



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, MAY 6, 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, MAY 6, 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:

Citizens who have registered with the City Secretary prior to the meeting being called to order and desire to address the City Council will be heard at this time, or the time the item is considered. Each speaker is limited to four (4) minutes, regardless of the number of agenda items to be addressed. All speakers must identify themselves by providing their name and residential address when making comments. Speakers making personal, impertinent, profane or slanderous remarks may be removed from the room and shall be barred from re-entering the meeting.

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

1. Presentation of Employee of the Month for the Month of March 2024. **(Lance Petty)**
2. Proclamation for National Correctional Officer's Week. **(Jennifer Howell)**
3. Proclamation for National Police Week. **(Jennifer Howell)**

4. Presentation of the Investment Report for the Quarter Ending March 31, 2024. **(Cathy Ezell)**

COUNCIL BUSINESS – REGULAR SESSION:

5. Consideration and possible action on the approval of City Council Meeting Minutes, from April 15, 2024. **(Clarisa Molina)**
6. Consideration and possible action approving Ordinance No. 2024-2728 adding a New Subsection (8) to Article II Registration and Inspection of Multi-Family Rental Complexes. **(Shelby Araujo)**
7. Consideration and possible action approving the agreement and Resolution No. 2024-2855 to permanently close at-grade public road crossing for west 1st street at railroad milepost 15.435 with Union Pacific Rail Road. **(Lance Petty)**
8. Consideration and possible action approving Grant Resolution No. 2024-2856 for Catalytic Converter Program. **(Jennifer Howell)**
9. Consideration and possible action approving Resolution No. 2024-2857 authorizing a revision to the City of Freeport Policy Handbook Chapter 9- Employee Wages and Benefits Section 9.11 Tuition Reimbursement. **(Donna Fisher)**
10. Discussion of the proposed new light locations in the 2024 Annual Street Lighting Plan. **(Laura Cramer)**
11. Update on 8th Street parking study completed by City engineer Kimley Horn. **(Lance Petty)**
12. Consideration and possible action approving Ordinance No. 2024-2729 amending the Section 2-354 Hotel Occupancy Tax adding section (i) Penalties. **(Cathy Ezell)**
13. Consideration and possible action approving Interlocal Agreement for Cooperative Radio Frequency Use between Port Freeport and the City of Freeport. **(Christopher Motley)**

WORK SESSION:

14. 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:

- 15. Executive Session regarding a.) (Consultation with Attorney) 1) Update regarding Marinell Music vs. City of Freeport 2) Payroll Issue pursuant to Section 551.071. b.) (Deliberations about Real Property) 1) 200 West 2nd Street 2) O.A Fleming 3) Jim Maddox Properties, Freeport 19 LLC., Skinner Street Development 4) Update regarding Realty World Development pursuant to Section 551.072.

COUNCIL BUSINESS – REGULAR SESSION:

- 16. Take any action resulting from Executive Session.

ADJOURNMENT:

- 17. 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 front door of the City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.

Clarisa Molina

Clarisa Molina,
City Secretary, City of Freeport, Texas



Proclamation for National Correctional Officer’s Week 2024

WHEREAS, there are more than 300,000 correctional officers serving in communities across the United States, including the dedicated members of the FREEPORT POLICE DEPARTMENT;

WHEREAS, National Correctional Officers and Employees Week was first proclaimed on May 5, 1984, by President Ronald Reagan when he signed Proclamation 5187 creating “National Correctional Officers Week,” to recognize the men and women who work in jails, prisons, and community corrections across the country; and

WHEREAS, National Correctional Officers and Employees Week became the official name the first week in May when, in 1986, the U.S. Senate officially changed the name from “National Correctional Officers Week”; and

WHEREAS, National Correctional Officers and Employee Week honors the work of Correctional Officers and Correctional Personnel for their service with honor, respect, and integrity; and raises the awareness of the duties, hazards, and sacrifices made by the Correctional employees; and

WHEREAS, National Correctional Officers and Employees week in FREEPORT, TEXAS recognizes our Jailers for their role in safeguarding the citizens of FREEPORT, TEXAS by providing safe, secure, and humane incarceration of offenders within their custody;

WHEREAS, National Correctional Officers and Employees week in FREEPORT, TEXAS this year wants to recognize all Correctional officers for their acts of heroism, dedication to duty and commitment to our community.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Freeport, does hereby proclaim the week of May 5, 2024-May 11, 2024, as “National Correctional Officers and Employees Week.”

Signed this ____ day of _____, 2024

Governor/County Executive/Mayor _____

In the State of Texas, Brazoria County, City of Freeport.

Proclamation for National Police Week 2024

WHEREAS, there are more than 800,000 law enforcement officers serving in communities across the United States, including the dedicated members of the FREEPORT POLICE DEPARTMENT;

WHEREAS, since the first recorded death in 1786, there are currently 24,067 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the National Law Enforcement Officers Memorial in Washington, DC;

WHEREAS, 282 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 118 officers killed in 2023 and 164 officers killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund's 36th Candlelight Vigil, on the evening of May 13, 2024;

WHEREAS, the Candlelight Vigil is part of National Police Week, which will be *observed* this year May 9th-18th;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

THEREFORE, BE IT RESOLVED that THE CITY OF FREEPORT will observe May 9-18, 2024, as National Police Week in FREEPORT, TEXAS, and publicly salutes the service of law enforcement officers in our community and in communities across the nation.

Signed this ____ day of _____, 2024

Governor/County Executive/Mayor _____

In the State of Texas, Brazoria County, City of Freeport.



Quarterly Investment Report
January 1, 2024 - March 31, 2024

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	\$ 11,912,778	5.43%	5.43%	Demand	1	\$ 11,081,908	\$ 830,870	\$ 11,912,778	\$ 283,261
Total Cash in Demand Accounts		\$ 11,912,778					\$ 11,081,908	\$ 830,870	\$ 11,912,778	\$ 283,261
Invested in Government Pools										
99-105-020	TexasClass	\$ 3,236,636	5.26%	0.05%	Demand	1	\$ -	\$ 3,236,636	\$ 3,236,636	\$ 83,828
99-105-010	TexPool	\$ 13,359,046	5.32%	0.05%	Demand	1	\$ -	\$ 13,359,046	\$ 13,359,046	\$ 354,048
Total Invested in Pools		\$ 16,595,682					\$ -	\$ 13,359,046	\$ 13,359,046	\$ 354,048
TOTAL ALL INVESTMENTS		\$ 28,508,460					\$ 11,081,908	\$ 17,426,552	\$ 28,508,460	\$ 721,137

Investment Category	Book Value	Percentage	Weighted Average Maturity (Days)
Cash in Demand Accounts	\$ 11,912,778	41.79%	1.00
Government Pools	\$ 16,595,682	58.21%	0.80
TOTAL	\$ 28,508,460	100.00%	0.89

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, 140% of deposits.

