertaining to this Contract, and to which Subrecipient shall be subject as of a specific date.

“[Texas Integrated Grant Reporting System](#)” or “[TIGR](#)” means the GLO system of record for documenting and reporting the use of grant funding.

“[U.S.C.](#)” means the United States Code.

1.05 INTERPRETIVE PROVISIONS

- (a) The meaning of a defined term applies to its singular and plural forms.
- (b) The words “hereof,” “herein,” “hereunder,” and similar words refer to this Contract as a whole and not to any particular provision, section, Attachment, or schedule of this Contract unless otherwise specified.
- (c) The term “including” means “including, without limitation.”
- (d) Unless otherwise expressly provided, a reference to a contract includes subsequent amendments and other modifications thereto that were executed according to the contract’s terms and a reference to a statute, regulation,

ordinance, or other law includes subsequent amendments, renumbering, recodification, and other modifications thereto made by the enacting authority.

- (e) The captions and headings of this Contract are for convenience of reference only and shall not affect the interpretation of this Contract.
- (f) The limitations, regulations, and policies contained herein are cumulative and each must be performed in accordance with its terms without regard to other limitations, regulations, and policies affecting the same matter.
- (g) Unless otherwise expressly provided, reference to any GLO action by way of consent, approval, or waiver is deemed modified by the phrase “in its sole discretion.” Notwithstanding the preceding, the GLO shall not unreasonably withhold or delay any consent, approval, or waiver required or requested of it.
- (h) All due dates and/or deadlines referenced in this Contract that occur on a weekend or holiday shall be considered as if occurring on the next business day.
- (i) All time periods in this Contract shall commence on the day after the date on which the applicable event occurred, report is submitted, or request is received.
- (j) Time is of the essence in this Contract.
- (k) In the event of conflicts or inconsistencies between this Contract, its Attachments, federal and state requirements, and any documents incorporated herein by reference, such conflicts or inconsistencies shall be resolved by reference to the documents in the following order of priority: all applicable laws, rules, and regulations, including, but not limited to, those included in **Attachment D**; the Contract; **Attachment A**; **Attachment E**; **Attachment B**; **Attachment C**; **Attachment F**; **Attachment G**; **Attachment H**; applicable Guidance Documents; and the GLO Implementation Manual. Conflicts or inconsistencies between GLO Implementation Manual and this Contract; any laws, rules, or regulations; or any of the Guidance Documents should be reported to the GLO for clarification of the GLO Implementation Manual.

ARTICLE II – REIMBURSEMENT, ADVANCE PAYMENT, AND INCOME

2.01 REIMBURSEMENT REQUESTS

Each invoice submitted by Subrecipient shall be supported by actual receipts, cancelled checks, and/or such other documentation that, in the judgment of the GLO, allows for full substantiation of the costs incurred. Requests for payment must be submitted via the GLO’s Texas Integrated Grant Reporting (TIGR) system of record or as otherwise specified in a Technical Guidance Letter issued under this Contract.

Subrecipient will be paid in accordance with the Contract Budget and the Benchmarks described in **Attachment A**. Failure by Subrecipient to perform any action or submit any Deliverable as described in **Attachment A** could result in the GLO placing a hold on further Subrecipient draws, conducting an official monitoring risk assessment, or requiring repayment, in part or in full, by Subrecipient of drawn funds in addition to other remedies provided to the GLO under this Contract.

A draw request for an Advance Payment must be supported with documentation clearly demonstrating that the Advance Payment is required by Subrecipient in order for Subrecipient to continue carrying out the purpose of the Project.

2.02 TIMELY EXPENDITURES

In accordance with the Federal Register and to ensure timely expenditure of grant funds, Subrecipient shall submit reimbursement requests under this Contract, at a minimum, quarterly.

THE GLO MUST RECEIVE A REIMBURSEMENT REQUEST FOR AN INCURRED EXPENSE NOT LATER THAN ONE HUNDRED TWENTY (120) DAYS FROM THE DATE SUBRECIPIENT OR ANY OF ITS SUBCONTRACTORS INCUR THE EXPENSE. THE GLO MAY, IN ITS SOLE DISCRETION, DENY REIMBURSEMENT REQUESTS THAT DO NOT MEET THIS REQUIREMENT, ISSUE DELINQUENCY NOTICES, WITHHOLD CAPACITY POINTS ON FUTURE FUNDING COMPETITIONS, IMPOSE A MONITORING REVIEW OF SUBRECIPIENT'S ACTIVITIES, OR IMPLEMENT OTHER CORRECTIVE ACTIONS.

Subrecipient shall make timely payments to its subcontractors in accordance with Chapter 2251 of the Texas Government Code.

Unless otherwise instructed in this Section, Subrecipient shall submit final reimbursement requests to the GLO prior to Contract expiration or within thirty (30) days after the date of Contract termination. The GLO, in its sole discretion, may deny payment and de-obligate remaining funds from the Contract upon expiration or termination of the Contract. The GLO's ability to de-obligate funds under this **Section 2.02** notwithstanding, the GLO shall pay all eligible reimbursement requests that are timely submitted.

2.03 PROGRAM INCOME

In accordance with 24 C.F.R. § 570.489(e), Subrecipient shall maintain records of the receipt and accrual of all program income, as "program income" is defined in that section. Subrecipient shall report program income to the GLO in accordance with **Article IV** of this Contract. Subrecipient shall return all program income to the GLO at least quarterly unless otherwise authorized by the GLO in writing. Any GLO-authorized use of Program Income by Subrecipient shall be subject to GLO, HUD, and statutory restrictions and requirements.

ARTICLE III - DURATION, EXTENSION, AND TERMINATION OF CONTRACT

3.01 DURATION OF CONTRACT AND EXTENSION OF TERM

This Contract shall become effective on the date on which it is signed by the last Party and shall terminate on **March 31, 2026**, or upon the completion of all Benchmarks listed in **Attachment A** and required closeout procedures, whichever occurs first. **Subrecipient must meet all Project Benchmarks identified in Attachment A. Subrecipient's failure to meet any Benchmark may result in suspension of payment or termination under Sections 3.02, 3.03, or 3.04, below.**

Upon receipt of a written request and acceptable justification from Subrecipient, the GLO, at its discretion, may agree to amend this Contract to extend the Contract Period two (2) times for a period of up to one (1) year each. **ANY REQUEST FOR EXTENSION MUST BE RECEIVED BY THE GLO AT LEAST SIXTY (60) DAYS BEFORE THE ORIGINAL TERMINATION DATE OF THIS CONTRACT AND, IF APPROVED, SUCH EXTENSION SHALL BE DOCUMENTED IN A WRITTEN AMENDMENT.**

3.02 EARLY TERMINATION

The GLO may terminate this Contract by giving written notice specifying a termination date at least thirty (30) days after the date of the notice. Upon receipt of such notice, Subrecipient shall cease work, terminate any subcontracts, and incur no further expense related to this Contract. Such early termination shall be subject to the equitable settlement of the respective interests of the Parties, accrued up to the date of termination.

3.03 EVENTS OF DEFAULT

Each of the following events shall constitute an Event of Default under this Contract: (a) Subrecipient fails to comply with any term, covenant, or provision contained in this Contract; (b) Subrecipient makes a general assignment for the benefit of creditors or takes any similar action for the protection or benefit of creditors; or (c) Subrecipient makes a materially incorrect representation or warranty in a Performance Statement, a reimbursement request for payment, or any report submitted to the GLO under the Contract. Prior to a determination of an Event of Default, the GLO shall allow a thirty (30) day period to cure any deficiency or potential cause of an Event of Default. The GLO may extend the time allowed to cure any deficiency or potential cause of an Event of Default. The GLO shall not arbitrarily withhold approval of an extension of the time allowed to cure a deficiency or potential cause of an Event of Default. In no event shall the amount of time allowed to cure a deficiency or potential cause of an Event of Default extend beyond the Contract Period.

3.04 REMEDIES; NO WAIVER

Upon the occurrence of any Event of Default, the GLO may avail itself of any equitable or legal remedy available to it, including without limitation, withholding payment, disallowing all or part of noncompliant Activities, or suspending or terminating the Contract.

The Parties' rights or remedies under this Contract are not intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given under this Contract, or hereafter legally existing, upon the occurrence of an Event of Default. The GLO's failure to insist upon the strict observance or performance of any of the provisions of this Contract or to exercise any right or remedy provided in this Contract shall not impair, waive, or relinquish any such right or remedy with respect to another Event of Default.

3.05 REVERSION OF ASSETS

Upon expiration or termination of the Contract and subject to this Article:

- (a) If applicable, Subrecipient shall transfer to the GLO any CDBG-MIT funds Subrecipient has in its possession at the time of expiration or termination that are not attributable to work performed on the Project and any accounts receivable attributable to the use of CDBG-MIT funds awarded under this Contract; and
- (b) If applicable, real property under Subrecipient's control that was acquired or improved, in whole or in part, with funds in excess of \$25,000 under this Contract shall be used to meet one of the CDBG-MIT National Objectives pursuant to 24 C.F.R. § 570.208, as identified in the Action Plan, until five (5) years after the expiration of this Contract or such longer period of time as the GLO deems appropriate. If Subrecipient fails to use the CDBG-MIT funded real property in a manner that meets a CDBG-MIT National Objective for the prescribed period of time, Subrecipient shall pay the GLO an amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG-MIT funds for acquisition of, or improvement to, the property. Subrecipient may retain real property acquired or improved under this Contract after the expiration of the five-year period or such longer period of time as the GLO deems appropriate.