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

Prepared By: Cathy Ezell Date: 4/24/24
Cathy Ezell, Investment Officer

Verified By: Ashley Ferguson Date: 4-26-24
Ashley Ferguson, Investment Officer

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, April 15, 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- Not Present

Staff:

- Lance Petty, City Manager
- Bridgette Begle, Interim City Attorney
- Clarisa Molina, City Secretary
- Ashlee Ferguson, Assistant Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Jennifer Howell, Police Chief
- Ana Silbas, Main Street Coordinator
- Shelby Araujo, Interim Building Official
- Rudy Ragle, Interim Public Works Director
- Chris Motley, Fire Chief

Visitors:	Sam Reyna	Melanie Oldham
	Nicole Mireles	Ron Bachman
	Con McCleester	Margaret Bachman
	Diane McCleester	Denise Leitch
	Pamela Dancy	Kenneth Hayes
	Carol Parker	Sandra Leavey
	Mark Parker	

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 City Manager Lance Petty.

CITIZENS' COMMENTS:

Nicole Mireles resides at 2002 North Avenue G. She said she wanted to give kudos to the Freeport Police Department, but especially to Corporal Torres. She said it was on Facebook that he jumped in over at Surfside

because they needed assistance, and he helped save a life over there. She said she loved the picture that was posted where he had his socks on and was wet by his police car. She said she thought that was beautiful. She said she also wanted to say to the audience if they have not taken the Citizens Police Academy in Freeport they need to. Ms. Mireles said that is something that is worth your while, and she had learned so much. She said she had taken it before but had to be retrained. She said she is taking it now, and she is like a kid and does not want to miss any of her classes, and so she wanted to give kudos to Chief. Ms. Mireles said Chief lets the police officers do their own presentation, and they are very involved. She said Chief sits back and she does not bother them. She said she really recommended if it has been a while since someone has not taken the class, for them to consider taking it.

Melanie Oldham resides at 1206 West Broad Street in Freeport. She said she wanted to give out an invitation. She said she was with a group called Better Brazoria Clean Air Water and Government. She said they became a non-profit last year and they have a board and membership. She said they are encouraging people to get out and attend their City Council meetings, school board meetings, commissioner meetings, and then get together and discuss issues. She said there will be a candidate forum in Freeport on April 27th and it will be at the First United Missionary Baptist Church and it will be from 10:00A.M. to 12:00P.M. and it will only be two hours. She said this will be the same day as Riverfest gets going in the afternoon. She said she had somebody help her send out the invitations and there was a little mix up on getting the right church at the time but they resent the invitations. Ms. Oldham said there are six candidates and would really appreciate all six trying hard to attend. She said this is the only chance to hear from them. She said this will be moderated by Ms. Juanita Crane and there will be no debate, discussion, or any of that between the candidates. She said this is basically for them to briefly say who they are, what their platform is, and give the people a chance to hear from them. She said it will be where anybody can go and write questions as they go in on index cards and then the moderator will pick out maybe five or so questions or whatever there is time for. She said to all candidates if they can make time just for two hours to attend on April 27th from 10:00-12:00 and it will be at the First United Missionary Baptist Church on South Avenue G. She said this is a formal invitation to all the candidates.

Sam Reyna resides at 2002 North Avenue G. He said better transparency is needed when awarding contracts to companies that will supply any and all types of services to the City. He said there should be a paper trail that will document the decision makers conflict of interest and how the most qualified bidder is selected. Mr. Reyna said the contract process should be designed, developed, and centralized the contract process. He said maybe some written policies for selecting vendors and retain those documentations may be using a standardized conflict of interest forms and retain records of those documentations. He said there is a lot of misconception out there about how Ameriwave and Covarrubias got selected. He asked Covarrubias was the low bidder but was he the most qualified? Mr. Reyna said according to what happened recently he did not think so. He said Ameriwave was the only vendor that submitted a BID according to hearsay even if they were the only company to submit a BID and asked why award them a seven year contract agreement? He said he agreed to a three year contract if they perform according to the contract agreement, retain them if not use another vendor. He said rig the Ameriwave contract agreement and then decide if they have breached the contract. He said if it is decided that they have not then give them a 30 day notice to comply. He said if they do not comply then contract another vendor.

Thomas Pearson resides at 110 South Front Street. He said he had a comment about a City Councilman that is always curious about things. He said he is curious why he is always late for the Council meetings even if he is in the building he is still late. Mr. Pearson said he is curious to know if he does not believe in the pledge in the United States flag, Texas flag, or he does not believe in the good Lord up above and does not want to participate in the prayer. Mr. Pearson said he is just curious if he would explain his reason for being late all the time. Councilman Pena said he is happy to explain. Mayor Bass said no Councilman Pena can do it after the meeting. Councilman Pena said he can be reached after the meeting if that question was that important. Mr. Pearson said Councilman Pena being late is not good for the citizens comments and some of the comments concern him. Mr. Pearson said he is curious as to why Freeport Council does not address this issue. He asked

how about a roll call like some other cities? He said if you are not present when the council meeting starts then you do not get to participate.

PRESENTATIONS/ANNOUNCEMENTS:

Presentation of Employee of the Month for the Month of March 2024.

Mayor Bass said the employees that were receiving this presentation are working today.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council Meeting Minutes, from April 1, 2024.

Consideration and possible action approving to accept the resignation by Jack Bullman from the Freeport Historical Commission & Main Street Advisory Board.

A motion was made by Councilman Cain to approve the Consent Agenda, seconded by Councilman Matamoros with all present voting "Aye" 3-1 motion passed. Councilman Pena voted "Nay".

COUNCIL BUSINESS – REGULAR SESSION:

Public Hearing; Discuss And Take Action Regarding Request For Replat of lot 4 of Coastal Country River Estates, a six lot and one reserve subdivision of 33.389 acres composed of lot 4 of the Coastal Country River estates and a 15.187 reserve tract of the Coastal Country River estates recorded in County Clerk's file 2022054916 of the Brazoria County plat records situated in the Sterling Mcneel League abstract 94 City of Freeport Brazoria County, Texas.

Mayor Bass opened the Public Hearing at 6:12P.M.

Interim Building Director Shelby Araujo said this item was brought before Planning and Zoning on March 26, 2024, and it was approved by a 5-0 vote. She said Mr. Hawkins sent his regards. She said he had a family emergency tonight and was not able to make it, and she was going to speak on his behalf. She said Mr. Hawkins is requesting a replat of this subdivision into multiple single family lots for his family and friends. She said that in terms of the plats that he had on record, he was going to be doing it through 4A through 4D, 4E, and 4F. She said staff's recommendation was to approve the replat and there would be no financial impact on the city's part. Ms. Araujo said the property is located in the City of Freeport ETJ.

Mayor Bass asked if there were any liens or anything on the property? Interim Building Director Shelby Araujo said no.

Mayor Bass closed the Public Hearing at 6:14P.M.

A motion was made by Mayor Bass to approve replat of lot 4 of Coastal Country River Estates, a six lot and one reserve subdivision of 33.389 acres composed of lot 4 of the Coastal Country River estates and a 15.187 reserve tract of the Coastal Country River estates recorded in County Clerk's file 2022054916 of the Brazoria County plat records situated in the Sterling Mcneel League abstract 94 City of Freeport Brazoria County, Texas, seconded by Councilman Matamoros with discussion that followed.

Councilman Pena asked if on this particular property if this was owned by who exactly? Interim Building Director Shelby Araujo said it is owned by Stephen Hawkins. Councilman Pena asked if he was at the meeting? Ms. Araujo said no he had an emergency. Councilman Pena asked if he owned the property outright? Ms. Araujo said yes.