ARTICLE IV - CONTRACT ADMINISTRATION

4.01 SUBMISSIONS – GENERALLY

Except for legal notices that must be sent by specific instructions pursuant to **Section 8.12** of the Contract, any report, form, document, or request required to be submitted to the GLO under this Contract shall be sent in the format prescribed by the GLO.

If Subrecipient fails to submit to the GLO any required Program documentation in a timely and satisfactory manner as required under this Contract, the GLO, in its sole discretion, may issue a delinquency notification and withhold any payments, pending Subrecipient's correction of the deficiency.

(a) **Start-Up Documentation**

Not later than the close of business sixty (60) calendar days after the effective date of this Contract, Subrecipient must submit its Start-Up Documentation to the GLO.

(b) **Audit Certification Form**

Not later than the close of business sixty (60) calendar days after the end of Subrecipient's fiscal year for each year during the Contract term, Subrecipient must submit a completed Audit Certification Form to the GLO.

(c) **Other Forms**

In conformance with required state and federal laws applicable to the Contract:

- (i) Subrecipient certifies, by the execution of this Contract, all applicable statements in **Attachment C**, General Affirmations;
- (ii) Subrecipient must execute Standard Form 424D, Federal Assurances for Construction Programs, found at Page 1 of **Attachment B**;

- (iii) Subrecipient must execute the “Certification Regarding Lobbying Compliant with Appendix A to 24 C.F.R. Part 87,” found at Page 3 of **Attachment B**; and
- (iv) If any funds granted under this Contract have been used for lobbying purposes, Subrecipient must complete and execute Standard Form LLL, “Disclosure of Lobbying Activities,” found at Page 4 of **Attachment B**.

4.02 MONTHLY ACTIVITY STATUS REPORTS

Subrecipient must provide monthly Activity status reporting, in the format prescribed in **Attachment F** (Monthly Activity Status Report) or as otherwise instructed by the GLO Grant Manager, for each individual Activity identified in **Attachment A**. The Monthly Activity Status Report is due on the fifth day of the month following the month in which the reported Activities were performed for the duration of the Contract. Subrecipient shall submit the Monthly Activity Status Reports to the GLO through the TIGR system as prescribed in **Attachment F** or as specified by the GLO Grant Manager.

4.03 HUD CONTRACT REPORTING REQUIREMENT

HUD requires the GLO to maintain a public website that accounts for the use and administration of all GLO-administered CDBG-MIT grant funds. To assist the GLO in meeting this requirement, Subrecipient must prepare and submit monthly to the GLO a written summary of all contracts procured by Subrecipient using grant funds awarded under this Contract. Subrecipient shall only report contracts as defined in 2 C.F.R. § 200.1. Subrecipient must use the template in **Attachment H** to prepare the monthly reports. On or before the fifth day of each month during the Contract Period, reports summarizing required information for the preceding month shall be submitted through the TIGR system as prescribed in **Attachment H** or as specified by the GLO Grant Manager. Additional information about this reporting requirement is available in published HUD guidance and Federal Register publications governing the CDBG-MIT funding allocation.

4.04 SECTION 3 REPORTING REQUIREMENTS

In accordance with 24 C.F.R. § 75.25, Subrecipient is required to submit to the GLO quarterly reports documenting actions taken to comply with the employment, training, and contracting requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended ([12 U.S.C. § 1701u](#)), the results of such actions taken, and impediments encountered (if any) to such actions. Subrecipient should maintain records of job vacancies, solicitations of bids or proposals, selection materials and contracting documents (including scopes of work and contract amounts), in accordance with procurement laws and regulations. Records should demonstrate Subrecipient’s efforts to achieve the Section 3 numerical goals.

Section 3 quarterly reports are due on the 10th of the month following the quarter’s close. The schedule is as follows:

Quarter 1 (Sept-Nov): Due **December 10th**

Quarter 2 (Dec-Feb): Due **March 10th**

Quarter 3 (Mar-May): Due **June 10th**

Quarter 4 (Jun-Aug): Due **September 10th**

Subrecipient is also required to submit an annual report, due on **September 30** of each year during the Contract Period. Forms for the Section 3 quarterly and annual reports may be found at [s3-section-3-quarterly-report.xlsx \(live.com\)](#) and [s7-section-3-annual-summary-report.xlsx \(live.com\)](#). Subrecipient must submit completed forms to the GLO through the TIGR system, as instructed by the GLO Grant Manager.

If Subrecipient conducts no hiring or contracting efforts during a quarter, Subrecipient must report zeros in the quarterly report fields for such and add a note in the “other efforts, see remarks below” field that states that fact.

Subrecipient is not required to develop and implement a Section 3 Plan and assign a Section 3 Coordinator, but these actions are considered best practices.

ARTICLE V - FEDERAL AND STATE FUNDING, RECAPTURE OF FUNDS, AND OVERPAYMENT

5.01 FEDERAL FUNDING

- (a) Funding for this Contract is appropriated by the Congress of the United States under the act(s) listed in the table below and allocated to the State of Texas by HUD in accordance with Executive Order 12892, to fund disaster relief and recovery efforts in presidentially declared major disaster areas, as defined in Title IV of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5121 *et seq.*).

Congressional Act	Federal Award Identification Number (FAIN)
Further Additional Supplemental Appropriations for Disaster Relief Requirements Act, 2018 (Public Law 115-123), enacted February 9, 2018, for necessary expenses for activities authorized under title I of the Housing and Community Development Act of 1974 (42 U.S.C. 5301 <i>et seq.</i>) related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, and mitigation in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017	B-18-DP-48-0002

The fulfillment of this Contract is based on those funds being made available under Catalog of Federal Domestic Assistance (CFDA) No. 14.228 to the GLO as the lead administrative state agency. All expenditures under this Contract must be made in accordance with this Contract, the rules and regulations promulgated under the CDBG-MIT Program, and any other applicable laws. Further, Subrecipient acknowledges that all funds are subject to recapture and repayment for noncompliance.

- (b) **Subrecipient must have an assigned Unique Entity Identifier (UEID) and a Commercial and Government Entity (CAGE) code. Subrecipient must report its UEID and CAGE code to the GLO for use in various reporting documents.** A UEID and CAGE code may be obtained by visiting the System for Award Management website at <https://www.sam.gov>. **Subrecipient is responsible for renewing its registration with the System for Award Management annually and maintaining an active registration status throughout the Contract Period.**

5.02 STATE FUNDING

- (a) This Contract shall not be construed as creating any debt on behalf of the State of Texas or the GLO in violation of Article III, Section 49, of the Texas Constitution. The GLO's obligations hereunder are subject to the availability of state funds. If adequate funds are not appropriated or become unavailable, the GLO may terminate this Contract. In that event, the Parties shall be discharged from further obligations, subject to the equitable settlement of their interests accrued up to the date of termination.
- (b) Any claim by Subrecipient for damages under this Contract may not exceed the amount of payment due and owing Subrecipient or the amount of funds appropriated for payment but not yet paid to Subrecipient under this Contract. Nothing in this provision shall be construed as a waiver of the GLO's sovereign immunity.

5.03 RECAPTURE OF FUNDS

Subrecipient shall conduct, in a satisfactory manner as determined by the GLO, the Activities as set forth in the Contract. The discretionary right of the GLO to terminate for convenience under **Section 3.02** notwithstanding, the GLO may terminate the Contract and recapture, and be reimbursed by Subrecipient for, any payments made by the GLO (a) that exceed the maximum allowable HUD rate; (b) that are not allowed under applicable laws, rules, and regulations; or (c) that are otherwise inconsistent with this Contract, including any unapproved expenditures. **This recapture provision applies to any funds expended for the Project or any Activity that does not meet a CDBG-MIT Program National Objective as specified in the Performance Statement in Attachment A or that is not otherwise eligible under CDBG-MIT regulations.**

5.04 OVERPAYMENT AND DISALLOWED COSTS

Subrecipient shall be liable to the GLO for any costs disallowed pursuant to financial and/or compliance audit(s) of funds Subrecipient received under this Contract. Subrecipient shall reimburse the GLO for such disallowed costs from funds that were not provided or otherwise made available to Subrecipient under this Contract. Subrecipient must refund disallowed costs and overpayments of funds received under this Contract to the GLO within 30 days after the GLO issues notice of overpayment to Subrecipient.

5.05 FINAL BENCHMARK

(a) Construction Activities

To ensure full performance of each construction Activity and the Project, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's construction budget per Activity until completion and acceptance by the GLO of all actions and Deliverables for the Activity, as identified in **Attachment A**.

The GLO shall make the final disbursement to Subrecipient only upon the GLO's receipt and acceptance of the Deliverables identified in **Attachment A** as required for the completion of construction phase.

If Subrecipient has multiple construction subcontracts, an amount equal to five percent (5%) of Subrecipient's construction budget per construction subcontract shall be withheld by the GLO until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A** for the particular project. Separate Deliverables are required per construction subcontract, and associated costs are pro-rated in accordance with budget details in the final GLO-approved Application. If a project includes more than one Environmental Review Record, associated costs are pro-rated in accordance with budget details in the final GLO-approved Application.

(b) Project Delivery – Grant Administration

To ensure full performance of this Contract, the GLO will set aside an amount equal to five percent (5%) of Subrecipient's project delivery – grant administration budget until completion and acceptance by the GLO of all actions and Deliverables identified in **Attachment A**.