Mayor Bass called the motion to a vote with all present voting "Aye" 4-0 council unanimously approved the motion.

Consideration and possible action approving the proposal from IAD Architects in the amount of \$39,817.00 for professional architectural and engineering services to design and produce construction contract documents for the renovation of the Pixie Heritage House.

Pamela Dancy resides on South Front Street. She said her deal on this is that so much money is spent and there still is not any cover for any bus stops in Freeport. She said they talked about quality of life for the citizens and everybody that was sitting in the room drove there. She said they drive in the cold and in the heat and people that are less fortunate and do not have transportation are sitting out in the cold, in the heat, and some of them are sitting out in the streets because either there is no shelter or a bench for them to sit on. Ms. Dancy said she thinks they are spending money on the Heritage house is great, and it looks good on the outside. She asked why do we have to do something about that right now? She asked why do we not think about helping the lower class?

City Manager Lance Petty said the Pixie Heritage House had been inoperable for a number of years. He said the City in the past had a renovation project completed and shortly after that time, the building started having issues with water going into the building that caused damage to the windows, ceiling and flooring. Mr. Petty said the City had budgeted \$375,000 dollars to make the necessary repairs. He said this building in the past was heavily used as a rental venue and an additional source of revenue for the City. He said this building is in the downtown district, and it is important not only to have an additional rental space for the public but to preserve this building for revitalization of downtown. Mr. Petty said staff tasked IAD Architects and Design to provide the City with a proposal for the renovation of the Pixie Heritage House. He said at the Council request staff reached out to the City Engineer Kimley Horn and were given information on different architect firms to reach out to. Mr. Petty said he reached out to them but they had been non-responsive. Mr. Petty said once approved IAD Architect and Design will be tasked to provide the required documents for advertisement. He said staff will bring proposals back to the Council at a later date for selection of a contractor to perform the renovations. Mr. Petty said staff recommends proposal for IAD Architect and Design and this does include architectural engineering services, construction contract documents, and oversight of the project.

Councilman Pena said he knows this was on the budget previously for \$375,000 but as recent as a couple of years ago there were some additional BIDs taken informally that amounted to about \$250,000 and he actually communicated these to Mayor Bass when they were in downtown at one point. Councilman Pena said he is curious and asked how did they arrive at \$375,000 before that and pushed it to be on the the budget for the City. He asked if an architect and engineering firm were hired at that time? City Manager Lance Petty said he was not part of that then. Councilman Pena asked if it was known if it was an architect or an architectural firm or how was that number derived the \$375,000? He asked if anybody knew? City Manager Lance Petty said he does not know and it had been on the budget since he had been here. Councilman Pena asked Mayor Bass if he knew? Mayor Bass said he was trying to think. Councilman Pena said to Mayor Bass if it occurs to him he is all ears on that. Councilman Pena said where he is going with this is he had never heard that and he usually hears if there is any particular project that it had kind of plans or designs or for that matter another study but in terms of the cost associated with the renovation and restoration of the Pixie house that \$375,000 was never tied to any formal engineering or formal architectural firm that it was going to give that number or gave that number. Councilman Pena said he is led to believe that because every other project he had seen a study, an engineering firm stamp plans, achitectural rendering, and he had not seen any of that as it relates to that \$375,000. He said he is glad that it was allotted and is glad that the Council at the time had enough sense to say they have to make sure they preserve that but what is frustrating is that no action had been taken for one reason or another. He said he is also glad that they are looking to take action too so that they can preserve the building versus trying to demolish a lot of historical buildings that have a lot of stories about Freeport. He said with that said he is thinking why are they trying to pursue \$39,817 for architectural plans and engineering plans and for that matter to offer an estimate that a general contractor can also do? Councilman Pena said most general contractors will

be able to assess the structural damage and they will hire their own engineer at probably at a fraction of the cost. He said he knows that for some of the construction projects that he had worked on you can get an engineer to go in there and get an analysis for about twelve hundred dollars. He said he is kind of sticker shocked that it is \$40,000 and the same thing with the designs he is not sure that any additional designs are needed because they are just repairing what is already there. Councilman Pena said any good carpenter can say they can see what is going on on the trim and can replicate that on the inside and the outside. He said he is just trying to make sure that they save \$40,000 where they can and so when he looks at this and says why are they going out to an engineer or engineering firm or architectural firm it really makes him scratch his head as to why are they just putting out a BID for work and for that matter just asking some of the local contractors and local builders who are pretty smart and can knock this out pretty quickly within a week and do it for free or even at their own cost with the hope that they get the project. He said this \$40,000 is on top of the 375 and he does not know that they even need to use the 375 because of some BIDs that they discussed the Mayor and himself when they were at the park a couple of years ago that was about \$250,000 and so there is certainly enough room for making sure this project gets done and he surely does not want to waste \$40,000 on IAD Architects. He said he does not know what the rush is all of a sudden to push for IAD to be the only lone bidder when the current engineers are currently offering another firm and if they are not responsive he is sure there are other design companies that can afford those same designs probably at a fraction. Councilman Pena said he is looking back at the general contractors. He said he received an email in the morning from the City Secretary about a hearing that is going to take place at River Place for the architectural renderings that EDC just purchased and he thinks they purchased them for about \$25,000. Councilman Pena asked Councilman Matamoros what the dollar amount was since he was recently on the board? Councilman Matamoros said Councilman Pena could finish his comment and then he could provide that number. Councilman Pena said he believed the architectural firm the number was \$25,000 and what they did for 8.8 acres was the design and the architectural renderings, preliminary engineering, preliminary architecture, layout, and site plan. He asked and why are they paying \$40,000 for just one single building that is sitting on maybe a 10,000 square foot lot and not nine acres which is about 400,000 square feet against 10,000 square feet. He said these are his concerns. He said he is just taking things to bare because of what he hears from residents. He said he brought things to bare on May 5th, 2023 of last year and that is when he informed the Council of concerns that were conveyed to him by residents about the contract that the City ended up engaging in with Covarrubias. He said by the same token he can say that since November 16th a lot had come out about the Covarrubias investigation or for that matter not the investigation but certainly in terms of what happened publicly and he knows IAD was involved. Councilman Pena said what was curious to him is that IAD provided a letter, a strong letter of recommendation for Covarrubias and yet they were not bonded and there was a whole other slew of reasons that they have to scratch their head and ask questions as to why. He said so he is just saying that Covarrubias had that letter of support that turns out that they had a hand in the post payment process and it behooves them as the Council as he would think to suspend their candidacy till this ongoing investigation on Covarrubias and everybody that were involved both city employees and third parties until that gets resolved. He said he does not want to slow down this project but he is certainly very concerned that IAD is still at the table there when there is a lot of questions to be answered still on the Covarrubias project that cost the previous City Manager Tim Kelty his job, and so these are the things he wanted to bring to bare and he hopes the Council will listen and the items that were taken to him by residents.

Councilman Matamoros said it was \$25,000 for the design guidelines and it did not include engineering whereas the way he understood this is engineering so that there is a large difference from Gensler as \$25,000 for just design only.

Councilman Pena said they can get an engineer through any of the GCs that have worked with the City and they can get that for probably about \$1200, \$1500 or even \$2500 at the top and save \$37,500.

A motion was made by Councilman Pena to table this item until they get new BIDs from qualified firms or for that matter general contractors, seconded by Mayor Bass with discussion that followed.

Mayor Bass said he takes exception to Councilman Pena's not qualified. Mayor Bass said he thinks IAD Architects and Design is qualified. He said he knows another firm was reached out which is fine but he finds it interesting that this is exactly what Councilman Pena asked for. Mayor Bass said Councilman Pena asked for an engineering design and architectural design and that is what is being provided. Mayor Bass said he does agree with Councilman Pena that there is an opportunity to go out to others maybe outside of the Brazosport area. Mayor Bass said the BID is there and is sure it will stay that way.

Consideration and possible action approving Resolution No. 2024-2853 of (Local Government) adopting the Brazoria County Hazard Mitigation Plan 2023.

Fire Chief Chris Motley said roughly every 5 years this is brought to the Mayor and Council authorizing the Mayor to sign the document and this was actually changing from FEMA ruling that it had to be from the cities as a resolution. He said once the resolution is put before the Council and approved, it will be forwarded to Brazoria County Commissioners Court and once all the cities have approved their part of the plan by resolution, it will be forwarded to FEMA for approval. Chief Motley said the mitigation plan spells out some of the history of Brazoria County. He said, like incidents or disasters that have happened in Brazoria County but it also takes each city and looks at what projects or types of projects to identify that they can apply for grant funding from FEMA or State level. He said this document is referenced in those applications, and so he is bringing this before the Council for approval, signing a resolution, and to adopt this plan.

A motion was made by Mayor Bass to approve Resolution No. 2024-2853 of (Local Government) adopting the Brazoria County Hazard Mitigation Plan 2023, seconded by Councilman Pena with discussion that followed.

Councilman Pena asked if this changes any budgetary costs that have already extended for the emergency items? Fire Chief Chris Motley said this had no impact on any of the budget items that are there and it only helps with this plan when they are applying for grants to subsidize things that they reference this plan that had been recognized by everybody involved.

Mayor Bass called the motion to a vote with all present voting "Aye" 4-0 council unanimously approved the motion.

Consideration and possible action approving the Interlocal Cooperation Agreement for Collection of Taxes and PID Assessments for City of Freeport between Brazoria County and the City of Freeport.

Assistant Finance Director Ashlee Ferguson said Brazoria County had brought forward a revised Interlocal Cooperation Agreement for Collection of Taxes and PID Assessment for the City of Freeport. She said the revisions include the following: the cost of collecting per parcel increased from 0.32 per parcel to 0.36 per parcel in accordance with Section 6.27 of the Texas Property Tax Code with a review of such cost every 3 years, how distributions are made to the taxing entities-they are not changing how they currently distribute funds to the City, and they are just formalizing the current procedures, TNT Calculations/Designated Officer-ensuring language is in accordance with the Texas Property Tax Code, and adding consent for Penalty & Interest Waivers-In the event the County waives any penalty and/or interest on any parcel, pursuant to Texas Property Tax Code section 33.011, the City consents to the waiver of the penalty and/or interest on the same parcel and hereby authorizes the County to waive such penalty and/or interest on behalf of the City. Ms. Ferguson said the City currently had an Interlocal Cooperation Agreement for the collection of taxes and PID assessments. She said this agreement saves the City of Freeport money. She said the City only paid \$2,049.38 this fiscal year for these services. She said this saves the City from having to hire additional staff to perform these services. Ms. Ferguson said the financial impact does not affect this fiscal year, but it will increase the 2025 fiscal year budget by approximately \$300. She said staff is recommending approving the interlocal Co-op agreement with Brazoria County.

A motion was made by Mayor Bass to approve the Interlocal Cooperation Agreement for Collection of Taxes and PID Assessments for City of Freeport between Brazoria County and the City of Freeport, seconded by

Councilman Cain with all present voting "Aye" 4-0 council unanimously approved the motion.

Consideration and possible action approving Resolution No. 2024-2854 appointing a member to the Freeport Historical Commission & Main Street Advisory Board.

Main Street Coordinator Ana Silbas said during this time she only received one application from Lucy Martinez. She said she just recommends either selection of an individual. She said she knows that board appointments are coming up soon in May and with only one applicant, it would depend fully on the Council as to what decision they would like to move forward with.

A motion was made by Mayor Bass to appoint Lucy Martinez to the remainder of the remainder of the term which will be in May 2025, seconded by Councilman Matamoros with discussion that followed.

Councilman Pena asked if Ms. Martinez was at the meeting? Main Street Coordinator Ana Silbas said she was not able to attend. Councilman Pena asked if she had attended any of the meetings on Historic Main Street? Ms. Silbas said she attended the community visioning session, and she was one of the few residents to attend. Ms. Silbas said she was reached and talked about the programming they did, and she enjoyed it, so she filled out an application. Councilman Pena asked when Mr. Bullman submit his resignation? Ms. Silbas said she believed it was March 14th. Councilman Pena asked if that position had been advertised. Ms. Silbas said yes through the Facebook page and through the Residents of Freeport. Councilman Pena asked if this was on the City Facebook page also? Ms. Silbas said it was shared as well. Councilman Pena asked if Ms. Martinez was a resident of Freeport? Ms. Silbas said yes for 63 years.

Mayor Bass called the motion to a vote with all present voting "Aye" 4-0 council unanimously approved the motion.

Consideration and possible action approving to remove William Leitch from the Freeport Historical Commission & Main Street Advisory Board.

Mayor Bass said he wanted to give his point of view to see if this would be settled for the night. He said he had been a proponent ever since he had been on the Council and been Mayor, that the individual committees should hear and vote among themselves about removal of their members. He said this is just how he feels and that did not apply to Ed Garcia and Nicole Mireles, and he was in the minor on that and the Council voted to remove them. Mayor Bass said the Council can certainly do that tonight, but he believes that it needs to come up and be talked about with the sitting committee as it stands, and it goes back to whether it is their desire to do so and continue with that, then it is the decision as elected office holders.

Sandra Leavey resides at 311 West Broad, Freeport, Texas. She said she was there in support of Bill. She said, as most may know, she was involved in the very first Main Street program, and she had been a building owner down there since the late 1990s. She said Bill also bought property about the same time she did and, throughout the entire process of Main Street one not having Main Street two, Bill had been because of the business that he was in at the time. She said he was a great asset as far as giving suggestions on what to do and talking with the people of Austin about some of the problems with infrastructure. She said he had been there long enough to know that the alley was renovated three times in two years because of one of the City Managers. She said there are issues downtown that are central to renovating like that whole block of buildings and the frustration that he feels sometimes is because they get new people on the board that are not only new to the Main Street but new to the issues that surround that particular downtown area. She said one of the things about the block that his house is in and it was explained best by one of the architectural rendering people she does not know what the name is for that group but from Main Street was that the block was built very similar to a group of townhouses and so if that is taken and because of the materials that those buildings were built out of and the engineering at the top the foundations at the time if you take out one building it affects the integrity of the others. She said they have also been there long enough to know that the infrastructure improvement and infrastructure downtown is needed before they get like influx of people or businesses down there because they have constant problems with gas lines and with water. Ms. Leavey said they have problems with water drainage coming off

the alleys and flowing through their buildings. She said the last bad storm the water flowed from just building through all those buildings because Frank and her stayed there during that storm and you could see through the windows the water running towards the other building. She said the way those walls are built there is a seepage underneath those. She said she understands the frustration that Bill has about taking out the one building that was voted on to demolish or the EDC. Ms. Leavey said and perhaps like her husband he is not the most eloquent speaker when it comes to voicing his frustrations but she thinks that the fact that he has so intense knowledge of that downtown area and of those buildings and the structure he is an asset to that board. She said this is just her opinion and she knows that she had called him and asked him a lot of questions and he had helped them solve a lot of their problems pretty easily because of his knowledge.