ARTICLE VI - INTELLECTUAL PROPERTY

6.01 OWNERSHIP AND USE

- (a) The Parties shall jointly own all right, title, and interest in and to all reports, drafts of reports, or other material, data, drawings, computer programs and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract, with each Party having the right to use, reproduce, or publish any or all of such information and other materials without obtaining permission from the other Party, subject to any other restrictions on publication outlined in this Contract, and without expense or charge.
- (b) Subrecipient grants the GLO and HUD a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for U.S. Government purposes, all reports, drafts of reports, or other material, data, drawings, computer programs, and codes associated with this Contract, and/or any copyright or other intellectual property rights, and any material or information developed and/or required to be delivered under this Contract.

6.02 NON-ENDORSEMENT BY STATE AND THE UNITED STATES

Subrecipient shall not publicize or otherwise circulate promotional material (such as advertisements, sales brochures, press releases, speeches, still or motion pictures, articles, manuscripts, or other publications) that states or implies the GLO, the State of Texas, U.S. Government, or any government employee, endorses a product, service, or position Subrecipient represents. Subrecipient may not release information relating to this Contract or state or imply that the GLO, the State of Texas, or the U.S. Government approves of Subrecipient's work products or considers Subrecipient's work product to be superior to other products or services.

6.03 DISCLAIMER REQUIRED

On all public information releases issued pursuant to this Contract, Subrecipient shall include a disclaimer stating that the funds for this Project are provided by Subrecipient and the Texas General Land Office through HUD's CDBG-MIT Program.

ARTICLE VII - RECORDS, AUDIT, AND RETENTION**7.01 BOOKS AND RECORDS**

Subrecipient shall keep and maintain under GAAP or GASB, as applicable, full, true, and complete records necessary for fully disclosing to the GLO, the Texas State Auditor's Office, the United States Government, and/or their authorized representatives sufficient information to determine Subrecipient's compliance with this Contract and all applicable laws, statutes, rules, and regulations, including the applicable laws and regulations provided in **Attachment D** and **Attachment E**.

7.02 INSPECTION AND AUDIT

- (a) All records related to this Contract, including records of Subrecipient and its subcontractors, shall be subject to the Administrative and Audit Regulations. Accordingly, such records and work product shall be subject, at any time, to inspection, examination, audit, and copying at Subrecipient's primary location or any location where such records and work product may be found, with or without notice from the GLO or other government entity with necessary legal authority. Subrecipient shall cooperate fully with any federal or state entity in the conduct of inspection, examination, audit, and copying, including providing all information requested. Subrecipient will ensure that this clause concerning federal and state entities' authority to inspect, examine, audit, and copy records and work product, and the requirement to fully cooperate with the federal and state entities, is included in any subcontract it awards.
- (b) The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the Contract or indirectly through a subcontract under the Contract. Acceptance of funds directly under the Contract or indirectly through a subcontract under the Contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. Under the direction of the legislative audit committee, an entity that is the subject

of an audit or investigation by the state auditor must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit. **The Office of the Comptroller General of the United States, the Government Accountability Office, the Office of Inspector General, or any authorized representative of the U.S. Government shall also have this right of inspection.** Subrecipient shall ensure that this clause concerning the authority to audit funds received indirectly by subcontractors through Subrecipient and the requirement to cooperate is included in any subcontract it awards.

- (c) Subrecipient will be deemed to have read and know of all applicable federal, state, and local laws, regulations, and rules pertaining to the Project, including those identified in **Attachment D**, governing audit requirements.
- (d) At any time, the GLO may perform, or instruct a for-profit Subrecipient to perform, an annual Program-specific, fiscal, special, or targeted audit of any aspect of Subrecipient's operation. Subrecipient shall maintain financial and other records prescribed by the GLO or by applicable federal or state laws, rules, and regulations.

7.03 PERIOD OF RETENTION

In accordance with federal regulations, all records relevant to this Contract shall be retained for a period of three (3) years subsequent to the final closeout of the overall State of Texas CDBG-MIT grant, in accordance with federal regulations. **The GLO will notify all Program participants of the date upon which local records may be destroyed.**

ARTICLE VIII - MISCELLANEOUS PROVISIONS

8.01 LEGAL OBLIGATIONS

For the duration of this Contract, Subrecipient shall procure and maintain any license, authorization, insurance, waiver, permit, qualification, or certification required by federal, state, county, or city statute, ordinance, law, or regulation to be held by Subrecipient to provide the goods or services required by this Contract. Subrecipient shall pay all costs associated with all taxes, assessments, fees, premiums, permits, and licenses required by law. Subrecipient shall pay any such government obligations not paid by its subcontractors during performance of this Contract. **Subrecipient shall maintain copies of such licenses and permits as a part of its local records in accordance with Section 7.01 of this Contract or as otherwise specifically directed by the GLO. Subrecipient shall provide Monthly Activity Status Reports via the GLO system of record in accordance with Section 4.02 of this Contract.**

8.02 INDEMNITY

As required under the Constitution and laws of the State of Texas, each Party understands that it is solely liable for any liability resulting from its acts or omissions. No act or omission of a Party shall be imputed to the other Party. Neither Party shall indemnify or defend the other Party.

8.03 INSURANCE AND BOND REQUIREMENTS

- (a) Unless Subrecipient is authorized by Chapter 2259 of the Texas Government Code to self-insure, Subrecipient shall carry insurance for the duration of this Contract in types and amounts necessary and appropriate for the Project.
- (b) Subrecipient shall require all contractors, subcontractors, vendors, service providers, or any other person or entity performing work described in **Attachment A** to carry insurance for the duration of the Project in the types and amounts customarily carried by a person or entity providing such goods or services. Subrecipient shall require any person or entity required to obtain insurance under this section to complete and file the declaration pages from the insurance policies with Subrecipient whenever a previously identified policy period expires during the term of Subrecipient's contract with the person or entity, as proof of continuing coverage. Subrecipient's contract with any such person or entity shall clearly state that acceptance of the insurance policy declaration pages by Subrecipient shall not relieve or decrease the liability of the person or entity. **Persons or entities shall be required to update all expired policies before Subrecipient's acceptance of an invoice for monthly payment from such parties.**
- (c) Subrecipient shall require performance and payment bonds to the extent they are required under Chapter 2253 of the Texas Government Code.
- (d) **Subrecipient shall require any person or entity performing work on any construction Activity under the Contract to complete form SF-424D, entitled "Assurances – Construction Programs," and Subrecipient shall maintain such documentation.**

8.04 ASSIGNMENT AND SUBCONTRACTS

Subrecipient must not assign, transfer, or delegate any rights, obligations, or duties under this Contract without the GLO's prior written consent. Any attempted assignment, transfer, or delegation in violation of this provision is void and without effect. Notwithstanding this provision, it is mutually understood and agreed that Subrecipient may subcontract with others for some or all of the services to be performed under this Contract. In any approved subcontracts, Subrecipient must legally bind the subcontractor to perform and make such subcontractor subject to all the duties, requirements, and obligations of Subrecipient as specified in this Contract. Nothing in this Contract shall be construed to relieve Subrecipient of the responsibility for ensuring that the goods delivered and/or the services rendered by Subrecipient and/or any of its subcontractors comply with all the terms and provisions of this Contract.

For subcontracts to which Federal Labor Standards requirements apply, Subrecipient shall submit to the GLO all documentation required to ensure compliance. Subrecipient shall retain five percent (5%) of the payment due under each of Subrecipient's construction or rehabilitation subcontracts until the GLO determines that the Federal Labor Standards requirements applicable to each such subcontract have been satisfied.

8.05 PROCUREMENT

Subrecipient must comply with the procurement procedures stated at 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules. Failure to comply with 2 C.F.R. §§ 200.318 through 200.327 and all other applicable federal, state, and local procurement procedures and laws, regulations, and rules could result in recapture of funds. Subrecipient must confirm that its vendors and subcontractors are not debarred from receiving state or federal funds at each of the following web addresses:

- (a) the Texas Comptroller's Vendor Performance Program at <https://comptroller.texas.gov/purchasing/>; and
- (b) the U.S. General Services Administration's System for Award Management at <https://www.sam.gov/>.

8.06 CHILD SUPPORT OBLIGATION

Subrecipient represents and warrants that it will include the following clause in the award and contract documents for every subaward and subcontract and will require subawardees and subcontractors to certify accordingly: "Under Section 231.006 of the Texas Family Code, the vendor or applicant certifies that the individual or business entity named in this contract, bid, or application is not ineligible to receive the specified grant, loan, or payment and acknowledges that this contract may be terminated and payment may be withheld if this certification is inaccurate. A bid or an application for a contract, grant, or loan paid from state funds must include the name and social security number of the individual or sole proprietor and each partner, shareholder, or owner with an ownership interest of at least 25 percent of the business entity submitting the bid or application."

8.07 SUBAWARD AND SUBCONTRACT MONITORING

Subrecipient represents and warrants that it will monitor the activities of any subawardee as necessary to ensure that the subaward is used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subaward, and that subaward performance goals are achieved. Subrecipient represents and warrants that it will monitor the activities of any subcontractor as necessary to ensure that subcontract funds are used for authorized purposes, in compliance with applicable statutes, regulations, and the terms and conditions of the subcontract, and that subcontract performance goals are achieved.

8.08 EQUIPMENT AND COMPUTER SOFTWARE

Any purchase of Equipment or computer software made pursuant to this Contract shall be made in accordance with all applicable laws, regulations, and rules, including those defined in 2 C.F.R. § 200.313.

In accordance with 24 C.F.R. § 570.502(a), if Equipment is acquired, in whole or in part, with funds under this Contract and is then sold, the proceeds shall be considered program income, as defined in **Section 2.03** above. Equipment not needed by Subrecipient for Activities under this Contract shall be (a) transferred to the GLO for the CDBG-MIT Program or (b) retained by Subrecipient after compensating the GLO an amount equal to

the current fair market value of the Equipment less the percentage of non-CDBG-MIT funds used to acquire the Equipment.

8.09 COMMUNICATION WITH THIRD PARTIES

The GLO and the authorities named in **Article VII**, above, may initiate communications with any subcontractor of Subrecipient, and may request access to any books, documents, personnel, papers, and records of a subcontractor which are pertinent to this Contract. Such communications may be required to conduct audits, examinations, Davis-Bacon Labor Standards interviews, and gather additional information as provided in **Article VII** herein.

8.10 RELATIONSHIP OF THE PARTIES

Subrecipient is associated with the GLO only for the purposes and to the extent specified in this Contract. Subrecipient is and shall be an independent contractor and, subject only to the terms of this Contract, shall have the sole right to supervise, manage, operate, control, and direct performance of the details incident to its duties under this Contract. Nothing contained in this Contract creates a partnership or joint venture, an employer-employee or principal-agent relationship, or any liability whatsoever with respect to the indebtedness, liabilities, or obligations of Subrecipient or any other party. Subrecipient shall be solely responsible for, and the GLO shall have no obligation with respect to, the following: the withholding of income taxes, FICA, or any other taxes or fees; industrial or workers' compensation insurance coverage; participation in any group insurance plans available to employees of the State of Texas; participation or contributions by the State of Texas to the State Employees Retirement System; accumulation of vacation leave or sick leave; or unemployment compensation coverage provided by the State of Texas.

8.11 COMPLIANCE WITH OTHER LAWS

In the performance of this Contract, Subrecipient must comply, and must ensure the compliance of its subawardees and contracts, with all applicable federal, state, and local laws, statutes, ordinances, and regulations, including those listed in **Attachments B, C, D, and E**, and policies in effect or hereafter established. Subrecipient is deemed to know of and understand all applicable laws, statutes, ordinances, and regulations affecting its performance under this Contract. In addition, Subrecipient represents and warrants that it will comply with all requirements imposed by the awarding agency concerning special requirements of law, program requirements, and other administrative requirements. In instances where multiple requirements apply to Subrecipient, the more restrictive requirement applies.

8.12 NOTICES

Any notices required under this Contract shall be deemed delivered when deposited either in the United States mail (certified, postage paid, return receipt requested) or with a common carrier (overnight, signature required) to the appropriate address below.

GLO

Texas General Land Office
1700 N. Congress Avenue, 7th Floor
Austin, TX 78701
Attention: Contract Management Division

Subrecipient

City of Freeport
200 W. 2nd Street
Freeport, TX 77541
Attention: Brooks Bass

Notice given in any other manner shall be deemed effective only if and when received by the Party to be notified. Either Party may change its address for notice by written notice to the other Party sent in accordance with this section.

8.13 GOVERNING LAW AND VENUE

This Contract and the rights and obligations of the Parties hereto shall be governed by, and construed according to, the laws of the State of Texas, exclusive of conflicts of law provisions. Venue of any suit brought under this Contract shall be in a court of competent jurisdiction in Travis County, Texas. Subrecipient irrevocably waives any objection, including any objection to personal jurisdiction or the laying of venue or based on the grounds of *forum non conveniens*, that it may now or hereafter have to the bringing of any action or proceeding in such jurisdiction with respect to this Contract or any related document. **NOTHING IN THIS CONTRACT SHALL BE CONSTRUED AS A WAIVER OF SOVEREIGN IMMUNITY BY THE GLO.**

8.14 SEVERABILITY

If a court of competent jurisdiction determines any provision of this Contract is invalid, void, or unenforceable, the remaining terms, provisions, covenants, and conditions of this Contract shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.

8.15 DISPUTE RESOLUTION

Except as otherwise provided by statute, rule or regulation, Subrecipient shall use the dispute resolution process established in Chapter 2260 of the Texas Government Code and related rules to attempt to resolve any dispute under this Contract, including a claim for breach of contract by the GLO, that the Parties cannot resolve in the ordinary course of business. Neither the occurrence of an event giving rise to a breach of contract claim nor the pendency of such a claim constitutes grounds for Subrecipient to suspend performance of this Contract. Notwithstanding this provision, the GLO reserves all legal and equitable rights and remedies available to it. **NOTHING IN THIS SECTION SHALL BE CONSTRUED AS A WAIVER OF THE GLO'S SOVEREIGN IMMUNITY.**

8.16 CONFIDENTIALITY

To the extent permitted by law, Subrecipient and the GLO shall keep all information, in whatever form produced, prepared, observed, or received by Subrecipient or the GLO, confidential to the extent that such information is: (a) confidential by law; (b) marked or designated “confidential” (or words to that effect) by Subrecipient or the GLO; or (c) information that Subrecipient or the GLO is otherwise required to keep confidential by this Contract. Subrecipient must not make any communications or announcements relating to this Contract through press releases, social media, or other public relations efforts without the prior written consent of the GLO.

8.17 PUBLIC RECORDS

The GLO shall post this Contract to the GLO’s website. Subrecipient understands that the GLO will comply with the Texas Public Information Act (Texas Government Code Chapter 552, the “PIA”), as interpreted by judicial rulings and opinions of the Attorney General of the State of Texas (the “Attorney General”). Information, documentation, and other material in connection with this Contract may be subject to public disclosure pursuant to the PIA. Subrecipient is required to make any information created or exchanged with the GLO or the State of Texas pursuant to the Contract, and not otherwise excepted from disclosure under the PIA, available to the GLO in portable document file (“.pdf”) format or any other format agreed upon between the Parties that is accessible by the public at no additional charge to the GLO or the State of Texas. By failing to mark any information that Subrecipient believes to be excepted from disclosure as “confidential” or a “trade secret,” Subrecipient waives any and all claims it may make against the GLO for releasing such information without prior notice to Subrecipient. The Attorney General will ultimately determine whether any information may be withheld from release under the PIA. Subrecipient shall notify the GLO’s Office of General Counsel within twenty-four (24) hours of receipt of any third-party written requests for information and forward a copy of said written requests to PIALegal@glo.texas.gov. If a request for information was not written, Subrecipient shall forward the third party’s contact information to the above-designated e-mail address.

8.18 AMENDMENTS TO THE CONTRACT

Amendments to decrease or increase the subaward, to add or delete an Activity as allowed by the Guidance Documents, to extend the term of the Contract, and/or to make other substantial changes to the Contract may be made only by written agreement of the Parties under the formal Amendment process outlined below, except that, upon completion of the Project, the GLO shall formally close out the Project by issuing a closeout letter pursuant to **Section 8.23**. The formal Amendment process requires official request documentation from Subrecipient detailing all provisions to be amended and supporting documentation as required. The GLO Grant Manager will confirm and review the request and, as appropriate, submit the proposed amended language or amount to the GLO’s Contract Management Division for the preparation of a formal Amendment and circulation for necessary GLO and Subrecipient signatures.

In the sole discretion of the GLO and in conformance with federal law, the GLO may approve other adjustments required by the GLO during Project performance through a

Revision or Technical Guidance Letter unilaterally issued by the GLO and acknowledged by Subrecipient. Such GLO approvals must be in writing and may be delivered by U.S. mail or electronic mail.

8.19 ENTIRE CONTRACT AND MODIFICATIONS

This Contract, its Attachments, and any Amendment(s), Technical Guidance Letter(s), and/or Revision(s) issued in conjunction with this Contract, if any, constitute the entire agreement of the Parties and are intended as a complete and exclusive statement of the promises, representations, negotiations, discussions, and other agreements made in connection with the subject matter hereof. Any additional or conflicting terms in issued Attachments, Technical Guidance Letters, and/or Revisions shall be harmonized with this Contract to the extent possible. Unless an Attachment, Technical Guidance Letter, or Revision specifically displays a mutual intent to amend a particular part of this Contract, general conflicts in language shall be construed consistently with the Contract.

8.20 PROPER AUTHORITY

Each Party hereto represents and warrants that the person executing this Contract on its behalf has full power and authority to legally bind its respective entity. If applicable, a resolution, motion, or similar action has been duly adopted or passed as an official act of Subrecipient's governing body, authorizing the filing of the grant Application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative or the designee of Subrecipient to act in connection with the Application and to provide such additional information as may be required.

8.21 COUNTERPARTS

This Contract may be executed in any number of counterparts, each of which shall be an original, and all such counterparts shall together constitute but one and the same Contract.

8.22 SURVIVAL

The provisions of **Articles V, VI, and VII** and **Sections 1.01, 1.03, 3.02, 3.04, 3.05, 8.02, 8.03, 8.09, 8.10, 8.11, 8.12, 8.13, 8.15, 8.16, 8.17, 8.18, 8.23, and 8.32** of this Contract and any other continuing obligations of Subrecipient shall survive the termination or expiration of this Contract.