Denise Leitch resides at 216 West Park in Freeport for the last 20 years. She said she had worked at intermedics right across the park on the other side for many years and until intermedics was closed and moved to Angleton. She said she just wanted to tell the Council a little about her husband Bill Leitch. She said he is a father of three and a grandfather of three girls and another that is due next month. She said she is very proud to be his wife. She said she knows that because she is his wife it is easy for her to say how wonderful, nice, and how great he is. Mrs. Leitch said she knows the biggest thing about him is that he is a very honest man almost to a fault. She said he is the guy that will not blow smoke, he won't tell you what you want to hear, he is going to be the guy on the committee that will say the truth. She said he is going to tell you why something will not work but he is also going to give you the way it can work. She said he is always very solution minded and he had done a lot of work in Freeport and a lot of work at Shintech. She said he started his first business when he was 19 years old in California and San Diego, and he had owned a construction business until she made him retire last year. She said but he still does a lot of work at their church in Freeport. She said they are very proud of Freeport and love living in Freeport. Mrs. Leitch said she absolutely loves living in the downtown. She said the only sad thing about the downtown is in the last 40 years that she had been in the downtown. She said she used to work for the Bo's Army Navy store downtown when she was 19 years old and to say she is a couple of years past that is only kindness. She said nothing changes and it is the same thing. She said she does not understand how you can get thrown. She said she did not want him to get on the board because of all the shenanigans. She said Freeport had a lot of shenanigans going on a lot of times and she was very reluctant for him to get on the board because he is a sensitive person even though he may not appear that way she did not want him to be put in that situation. Mrs. Leitch said she did not want him to receive an email from Ms. Silbas the other night telling him that he was effectively being thrown off a board with no explanation or just because. She said she is not saying she might not have something but why not tell him what it is. She said why not explain. She said she is with the Mayor on this. She said she had been on many many boards over the years. She had worked all her life and she worked at UTMB after Intermedics in Angleton. She said she served as the board secretary for the Angleton Hospital District Board so she knows the Robert's Rule of Order backwards and forwards. She said but her thing is a board should govern themselves and a written notice should be given as to what you have done so you can at least explain yourself. She said it may not change the outcome but she thinks every single person that is on the board should be very afraid that what if next week you say something to somebody and their head is on the block. She said she just does not think it is fair or right besides they are not being paid to be on this board. She said this is a volunteer thing so why not be honest with the person and tell them what the infraction is, discuss it, and then go back to the people.

Mayor Bass asked Denise Leitch what she did for Intermedics? Denise Leitch said she was the Executive Assistant for the hospital CEO. Mayor Bass asked so this is what lead her to UTMB after that? Ms. Leitch said yes she worked for Angleton Danbury for just under 25 years. Mayor Bass said she probably remembers the good things in downtown before Intermedics bought everything. Ms. Leitch said they made it into a good place but the Council would not give them the abatement and that was a silly foolish move.

Pamela Dancy said she was a little concerned when she read this on the agenda the other day that this was happening to Bill. She said she really does not know Bill that well but she was there and he had a lot of good information that he was talking about. She said she was wondering if this had to do anything with personalities

instead of principles because he was debating some things that Councilman George Matamoros or some figures that he was talking about. She said she hoped that this did not rub into this consideration for him to be removed because he seems quite knowledgeable. Ms. Dancy said that is what is needed, it is somebody that has a lot of knowledge that is able to have their input because the way she read this and the email she is kind of like if you are not in everybody's not less soldiers in line with the same thing then this can happen. She said to Ms. Ana if she could explain so other people and herself can get some clarity on this. Ms. Dancy said he seems like he is very knowledgeable and is the kind of person that we need on that type of the board.

Melanie Oldham said she is on the Historical Main Street Board and she is one of the newer members. She said she received an email at the end of the week from Ms. Ana and she did not understand exactly why that supposedly Mr. Leitch was not meeting some standards and that it had to do with something that happened or was said at the visioning session. Ms. Oldham said she was at the session and there were four different tables. She said she heard frustration but they talked about past history and it seemed like as far as downtown this discussion had been going on for a long time. She said for instance when she first moved here 15 years ago her daughter and herself rented out the building that was Lucy Goose at that time there was flooding from the back alley, mold, mildew and here they are now 15 years later and that basic thing had not been taken care of. She said the Historical Main Street Board was going to meet on Thursday that week at 5:00P.M. and she thinks they need to understand why or who is upset about something that was said. Ms. Oldham said Mr. Leitch should have an opportunity to talk and then they decide. She said as a committee they need to hear it all and she thinks it is okay for open discussion and different ways of approaching things. She said he is a contractor and she actually listened about that 208 building downtown. She said she thinks he has something to contribute but she would also like to hear what upset somebody so much that they requested the Council to remove him.

Main Street Coordinator Ana Silbas said staff is requesting the City Council to consider the removal of William Leitch from the Freeport Historical Commission and Main Street Advisory Board due to failure to uphold board member expectations and responsibilities. She said Mr. Leitch is currently serving a two-year term, which expires on May 31, 2025. She said the recent behavior of board member has warranted concerns about board membership. She said the board member's behavior has become a detriment to the progress of the Freeport Main Street Program. Ms. Silbas said as a Main Street Coordinator she had received concerns regarding Mr. Leitch's behavior, most recently at the Community Visioning Session hosted by the Freeport Historical Commission & Main Street Advisory Board in partnership with the Freeport Economic Development Corporation. She said the Freeport Historical Commission and Main Street Advisory Board with all board member appointments they do suggest replacements for any board positions bring diversity in the areas of race, age, and professional expertise to be reflective of our community and support the mission of the Freeport Main Street Program.

Councilman Cain said he appreciated the fact that Ms. Silbas took this to the Council. She said there are a lot of boards in the City and in the over four years he had been on Council he had seen a lot of dysfunction on a lot of the boards that the City had. He said unfortunately in the past the different boards have allowed the dysfunction to continue instead of trying to do something to stop it. He said he appreciates what she is trying to do however he personally is kind of leaning towards what the Mayor said. Councilman Cain said to take this to the board and if they have a unanimous or at least half say this is what the board wants then he will be more leaning towards voting for it.

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

Consideration and possible action approving Ordinance No. 2024-2727 to update the City Loitering Ordinance 30-77.