8.23 CONTRACT CLOSEOUT

Subrecipient shall prepare and submit to the GLO for approval a final **Grant Completion Report** confirming final performance measures, budgets, and expenses for all Project Activities within thirty (30) days following the completion of all Activities required under the Contract; however, in no event shall Subrecipient submit the Grant Completion Report later than the date of expiration of the Contract. The GLO will close the Contract in accordance with 2 C.F.R. §§ 200.344 through 200.346 and GLO CDBG-MIT guidelines consistent therewith.

Subrecipient shall submit a final Budget and actual expenditures to the GLO as part of the Grant Completion Report. The Grant Completion Report shall be in a format prescribed by the GLO and shall confirm eligibility and completion of all Activities performed under this Contract. **FAILURE TO SUBMIT TO THE GLO THE FINAL BUDGET AND ACTUAL EXPENDITURES AS PART OF THE GRANT COMPLETION REPORT PRIOR TO CONTRACT EXPIRATION WILL RESULT IN FORFEITURE AND DE-OBLIGATION OF ALL REMAINING, UNREQUESTED FUNDS.**

The GLO will notify Subrecipient via official closeout letter upon review and approval of the final Grant Completion Report.

8.24 INDIRECT COST RATES

Unless, under the terms of 2 C.F.R. Part 200, Appendix V, Subrecipient has negotiated or does negotiate an indirect cost rate with the federal government, subject to periodic renegotiations of the rate during the Contract Period, or is exempt from such negotiations and has developed and maintains an auditable central service cost allocation plan, Subrecipient's indirect cost rate shall be set by 2 C.F.R. § 200.414(f), i.e., ten percent (10%).

8.25 CONFLICT OF INTEREST

- (a) Subrecipient shall abide by the provisions of this section and include the provisions in all subcontracts. Subrecipient shall comply with all conflict-of-interest laws and regulations applicable to the Program.
- (b) Subrecipient shall 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.
- (c) Subrecipient represents and warrants that performance under the Contract will not constitute an actual or potential conflict of interest or reasonably create an appearance of impropriety. Further, Subrecipient represents and warrants that, in the administration of the grant, it will comply with all conflict-of-interest prohibitions and disclosure requirements required by applicable law, rules, and policies, including Chapter 176 of the Texas Local Government Code, if applicable. If circumstances change during the course of the Contract, Subrecipient shall promptly notify the GLO.

8.26 FORCE MAJEURE

Except with respect to the obligation of payments under this Contract, if either of the Parties, after a good faith effort, is prevented from complying with any express or implied covenant of this Contract by reason of war; terrorism; rebellion; riots; strikes; acts of God; any valid order, rule, or regulation of governmental authority; or similar events that are beyond the control of the affected Party (collectively referred to as "Force Majeure"), then, while compliance is so prevented, the affected Party's obligation to comply with such covenant shall be suspended, and the affected Party shall not be liable for damages for failure to comply with such covenant. In any such event, the Party claiming Force Majeure must promptly notify the other Party of the Force Majeure event in writing, and,

if possible, such notice must set forth the extent and duration of the Force Majeure. The Party claiming Force Majeure must exercise due diligence to prevent, eliminate, or overcome such Force Majeure event when it is possible to do so and must resume performance at the earliest possible date. However, if nonperformance continues for more than thirty (30) days, the GLO may terminate this Contract immediately upon written notification to Subrecipient.

8.27 ENVIRONMENTAL CLEARANCE REQUIREMENTS

- (a) Subrecipient is the responsible entity, as “responsible entity” is defined under 24 C.F.R. Part 58, and is accountable for conducting environmental reviews and for obtaining any environmental clearance necessary for successful completion of an Activity or the Project. Subrecipient shall prepare an environmental review or assessment of each Activity or the Project in accordance with applicable laws, regulations, rules, and guidance. Subrecipient shall maintain a written Environmental Review Record (“ERR”) for each Activity or the Project, including all supporting source documentation and documentation to support any project mitigation. Subrecipient shall provide a copy of the ERR and all related source documentation to the GLO.
- (b) Subrecipient shall address inquiries and complaints and shall provide appropriate redress related to environmental Activities. Subrecipient shall document each communication issued or received hereunder in the related ERR.
- (c) The GLO may, in its sole discretion, reimburse Subrecipient for certain exempt environmental Activities, as defined in federal regulations. Reimbursement requests for exempt environmental Activities must be supported by the proper HUD-prescribed form.
- (d) The Parties acknowledge and understand that the GLO may enter into interagency agreements with the Texas Historical Commission and other entities in order to facilitate any necessary environmental or historic review. The GLO may incorporate one or more interagency agreements into this Contract via a Technical Guidance Letter.

8.28 CITIZEN PARTICIPATION AND ALTERNATIVE REQUIREMENTS

- (a) Subrecipient must ensure that all citizens have equal and ongoing access to information about an Activity or the Project, including ensuring that Activity or Project information is available in the appropriate languages for the geographical area served by Subrecipient. Information furnished to citizens shall include, without limitation:
 - (i) The amount of CDBG-MIT funds expected to be made available;
 - (ii) The range of Activities or projects that may be undertaken with the CDBG-MIT funds;
 - (iii) The estimated amount of the CDBG-MIT funds proposed to be used for Activities or projects meeting the national objective of benefiting low-to-moderate income persons; and

- (iv) A clear statement of such and the entity's anti-displacement and relocation plan if any proposed CDBG-MIT Activities or projects are likely to result in displacement.
- (b) Complaint Procedures: Subrecipient must have written citizen-complaint procedures for providing a timely written response (within fifteen [15] working days) to complaints and grievances. Subrecipient shall notify citizens of the location and the days and hours when the location is open for business so they may obtain a copy of these written procedures.
- (c) Technical Assistance: If requested, Subrecipient shall provide technical assistance in completing applications under the Project to persons of low and moderate income.
- (d) Subrecipient shall maintain a citizen participation file that includes a copy of Subrecipient's complaint procedures, documentation and evidence of opportunities provided for citizen participation (e.g., public notices, advertisements, flyers, etc.), documentation of citizen participation events (e.g., meeting minutes, attendance lists, sign-in sheets, news reports, etc.), and documentation of any technical assistance requested and/or provided.

8.29 SIGNAGE REQUIREMENTS

On any public building or facility funded under this Contract, Subrecipient shall place permanent signage. Signs shall be placed in a prominent, visible public location. Subrecipient shall format each sign to best fit the architectural design of the building or facility but the sign should be legible from a distance of at least three (3) feet.

For other construction projects (e.g., water transmission lines, sewer collection lines, drainage, roadways, housing rehabilitation) funded under this Contract, Subrecipient shall place temporary signage erected in a prominent location at the construction project site or along a major thoroughfare within the locality.

All signage required under this section shall contain the following:

"This project is funded by the Texas General Land Office of the State of Texas to provide for mitigation activities to reduce disaster risks in communities impacted by Hurricane Harvey. The funds have been allocated by the United States Department of Housing and Urban Development through the Community Development Block Grant – Mitigation Program."

8.30 PREFERENCE AND PROCUREMENT OF MATERIALS

- (a) To the extent applicable, Subrecipient shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired in the following manner:
 - (i) competitively within a timeframe allowing compliance with the Contract's performance schedule;
 - (ii) in a way that meets the Contract's performance requirements; or
 - (iii) at a reasonable price.

- (b) To ensure maximum use of recovered/recycled materials pursuant to 2 C.F.R. § 200.323, information about this requirement, along with the list of EPA-designated items, is available at the EPA's Comprehensive Procurement Guideline Program website, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

8.31 EQUAL OPPORTUNITY CLAUSE

Subrecipient hereby agrees that it will incorporate or cause to be incorporated into any contract for construction work, or modification thereof, as defined in the regulations of the Secretary of Labor at 41 C.F.R. Chapter 60, which is paid for in whole or in part with funds obtained from the Federal Government or borrowed on the credit of the Federal Government pursuant to a grant, contract, loan, insurance, or guarantee, or undertaken pursuant to any Federal program involving such grant, contract, loan, insurance, or guarantee, the following equal opportunity clause:

“During the performance of this contract, the contractor agrees as follows:

(1) The contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

(2) The contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.

(3) The contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the contractor's legal duty to furnish information.

(4) The contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of

the contractor's commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

(5) The contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.

(6) The contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

(7) In the event of the contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

(8) The contractor will include the portion of the sentence immediately preceding paragraph (1) and the provisions of paragraphs (1) through (8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the contractor may request the United States to enter into such litigation to protect the interests of the United States."

Subrecipient further agrees that it will be bound by the above equal opportunity clause with respect to its own employment practices when it participates in federally assisted construction work: *Provided, That if Subrecipient so participating is a State or local government, the above equal opportunity clause is not applicable to any agency, instrumentality or subdivision of such government which does not participate in work on or under the contract.*

Subrecipient agrees that it will assist and cooperate actively with the GLO and the Secretary of Labor in obtaining the compliance of contractors and subcontractors with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the GLO and the Secretary of Labor such information as they

may require for the supervision of such compliance, and that it will otherwise assist the GLO in the discharge of the GLO's primary responsibility for securing compliance.

Subrecipient further agrees that it will refrain from entering into any contract or contract modification subject to Executive Order 11246 of September 24, 1965, with a contractor debarred from, or who has not demonstrated eligibility for, Government contracts, as defined in 41 C.F.R. § 60-1.3, and federally assisted construction contracts pursuant to the Executive Order and will carry out such sanctions and penalties for violation of the equal opportunity clause as may be imposed upon contractors and subcontractors by the administering agency or the Secretary of Labor pursuant to Part II, Subpart D of the Executive Order. In addition, Subrecipient agrees that if it fails or refuses to comply with these undertakings, the GLO may take any or all of the following actions: Cancel, terminate, or suspend in whole or in part this Contract; refrain from extending any further assistance to Subrecipient under the program with respect to which the failure or refund occurred until satisfactory assurance of future compliance has been received from Subrecipient; and refer the case to the Department of Justice for appropriate legal proceedings.

8.32 INFORMATION AND DATA SECURITY STANDARDS

Subrecipient shall comply with all terms specified in the **GLO Information Security Appendix**, incorporated herein for all purposes as **Attachment G**.

8.33 CYBERSECURITY TRAINING PROGRAM (LOCAL GOVERNMENT SYSTEM)

If Subrecipient is a local government as defined in Chapter 2054 of the Texas Government Code, Subrecipient represents and warrants its compliance with Section 2054.5191 of the Texas Government Code relating to the cybersecurity training program for local government employees who have access to a local government computer system or database.

8.34 DISCLOSURE PROTECTIONS FOR CERTAIN CHARITABLE ORGANIZATIONS, CHARITABLE TRUSTS, AND PRIVATE FOUNDATIONS

If Subrecipient is a governmental entity as defined in Chapter 2252 of the Texas Government Code, Subrecipient represents and warrants that it will comply with Section 2252.906 of the Texas Government Code relating to disclosure protections for certain charitable organizations, charitable trusts, and private foundations.

8.35 LIMITATIONS ON GRANT EXPENDITURE

Subrecipient shall expend funds received under the grant or contract subject to the limitations and reporting requirements similar to those provided by the following:

- (a) Parts 2, 3, and 5 of the Texas General Appropriations Act, Article IX, except there is no requirement for increased salaries for local government employees;
- (b) Sections 556.004, 556.005, and 556.006 of the Texas Government Code; and
- (c) Sections 2113.012 and 2113.101 of the Texas Government Code.

8.36 LOBBYING EXPENDITURE RESTRICTION

Subrecipient represents and warrants that the GLO's payments to Subrecipient and Subrecipient's receipt of appropriated or other funds under the Contract are not prohibited by Sections 403.1067 or 556.0055 of the Texas Government Code, which restrict lobbying expenditures.

8.37 OPEN MEETINGS

If Subrecipient is a governmental entity, Subrecipient represents and warrants its compliance with Chapter 551 of the Texas Government Code, which requires all regular, special, or called meetings of a governmental body to be open to the public, except as otherwise provided by law.

8.38 POLITICAL POLLING PROHIBITION

Subrecipient represents and warrants that it does not perform political polling and acknowledges that appropriated funds may not be granted to, or expended by, any entity that performs political polling, except that this prohibition does not apply to a poll conducted by an academic institution as a part of the institution's academic mission that is not conducted for the benefit of a particular candidate or party.

8.39 REPORTING COMPLIANCE

Subrecipient represents and warrants that it will submit timely, complete, and accurate reports in accordance with the Contract and maintain appropriate backup documentation to support the reports.

8.40 REPORTING SUSPECTED FRAUD AND UNLAWFUL CONDUCT

Subrecipient represents and warrants that it will comply with Section 321.022 of the Texas Government Code, which requires that suspected fraud and unlawful conduct be reported to the State Auditor's Office. Subrecipient represents and warrants its compliance with 2 C.F.R. § 200.113, which requires the disclosure in writing of violations of federal criminal law involving fraud, bribery, and gratuity and the reporting of certain civil, criminal, or administrative proceedings to the System for Award Management through <https://www.sam.gov/>.

8.41 STATEMENTS OR ENTRIES

WARNING: ANY PERSON WHO KNOWINGLY MAKES A FALSE CLAIM OR STATEMENT TO HUD MAY BE SUBJECT TO CIVIL OR CRIMINAL PENALTIES UNDER 18 U.S.C. § 287, 18 U.S.C. § 1001, AND 31 U.S.C. § 3729.

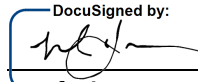
Except as otherwise provided under federal law, any person who knowingly and willfully falsifies, conceals, or covers up a material fact by any trick, scheme, or device or who makes any materially false, fictitious, or fraudulent statement or representation or who makes or uses any false writing or document despite knowing the writing or document to contain any materially false, fictitious, or fraudulent statement or entry shall be prosecuted under Title 18, United States Code, § 1001.

Under penalties of 18 U.S.C. § 287, 18 U.S.C. § 1001, and 31 U.S.C. § 3729, the undersigned Subrecipient representative hereby declares that he/she has examined this Contract and Attachments, and, to the best of his/her knowledge and belief, any statements, entries, or claims made by Subrecipient are true, accurate, and complete.

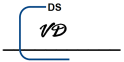
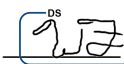
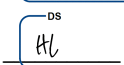
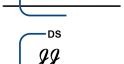
SIGNATURE PAGE FOLLOWS

**SIGNATURE PAGE FOR GLO CONTRACT NO. 24-065-007-E164
REGIONAL MITIGATION PROGRAM PROJECTS CONTRACT AGREEMENT
CDBG-MIT – HURRICANE HARVEY HUD MID**

GENERAL LAND OFFICE

DocuSigned by:

Mark A. Havens, Chief Clerk

Date of execution: 12/31/2023

OGC 
PM 
SDD 
DGC 
GC 
DLC 

CITY OF FREEPORT

DocuSigned by:

By: Brooks Bass
Title: Mayor

Date of execution: 12/31/2023

ATTACHED TO THIS CONTRACT:

- ATTACHMENT A** Performance Statement, Budget, and Benchmarks
- ATTACHMENT B** Federal Assurances and Certifications
- ATTACHMENT C** General Affirmations
- ATTACHMENT D** Nonexclusive List of Applicable Laws, Rules, and Regulations
- ATTACHMENT E** Special Conditions
- ATTACHMENT F** Monthly Activity Status Report
- ATTACHMENT G** GLO Information Security Appendix
- ATTACHMENT H** Contract Reporting Template

ATTACHMENTS FOLLOW

CITY OF FREEPORT
24-065-007-E164
PERFORMANCE STATEMENT

The GLO awards City of Freeport (Subrecipient) this Contract under HUD's Community Development Block Grant Mitigation (CDBG-MIT) program to provide financial assistance with funds appropriated to facilitate Activities related to disaster relief, long-term recovery, restoration of infrastructure and housing, economic revitalization, mitigation, and affirmatively furthering fair housing, in accordance with Executive Order 12892, in the most impacted and distressed areas resulting from a major declared disaster that occurred in 2015, 2016, or 2017.

In strict conformance with the terms and conditions of the CDBG-MIT – Hurricane Harvey HUD MID and pursuant to the GLO's Regional Mitigation Program and this Contract, Subrecipient shall perform, or cause to be performed, the Infrastructure Activities identified below to increase its resilience to disasters and reduce or eliminate long-term risk of disaster-related loss of life, injury, damage to and loss of property, and suffering and hardship by lessening the impact of future disasters.

Subrecipient shall perform the Activities identified herein for the service area specified in its approved Texas Community Development Block Grant Mitigation Grant Application to provide a long-lasting investment that increases resiliency in the community. The persons to benefit from the Activities described herein must receive the prescribed service or benefit, and all eligibility requirements must be met to fulfill contractual obligations.

The grant total is \$1,838,000.00. Subrecipient will be required to maintain a detailed Budget breakdown in the official system of record (TIGR) of the GLO's Community Development and Revitalization division. Subrecipient must ensure expenditures for individual projects do not exceed the amounts for detailed funding categories in the project budget of the approved Grant Application, as may be revised in writing upon mutual agreement of the Parties. If it becomes necessary to redistribute Budget line-item amounts between Activities, Subrecipient must seek a Contract Amendment prior to performing any work.

DRGR Activity: MIT - Public Facilities and Improvements-Non-Covered Projects- LMI

Activity Type: Water Improvements

Project Title: City of Freeport Water Improvements

Subrecipient shall construct a new pump station slab with rain covering and installation of water pumps; rehabilitate an existing pump station including replacement of electrical system and HVAC; rehabilitate an existing 500,000-gallon ground storage water tank including replacement of roof vent, hatch, and level indicator; drain, clean, and surface prep the tank; coat both inside and outside the tank; and complete associated appurtenances. Construction shall take place at the following locations:

Defining Project Location	Location Coordinates	Proposed HUD Performance Measures
Avenue F Water Tank	220 South Avenue F, Freeport Texas 28.96230, -95.35580	1 Public Facility (PF)
Avenue F Water Pump Station	220 South Avenue F, Freeport Texas 28.96220, -95.35600	1 PF

Total Beneficiaries	LMI Beneficiaries	LMI %	Census Tract	Block Group
12,025	8,080	67.19	6642.00 6643.00 6644.00 6645.00 6645.01	1,2 1,2,3,4,5 1,2,3,4,5,6 2 1
Beneficiaries were identified using City-Wide LMISD, and the above project meets the LMI national objective.				