Police Chief Jennifer Howell said she had mentioned a month or two ago regarding updating the ordinance on loitering. She said it originated in 1966 and had not been updated since 1996. She said she is trying to go through some different ordinances and get into the 21st century. Chief Howell said this was one of the changes and everything that she talked about to the Council to be able to see if there is a closed business, individuals are

sometimes loitering in the parking lots like teenagers or, even sometimes, adults gather there at late hours. She said officers do stop out to make contact but, unfortunately, unless they have the business owner at that time, they do not have any grounds to be able to push those individuals on from loitering at a closed business. She said this is an update to the ordinance that is being proposed.

Mayor Bass said under section 30.77 (a) loitering prohibited, it says it includes the following activities: standing, sitting, the laying the walking about aimlessly without apparent purpose. Mayor Bass asked if the walking was supposed to be the walking or just walking? Police Chief Jennifer Howell said it probably should just be laying, walking about.

Councilman Pena asked if the loitering ordinance is strictly just parks or any businesses as well? Police Chief Jennifer Howell said this could be any business like Shipleys or Concentra that if the business is closed and that business is not currently in operating hours and individuals go to hang out in the parking lot then the officers can then make contact and say the City had an ordinance that if the business is closed they can not be there. Councilman Pena asked if that included by the root beer stand and also the mystery? Chief Howell said this would include any business in the City. Councilman Pena asked if they were experiencing any problems with loitering as a whole? Chief Howell said yes and currently officers will stop out and make contact but then as far as like if they stop out to make contact they are not required to identify themselves so they do not have any identifying information and then they can say maybe it might be a good idea if they go somewhere else but they do not have the grounds to be able to tell people to go somewhere else and then if something happens later where a business owner calls and says their glass got busted out and it looks like a rock hit it they are not able to identify those individuals to be able to have any leads for them. Councilman Pena asked if this will allow everybody to be identified by law enforcement or allow law enforcement to ask that question? Chief Howell said when they stop out and everything to make contact they can advise them then about the no loitering and then if they continue to not go ahead and go then at that point they have grounds to start moving forward. Councilman Pena said he was just curious about what the protocol was and then in terms of peoples rights for displaying their identity. Councilman Pena asked if there were any concerns on that from Olson and Olson? Interim City Attorney Bridgette Begle said no David reviewed it and okayed everything with Chief. Councilman Pena asked if this affects any of their Miranda rights or anything like that? Police Chief Jennifer Howell said no this just would be making that initial contact and then getting those individuals to move on as of right now they can not but they can just be advised them and then they just continue to loiter and hang out at parking lots for all hours of the night sometimes. Councilman Pena his concern is that then at the next meeting a whole bunch of residents or folks are accused of loitering and then they go and say they were being harassed. Councilman Pena said he just wants to make sure it is crystal clear so the public knows they are just trying to make the community safer but also know what the protocol is. Councilman Pena asked that it is his understanding that the police officers patrolmen will approach anybody that is loitering and just ask them to leave? Police Chief Jennifer Howell said they were going to start education just like anything else and also push this out on social media but it is not like they are going to be writing tickets left and right or anything or arresting people over this but it will start with educating. Councilman Pena asked if the lead question was going to be can they please move or is the lead question going to be to identify themselves? Police Chief Jennifer Howell said the lead question and everything is going to be again education. Councilman Pena said he likes the good reputation that the police department is afforded today and he would like to maintain that as much as possible.

Mayor Bass asked what about a blow up bed at Antonellis will that be loitering? Police Chief Jennifer Howell said that will be loitering as well and would also even constitute to fall under camping for the penal code of camping. Mayor Bass said if this is approved he will sign with the one correction.

A motion was made by Councilman Cain to approve Ordinance No. 2024-2727 to update the City Loitering Ordinance 30-77, seconded by Councilman Matamoros with all present voting "Aye" 4-0 council unanimously approved the motion.

Consideration and possible action on the approval of the Windstorm Insurance Policy Renewal.

Assistant Finance Director Ashlee Ferguson said the City has two windstorm insurance carriers for the various locations of the City. She said this is the renewal of the windstorm insurance through ICAT for Golf Course, Riverplace, and the FMP Kitchen. She said the average cost increased by approximately \$20,000 from the current deductible of 1% to the total of \$57,793.34. She said this is due to the fact that the insurance is based off of the current replacement cost of each structure, which has obviously increased dramatically based off the increased construction cost. Ms. Ferguson said the increase in cost can be covered by the current budget for insurance because it was projected in the fiscal year 2024. She said Victor insurance managers work with Texas Municipal League IRP and the carriers each year to bring the City insurance coverage. She said they did have ICAT submit three proposals for windstorm insurance this year. She said these options were based on the deductible amounts. Ms. Ferguson said staff recommends staying with the current deductible of 1% when there is a named storm, and this is the only insurance coverage that the City has available if there is damage.

Mayor Bass asked if this increase is available in the budget? Assistant Finance Director Ashlee Ferguson said yes.

Councilman Cain asked why is there two windstorm carriers and is that typical? Human Resource Donna Fisher said Texas Windstorm Insurance Association will not cover all of the buildings so that is why ICAT will cover some of them.

Mayor Bass said he would move to approve the recommendation of the City Council of the City Administration with the understanding that this is going to be according to meteorologists a very exciting year so hopefully this will not be used.

A motion was made by Mayor Bass to approve the Windstorm Insurance Policy Renewal, seconded by Councilman Matamoros with all present voting "Aye" 4-0 council unanimously approved the motion.

WORK SESSION:

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

Councilman Pena Ward A announcements and comments.

Councilman Pena said he wanted to thank everybody that came out and spoke on behalf of the City's interests and, for that matter, residents for agenda item eight and nine. He said he wanted to touch on the fact that Riverfest was coming up. He said he wanted to touch on Mr. Sam Reyna's comment about the contract selection. Councilman Pena said he wants to make sure that, in fact, there is a clearly defined that enhances transparency for the procurement process of any and all contracts that the City should engage in going forward, and he would like to see that in the next meeting or the one after at least before they try to select any additional contracts. He said he had been maintaining that the selection or the review committee should be a collection of residents and City staff, but after thinking about it and formulating the idea of the risk behind that in terms of the sealed BID process. Councilman Pena said he thinks it is a better idea that the selection process should be turned over to a third party law firm. He said he thinks law firms are probably less likely to be compromised than anybody else because they have their licenses to be considered. He said he also wanted to make sure he followed up on that statement, Mr. Reyna was brought up. He said he wanted to mention at the last meeting that it was talked about a question that was asked by Ms. Dancy about the update to an investigation with Covarrubias and he would like to request it again a public statement from City Hall staff as to what the status

update is both a verbal one tonight. He said if that is affordable and or a formal one that can be posted on the City Website and Facebook page. He said he also wanted to get clarification on when the large trash removal is going to be. City Manager Lance Petty said Saturday 27 from 8:00A.M. to 12:00P.M. and it will be located at 200 West Second Street next to City Hall. Councilman Pena asked if Riverfest was still receiving applications for booths? City Manager Lance Petty said yes. Councilman Pena asked for both vendors and public booths? City Manager Lance Petty said yes. Councilman Pena said he wants to make sure before going into executive session he is afforded the opportunity to make a motion for additional security.

Councilman Cain Ward B announcements and comments.