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BUDGET

DRGR Activity Type	Grant Award	Other Funds	Total
MIT - Public Facilities and Improvements-Non-Covered Projects- LMI	\$1,838,000.00	\$0.00	\$1,838,000.00
TOTAL	\$1,838,000.00	\$0.00	\$1,838,000.00

BENCHMARKS

Project Phase Actions and Deliverables	Not-To-Exceed Budget Gate Percentages by Budget Category (Subrecipient may draw up to, but not exceed, the identified percentage of the Budget category until stated Deliverable(s) are submitted to and approved by the GLO.)			Single Deliverable Milestones by Budget Category (Subrecipient may draw up to 100% of Budget category after submittal to and approval by the GLO of the stated Deliverable.)		Multiple Deliverable Milestones (Subrecipient may draw up to, but not exceed, the percentage stated after submittal to and approval by the GLO of the stated Deliverable.)	
	Project Delivery		Engineering Funds	Special Environmental Funds	Acquisition Funds	Construction Funds	Planning/ Studies (not related to engineering design)
	Grant Administration Funds	Environmental Funds					
Action: Start-up Phase Deliverable: Contract kick-off meeting sign-in sheet; all required Start-Up Documentation reviewed and accepted by the GLO; executed grant administration service provider contract in PDF format.	0-15%						
Action: Commencement of Engineering Phase Deliverable: Executed engineering service provider contract in PDF format provided during start-up phase as applicable			0-30%				

Action: Commencement of Environmental Phase Deliverable: Executed environmental service provider contract in PDF format provided during start-up phase as applicable.	15.01-30%	0-30%						
Action: Completion of Design Phase Deliverable: Complete signed and sealed 100% construction plans in PDF format.*			30.01-60%					
Action: Completion of Special Environmental Services Deliverable: GLO approval of required documentation, dependent upon additional environmental requirements				100%				
Action: Completion of Environmental Record Review Deliverable: GLO-signed AUGF**	30.01-50%	30.01-100%						
Action: Acquisition Phase Deliverable: Acquisition Detailed Report and supporting documentation per parcel accepted by the GLO*					100%			
Action: Commencement of Bid Phase Deliverable: First published bid notice and publisher's affidavit*	50.01-60%		60.01-70%					
Action: Commencement of Construction Phase Deliverable: Signed NTP*	60.01-85%		70.01-85%				0-95%	
Action: Completion of Construction Phase Deliverable: Signed and sealed complete As-Built Plans in PDF format; executed COCC accepted by the GLO; signed FWCR accepted by the GLO*	85.01-95%		85.01-100%				95.01-100%	

Action: Commencement of Planning/Study Phase Deliverable: Signed NTP or similar document from Subrecipient, initiating the Planning/study Activity and describing the work to be performed ^for Planning/Study only	15.01-60%^							0-85%
Action: Completion of Planning/Study Phase Deliverable: Final Planning/study report and proof of acceptance by Subrecipient ^for Planning/Study only	60.01-95%^							85.01-100%
Action: Grant Completion Report Approval Deliverable: GCR approved by the GLO	95.01-100%							
Failure to provide any Deliverable identified above could result in Subrecipient's repayment of drawn funds, in part or in full, in addition to other remedies provided to the GLO under this Contract. Providing the Deliverables identified in this table will allow Subrecipient to draw the identified funding percentage per Budget category, contingent upon Subrecipient's compliance with associated Program guidance. *If Subrecipient executes multiple construction contracts, this Deliverable (or Deliverables, as applicable) will be required for each contract, and associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application. **If the Project includes more than one ERR, associated costs will be pro-rated in accordance with the Budget details in the final GLO-approved Application.								



City Council Agenda Item #15.

Title: Consideration and possible action approving a Master Professional Service Agreement with Kimley Horn Engineering.

Date: February 5, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends approval of agreement

Item Summary: The City has selected Kimley Horn to act as the City Engineer, and would through this agreement, engage the engineer under the terms and the rates outlined.

Background Information: The City's needs for engineering services are broad and varied. It is important to utilize a professional and licensed engineer to ensure that things are completed properly, projects are effectively scoped, knowledgeably reviewed, and improvements are designed in compliance with state regulations best practices. Engineering services are utilized by several departments, including: Utilities, Streets/Drainage, Building & Code, Economic Development, Parks, and Administration.

Except for general document review, and general consultation or research, specific projects requiring engineering design or other professional services would be approved via a task authorization form. Projects of such scope require competitive bidding would be brought to City Council for authorization prior to approving a task authorization.

Special Considerations: Approval for task authorization for the re-location of the east end lift station will come to City Council for consideration at the next regular meeting.

Financial Impact:

Board or 3rd Party Recommendation: None

Supporting Documentation:

1. 20240124 Kimley-Horn Master Services Agreement_KH Signed

**MASTER AGREEMENT BETWEEN CLIENT AND
KIMLEY-HORN AND ASSOCIATES, INC. FOR CONTINUING PROFESSIONAL SERVICES**

THIS AGREEMENT is made this ____ day of _____, 20__, by and between the City of Freeport, Texas (the "Client") and KIMLEY-HORN AND ASSOCIATES, INC. and affiliated companies (the "Consultant"). This Agreement sets forth the terms whereby Consultant will provide professional services on one or more projects (with respect to each engagement, the "Project"), with the specifics of each engagement to be set forth in an Individual Project Order ("IPO"). If the IPO is executed by an affiliated company of Consultant, the IPO shall incorporate the terms of this Agreement as if signed by the affiliated company.

- 1) Scope of Services and Additional Services. The Consultant will perform only the services set forth in IPOs (the "Services"). If requested by the Client and agreed to by the Consultant, the Consultant will perform Additional Services, which shall be governed by these provisions. Unless otherwise agreed to in writing, the Client shall pay the Consultant for the performance of any Additional Services an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
- 2) Client's Responsibilities. In addition to other responsibilities herein or imposed by law, the Client shall:
 - a) Designate in writing a person to act as the Client's representative. Such person shall have complete authority to transmit instructions, receive information, and make or interpret the Client's decisions.
 - b) Provide all criteria and information as to the Client's requirements, objectives and expectations for the Project, and all standards of development, design, or construction.
 - c) Provide the Consultant all available studies, plans, or other documents pertaining to the project, such as survey, engineering data, environmental information, etc., all of which the Consultant may rely upon.
 - d) Arrange for access to the project site and other property as required for the Consultant to perform services.
 - e) Review all documents or reports presented by the Consultant and communicate decisions pertaining thereto within a reasonable time so as not to delay the Consultant.
 - f) Furnish approvals and permits for all government authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary.
 - g) Obtain any independent accounting, legal, cost estimating and feasibility services as the Client may require.

- h) Give prompt written notice to the Consultant whenever the Client becomes aware of any development that affects the Consultant's services, or any defect or nonconformance in any aspect of the Project.
- 3) Period of Services. This Agreement and the rates of compensation in IPOs are agreed to in anticipation of conditions permitting orderly and continuous progress of the Project through completion of the Services. The Consultant shall begin work on each IPO after receipt of a fully executed copy of the IPO. The times for performance shall be extended as necessary for periods of suspension or delay resulting from circumstances the Consultant does not control. If such suspension or delay extends for more than six months, the rates of compensation shall be renegotiated.
- 4) Compensation for Services.
- a) The Consultant's compensation shall be as stated herein, unless otherwise stated in the IPO. The Client shall pay the Consultant an amount based upon the Consultant's then-current hourly rates plus an amount to cover certain direct expenses including telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Other direct expenses will be billed at 1.15 times cost.
 - b) If the Consultant's compensation is on an hourly basis, estimated fees and expenses incurred by the Consultant exceeding any estimates set forth in the IPO shall be the liability of the Client.
- 5) Method of Payment.
- a) Invoices will be submitted periodically for services performed and expenses incurred. Payment of each invoice will be due within 25 days of receipt. The Client shall also pay any applicable sales tax. All retainers will be held by the Consultant and applied against the final invoice. Interest will be added to accounts not paid within 25 days at the maximum rate allowed by law. If the Client fails to make any payment due the Consultant under this or any other agreement within 30 days after the Consultant's transmittal of its invoice, the Consultant may, after giving notice to the Client, suspend services and withhold deliverables until all amounts due are paid in full.
 - b) If the Client relies on payment or proceeds from a third party to pay Consultant and Client does not pay Consultant's invoice within 60 days of receipt, Consultant may communicate directly with such third party to secure payment.
 - c) If the Client objects to any charge on an invoice submitted by the Consultant, the Client shall so advise the Consultant in writing giving its reasons within 14 days of receipt of the invoice or all such objections shall be waived, and the amount stated in the invoice shall be conclusively deemed due and owing. If the Client objects to only a portion of the invoice, payment for all other portions remains due.

- d) If the Consultant initiates legal proceedings to collect payments for services, it may recover, in addition to all amounts due and payable, its reasonable attorneys' fees, reasonable experts' fees, and other expenses related to the proceedings, including the cost, determined at the Consultant's normal hourly billing rates, of the time devoted to such proceedings by its employees.
 - e) The Client agrees that the payment to the Consultant is not subject to any contingency or condition. The Consultant may negotiate payment of any check tendered by the Client, even if the words "in full satisfaction" or words intended to have similar effect appear on the check without such negotiation being an accord and satisfaction of any disputed debt and without prejudicing any right of the Consultant to collect additional amounts.
- 6) Use of Documents. All documents, data, and programs prepared by the Consultant are related exclusively to the services described in the IPO and may be used only if the Client has satisfied all of its obligations under this Agreement. They are not intended or represented to be suitable for use or reuse by the Client or others on extensions of this project or on any other project. Any modifications by the Client to any of the Consultant's documents, or any use, partial use or reuse of the documents without written authorization by the Consultant will be at the Client's sole risk and without liability to the Consultant, and the Client shall indemnify, defend and hold the Consultant harmless from all claims, damages, losses and expenses, including but not limited to attorneys' fees, resulting therefrom. The Consultant's electronic files and source code remain the property of the Consultant and shall be provided to the Client only if expressly provided for in the IPO. Any electronic files not containing an electronic seal are provided only for the convenience of the Client and use of them is at the Client's sole risk. In the case of any defects in the electronic files or any discrepancies between them and the hardcopy of the documents prepared by the Consultant, the hardcopy shall govern.
- 7) Intellectual Property. Consultant may use or develop its proprietary software, patents, copyrights, trademarks, trade secrets, and other intellectual property owned by Consultant or its affiliates ("Intellectual Property") in the performance of this Agreement. Unless explicitly agreed to in writing by both parties to the contrary, Consultant maintains all interest in and ownership of its Intellectual Property and conveys no interest, ownership, license to use, or any other rights in the Intellectual Property to Client. Any enhancements of Intellectual Property made during the performance of this Agreement are solely owned by Consultant and its affiliates. If Consultant's services include providing Client with access to or a license for Consultant's (or its affiliates') proprietary software or technology, Client agrees to the terms of the Software License Agreement set forth at <https://www.kimley-horn.com/khts-software-license-agreement> ("the License Agreement") which terms are incorporated herein by reference.

- 8) Opinions of Cost. Because the Consultant does not control the cost of labor, materials, equipment, or services furnished by others, methods of determining prices, or competitive bidding or market conditions, all opinions rendered as to costs, including but not limited to the costs of construction and materials, are solely based on its judgment as a professional familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from opinions of cost prepared by it. If at any time the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.
- 9) Termination. The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof or upon thirty days' written notice for the convenience of the terminating party. The Consultant will be paid for all services performed to the effective date of termination, all expenses subject to reimbursement, and other reasonable expenses incurred by the Consultant as a result of such termination.
- 10) Standard of Care. The standard of care applicable to Consultant's services will be the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided. No warranty, express or implied, is made or intended by the Consultant's performance of services, and it is agreed that the Consultant is not a fiduciary with respect to the Client.
- 11) LIMITATION OF LIABILITY. IN RECOGNITION OF THE RELATIVE RISKS AND BENEFITS OF THE PROJECT TO BOTH THE CLIENT AND THE CONSULTANT, THE RISKS ARE ALLOCATED SUCH THAT, TO THE FULLEST EXTENT ALLOWED BY LAW, AND NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS AGREEMENT OR THE EXISTENCE OF APPLICABLE INSURANCE COVERAGE, THAT THE TOTAL LIABILITY, IN THE AGGREGATE OF THE CONSULTANT AND THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS TO THE CLIENT OR TO ANYONE CLAIMING BY, THROUGH OR UNDER THE CLIENT, FOR ANY AND ALL CLAIMS, LOSSES, COSTS OR DAMAGES WHATSOEVER ARISING OUT OF OR IN ANY WAY RELATED TO THE SERVICES UNDER THIS AGREEMENT FROM ANY CAUSE OR CAUSES, INCLUDING BUT NOT LIMITED TO, THE NEGLIGENCE, PROFESSIONAL ERRORS OR OMISSIONS, STRICT LIABILITY OR BREACH OF CONTRACT OR ANY WARRANTY, EXPRESS OR IMPLIED, OF THE CONSULTANT OR THE CONSULTANT'S OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND SUBCONSULTANTS SHALL NOT EXCEED TWICE THE TOTAL COMPENSATION RECEIVED BY THE CONSULTANT UNDER THE IPO OR \$50,000, WHICHEVER IS GREATER. HIGHER LIMITS OF LIABILITY MAY BE NEGOTIATED FOR ADDITIONAL FEE. THIS SECTION IS INTENDED SOLELY TO LIMIT THE

REMEDIES AVAILABLE TO THE CLIENT OR THOSE CLAIMING BY OR THROUGH THE CLIENT, AND NOTHING IN THIS SECTION SHALL REQUIRE THE CLIENT TO INDEMNIFY THE CONSULTANT.

- 12) Mutual Waiver of Consequential Damages. In no event shall either party be liable to the other for any consequential, incidental, punitive, or indirect damages including but not limited to loss of income or loss of profits.
- 13) Construction Costs. Under no circumstances shall the Consultant be liable for extra costs or other consequences due to changed conditions, or for costs related to the failure of contractors to perform work in accordance with the plans and specifications. Consultant shall have no liability whatsoever for any costs arising out of the Client's decision to obtain bids or proceed with construction before the Consultant has issued final, fully approved plans and specifications. The Client acknowledges that all preliminary plans are subject to substantial revision until plans are fully approved and all permits obtained.
- 14) Certifications. All requests for the Consultant to execute certificates, lender consents, or other third-party reliance letters must be submitted to the Consultant at least 14 days prior to the requested date of execution. The Consultant shall not be required to execute certificates, consents, or third-party reliance letters that are inaccurate, that relate to facts of which the Consultant does not have actual knowledge, or that would cause the Consultant to violate applicable rules of professional responsibility.
- 15) Dispute Resolution. All claims arising out of this Agreement shall be submitted first to mediation in accordance with the American Arbitration Association as a condition precedent to litigation. Any mediation or civil action 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.
- 16) Construction Phase Services.
- a) If the Consultant prepares construction documents and the Consultant is not retained to make periodic site visits, the Client assumes all responsibility for interpretation of the documents and for construction observation, and the Client waives any claims against the Consultant in any way connected thereto.
 - b) The Consultant shall have no responsibility for any contractor's means, methods, techniques, equipment choice and usage, equipment maintenance and inspection, sequence, schedule, safety programs, or safety practices, nor shall Consultant have any authority or responsibility to stop or direct the work of any contractor. The Consultant's visits will be for the purpose of

endeavoring to provide the Client a greater degree of confidence that the completed work of its contractors will generally conform to the construction documents prepared by the Consultant. Consultant neither guarantees the performance of contractors, nor assumes responsibility for any contractor's failure to perform its work in accordance with the contract documents.

- c) The Consultant is not responsible for any duties assigned to it in the construction contract that are not expressly provided for in this Agreement. The Client agrees that each contract with any contractor shall state that the contractor shall be solely responsible for job site safety and for its means and methods; that the contractor shall indemnify the Client and the Consultant for all claims and liability arising out of job site accidents; and that the Client and the Consultant shall be made additional insureds under the contractor's general liability insurance policy.

17) Hazardous Substances. Consultant shall not be a custodian, transporter, handler, arranger, contractor, or remediator with respect to hazardous substances and conditions. Consultant's services will be limited to analysis, recommendations, and reporting, including, when agreed to, plans and specifications for isolation, removal, or remediation. The Consultant shall notify the Client of unanticipated hazardous substances or conditions of which the Consultant actually becomes aware. The Consultant may stop affected portions of its services until the hazardous substance or condition is eliminated.

18) Assignment and Subcontracting. Nothing under this Agreement shall be construed to give any rights or benefits in this Agreement to anyone other than the Client and the Consultant, and all duties and responsibilities undertaken pursuant to this Agreement will be for the sole and exclusive benefit of the Client and the Consultant and not for the benefit of any other party. The Client shall not assign, sublet or transfer any rights under or interest in this Agreement, or any claim arising out of the performance of services by Consultant, without the written consent of the Consultant. The Consultant reserves the right to augment its staff with subconsultants as it deems appropriate due to project logistics, schedules, or market conditions. If the Consultant exercises this right, the Consultant will maintain the agreed-upon billing rates for services identified in this Agreement or the IPO, regardless of whether the services are provided by in-house employees, contract employees, or independent subconsultants.

19) Confidentiality. The Client consents to the Consultant's use and dissemination of photographs of the Project and to its use of facts, data and information obtained by the Consultant in the performance of its services. If, however, any facts, data or information are specifically identified in writing by the Client as confidential, the Consultant shall use reasonable care to maintain the confidentiality of that material.

20) Miscellaneous Provisions. This Agreement is to be governed by the law of the State of Texas. This Agreement and each executed IPO contain the entire and fully integrated agreement between the parties, and supersedes all prior and contemporaneous negotiations, representations, agreements, or understandings, whether written or oral. Except as provided in Section 1, this Agreement can be supplemented or amended only by a written document executed by both parties. Any conflicting or additional terms on any purchase order issued by the Client shall be void and are hereby expressly rejected by the Consultant. If Client requires Consultant to register with or use an online vendor portal for payment or any other purpose, any terms included in the registration or use of the online vendor portal that are inconsistent or in addition to these terms shall be void and shall have no effect on Consultant or this Agreement. Any provision in this Agreement that is unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such unenforceability without invalidating the remaining provisions or affecting the enforceability of the provision in any other jurisdiction. The non-enforcement of any provision by either party shall not constitute a waiver of that provision or affect the enforceability of that provision or the remainder of this Agreement.

CITY OF FREEPORT, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.

SIGNED: _____

SIGNED:  _____

PRINTED NAME: _____

PRINTED NAME: Stephen Kelly P.E.

TITLE: _____

TITLE: Associate

DATE: _____

DATE: 1/25/2024