Councilman Cain said he wanted to thank everybody that showed up and especially those that have the courage to come up and speak. He said it was not an easy task. Councilman Cain said, as many people know and some may not know, Captain Gillchriest has announced his retirement. He wanted to give a shout-out to the Captain for over 30 years of service of working as a Police Officer in the City of Freeport. Councilman Cain thanked Captain Gillchriest for his service. He said he also wanted to remind everybody that early voting starts on the 22nd, which is right around the corner and there are six names on the ballots. Councilman Cain said for everyone to get out there and vote.

Councilman Matamoros Ward C announcements and comments.

Councilman Matamoros said he would also like to thank all the residents and visitors who attended in person and viewed online. He also wanted to thank the residents who spoke during citizens' comments and agenda items. He said Councilman Cain stole his thunder and he also wanted to wish Captain Gillchriest a happy retirement, and thank him for the many years of dedicated service to the City. He said he was looking forward to some great events, including Riverfest and the boat races. Councilman Matamoros said the Citywide garage sale will be happening on the weekend and Citywide clean up the following weekend. He said there were some things that he had noticed about the City as he had been driving around and one of those was the cleanliness of the city and driving around. He said he was going to get on his soapbox just a little bit and driving around he noticed that there are some deficiencies with garbage pickup, but what he also noticed is the lack of respect by the residents who would just drive down the street and throw their garbage on the street. Councilman Matamoros said it could be a McDonald's bag or another bag. He said we need to take pride in our city and if we do not do it, nobody else will. He said we can go and complain or take the concerns about the trash service but if it is not done by ourselves it is not going to be done. Councilman Matamoros said he was going to take some issues he had seen and pictures of trash service to City Manager Lance Petty during the week. He said he is also looking forward to this weekend as Phillips 66 will be having their golf tournament at the Freeport Golf Course on Thursday and Saturday. He said if he is not mistaken he thinks they filled up those two today and so this will be the second year in a row that the tournament will be held at the Freeport Golf Course. He said this just proves that the Golf Course and with the work from Brian and his team it is a hidden gem that should be highlighted when there is a chance and he is looking forward to the tournament.

Councilman Rossow Ward D announcements and comments.

Mayor Brooks Bass announcements and comments.

City Manager Lance Petty announcements and comments.

City Manager Lance Petty said the community clean up will be April 27th from 8:00A.M. to 12:00P.M. and it will be held at the old City Hall. He said the old City Hall is being abated right now. He also said Saturday will be the Citywide garage sale and then RiverFest is a free event. He said it is a really wonderful event that is put on and there are a lot of good vendors, bands, boats, and also fireworks. City Manager Lance Petty invited everybody to attend. He said the Public Works department also had an employee that retired last week as well. He said the employee had been there for 20 years and his name was John Stieg. He said if anyone had been out on the beach and seen him on the front end loader he was the John Beach. City Manager Lance Petty said hopefully they can get somebody to step in that role and keep the beach up nice and clean, but would like to wish him a happy retirement as well.

A motion was made by Councilman Pena to include Chief Howell in the executive session for additional security. Motion died due to a lack of a second.

A motion was made by Mayor Bass to allow City Manager Lance Petty into executive session , seconded by Councilman Cain with all present voting "Aye" 4-0 council unanimously approved the motion.

Mayor Bass tripped over the pronunciation of Councilman Pena's last name reading the executive session item.

Councilman Pena said to Mayor Bass real clever Bass with his trip of words. Councilman Pena said to Mayor Bass to let the video show how much class he does not have. Mayor Bass said to Councilman Pena excuse me. Councilman Pena said to Mayor Bass he knows exactly what he did and he is not funny. Councilman Pena said he was going to be replaying this video of Mayor Bass. Councilman Pena said to Mayor Bass him and his bombastic comments and his inflammatory language. Councilman Pena said to Mayor Bass and asked if he stopped beating his wife?

Margaret Bachman resides at 96 Dolphin Lane in Freeport, Texas. Ms. Bachman said to Mr. Pena she finds his flippant comment about spousal abuse to be very offensive. Councilman Pena asked Ms. Bachman if she found anything that Mayor Bass had to say offensive? Mayor Bass said to Councilman Pena to let Ms. Bachman speak. Mayor Bass said to Chief Howell to remove Councilman Pena from Council if he said another word. Ms. Bachman said she had grown up in a situation where there was physical and emotional abuse. Ms. Bachman said she finds Councilman Pena's comment to be flippant and very derogatory. She said she finds them to be very disrespectful to people that actually are in fear of their life and people that are in fear every day for their life and for those women and those people that live in situations like that. She said she finds it very disrespectful.

Mayor Bass said to Chief Howell to escort Councilman Pena outside the building. Councilman Pena was escorted out by Chief Howell.

Margaret Bachman said she finds Councilman Pena offensive and she finds it derogatory and demeaning to people that live in situations where they are actually in fear for their life. She said for him to make flippant comments she finds it offensive.

CLOSED SESSION:

Executive Session regarding: a.) (Personnel matters) 1.) Update on investigation into complaints filed against Councilman Pena pursuant to Section 551.074. b.) (Deliberations about Real Property) 1.) Discuss Freeport 19 LLC, Maddox Properties pursuant to Section 551.072

The regular session closed at 7:14P.M. and Council entered into Executive Session.

COUNCIL BUSINESS – REGULAR SESSION:

Take any action resulting from Executive Session.

Executive Session ended at 7:30P.M., and Council entered back into regular session.

There was no action from Executive Session.

Mayor Bass said there is a statement in regard to the update on the investigation and complaints filed against Councilman Pena. Mayor Bass said he would state and consulted with legal on this, and it is appropriate to state that at this time the investigation is coming to a close. He said there had been numerous attempts to contact

Councilman Pena by the investigator that was hired. Mayor Bass said it had been heard that Councilman Pena said he wanted to talk to him and the investigator has set up numerous times to meet with Councilman Pena only to be rebuffed at the last minute, and so he still had not met with Councilman Pena in regard to his side of the versions in regard to the investigations. Mayor Bass said he would encourage Councilman Pena to come forth and talk.

ADJOURNMENT:

Adjourn

A motion was made by Councilman Cain to adjourn the meeting, seconded by Councilman Matamoros with all present and voting "Aye" 3-0. Councilman Pena was not present for this motion. Mayor Bass adjourned the meeting at 7:31P.M.

Brooks Bass, Mayor

Clarisa Molina, City Secretary



City Council Agenda Item #6.

Title: Consideration and possible action approving Ordinance No. 2024-2728 adding a New Subsection (8) to Article II Registration and Inspection of Multi-Family Rental Complexes.

Date: May 6, 2024

From: Shelby Araujo, Building Director

Staff Recommendation: Staff recommends approval of the registration and inspection Ordinance.

Item Summary: The purpose of these regulations is to ensure safe, sanitary, and suitable living environments to protect and secure the public health, safety, and welfare of the citizens of the city.

Background Information: The City has received numerous complaints from citizens of Freeport expressing concerns about the conditions associated with multifamily rental complexes throughout the city. The City Council directed staff to create a registration and inspection program for multifamily rental complexes, and staff has completed the proposed ordinance for approval.

The proposed ordinance was presented to the Planning and Zoning Commission on April 23, 2024 and was passed with 3-2 vote with changes.

Special Considerations: If approved, city staff will begin the implementation of the program.

Financial Impact:

A full-time inspector on staff to inspect for compliance.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. RENTAL ORDINANCE COUNCIL(1) 05062024
2. Apartment Inspection Checklist Form Exterior Inspection
3. Apartment Inspection Checklist Form

4. COC ART 18_05
5. Implementations_Inspections_complex actions
6. multi family list

ORDINANCE NO. 2024-2728

AN ORDINANCE AMENDING THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS BY ADDING A NEW ARTICLE III - REGISTRATION AND INSPECTION OF RENTAL COMPLEXES OF CHAPTER 16 – HEALTH AND PUBLIC WELFARE; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW.

WHEREAS, the City Council (the “Council”) of the City of Freeport, Texas (the “City”), determines it in the best interest of the health, safety, and welfare of the citizens of the City to add a requirement that all rental properties are registered and inspected annually to ensure compliance with the International Property Maintenance Code and other City regulations; and

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

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

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

Section 2. The Code of Ordinances of the City of Freeport, Texas, is hereby amended by adding a new Article III – Registration and Inspection of Rental Complexes of Chapter 16, to read as follows:

“Sec. 16-45. Definitions.

The following definitions shall apply to this chapter:

Access street. A public street either within or bounding an apartment project which serves an apartment project and other property outside the project.

Apartment building. A structure containing four (4) or more dwelling units with common walls, including units that are located one over the other.

Apartment Complex. One (1) or more adjacent apartment buildings which are under common ownership and management.

Apartment project. An apartment development or plan which is submitted and approved by a single permit and which is laid out on contiguous or adjacent land which is owned in fee by the developer.

Interior street. Public streets dedicated by the developer of an apartment project. Said streets shall not exceed six hundred (600) feet in length and shall be designed to serve a limited area within such project and not properties outside the apartment project.

Driveway. A private access to parking spaces within the apartment project or subdivision.

Dwelling Unit. A single unit providing complete, independent living facilities for one (1) or more persons, including permanent provisions for living, sleeping, eating, cooking and sanitation.

Landlord. The owner, operator, lessor, management company, managing agent, or on-site manager of an apartment complex.

Sec. 16-46. - Purpose and intent.

The purpose of these regulations is to ensure safe, sanitary, and suitable living environments to protect and secure the public health, safety, and welfare of the citizens of the city.

Sec. 16-47. Applicability and administration.

(a) This article shall apply to apartment complexes with four (4) or more dwelling units.

(b) The Building Official or a designee shall be responsible for administering and enforcing the provisions of this article.

Sec. 16-48. Registration required.

(a) The landlord of an apartment complex shall register annually by January 1 of each calendar year.

(b) A registration is valid for one calendar year unless the ownership of the complex changes.

(c) If a change in ownership of the complex occurs, the landlord of the complex shall have thirty (30) days from the date of change of ownership to file a new registration.

(d) The registration shall be on a form prescribed by the City of Freeport and shall contain the following information about the complex:

- (1) The trade name, physical address, business mailing address and total number of units;
 - (2) The names of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during any 24-hour period. Emergency conditions shall include fire, natural disaster, flood, burst pipes, collapse hazard and violent crime;
 - (3) The names, addresses, and telephone numbers of the owner, property manager, resident manager, and registered agent;
 - (4) The type of business entity that owns the complex;
 - (5) The number and type of security systems and fire alarm systems maintained on the premises and the names and telephone numbers of the alarm companies which respond to alarms or relay alarms to emergency services.
- (e) The landlord commits an offense if he or she operates an apartment complex which is not currently registered with the City of Freeport.

Sec. 16-49. - Apartment complex inspection fee.

- (a) An apartment complex inspection fee will be charged to each complex, and will be included with the monthly water utility bill for each complex.
- (b) There is no inspection fee for first and second inspections.
- (c) There shall be a charge for third and subsequent inspections of the same violation.

Sec. 16-50. Inspections as of (*PROGRAM START DATE*) and prior to (*3-6 MONTHS AFTER START DATE*)

(a) To determine compliance with minimum building and property maintenance standards in accordance with the International Property Maintenance Code and other applicable adopted laws and codes and to determine compliance with this article, the City of Freeport may conduct:

- (1) Periodic inspections;
- (2) Follow-up inspections; and
- (3) Inspections based on indications of code violations, including complaints filed with the City of Freeport.

(b) All areas of an apartment complex shall be subject to periodic inspection by the City of Freeport.

(c) A report listing all vacant units must be provided to the City of Freeport by the 10th day of each month and upon request.

(d) The landlord that fails an inspection shall eliminate all violations identified at the time of the inspection. The landlord must allow follow-up inspections by the City of Freeport after a reasonable period of time to determine if the violations have been abated.

(e) If entry is refused, the City of Freeport is authorized to pursue recourse as provided by law, including all rights and authority granted under Article 18.05 of the Vernon's Ann. C.C.P.

Sec. 16-51. Inspections after (3-6 MONTHS AFTER START DATE).

(a) To determine compliance with minimum building and property maintenance standards in accordance with the International Property Maintenance Code and other applicable city codes and to determine compliance with this article, the City of Freeport may conduct:

(1) Periodic inspections;

(2) Follow-up inspections; and

(3) Inspections based on indications of code violations, including complaints filed with the City of Freeport.

(b) All areas of an apartment complex shall be subject to periodic inspection by the City of Freeport.

(c) A report listing all vacant units must be provided to the City of Freeport by the 10th day of each month and upon request.

(d) Vacant units that have not been inspected within a six (6) month period or that have been damaged must be inspected by the City of Freeport prior to being occupied. If the City of Freeport does not respond to the request for a vacant unit inspection within seventy-two (72) hours, the unit may be rented.

(e) All units will be inspected upon immediate request by the City of Freeport if the City of Freeport is able to do so. The City of Freeport reserves the right to have up to seventy-two (72) hours to inspect the unit before move in for extenuating circumstances.

(f) The landlord that fails an inspection shall eliminate all violations identified at the time of the inspection. The landlord must allow follow-up inspections by the City of Freeport after a reasonable period of time to determine if the violations have been abated.

(g) If entry is refused, the City of Freeport is authorized to pursue recourse as provided by law, including all rights and authority granted under Article 18.05 of the Vernon's Ann. C.C.P.

Sec. 16-52. Operation of Apartment Complexes.

(a) All grounds and improvements shall be maintained in a reasonable state of repair. Electrical systems, water systems, sanitary sewer systems, streets, parking areas and buildings shall comply with applicable codes and be maintained in safe and sanitary conditions. Refuse collection sites shall be kept clean and sanitary; grass and shrubbery shall be mowed and trimmed; fences shall be kept in a sound state of repair; grading and drainage shall be well maintained; common facilities shall be operated in compliance with applicable ordinances; and the property shall be maintained reasonably free of litter and debris.

(b) The landlord shall be responsible for the operation and maintenance of the property, including:

- (1) Keeping the property in good repair and in a clean and sanitary condition;
- (2) Maintaining a site plan showing apartment building locations and numbers;
- (3) Requiring that licensed contractors be used for applicable repairs;
- (4) Notifying occupants of their responsibilities to:
 - a. Maintain their apartment s in good repair and in clean and sanitary conditions;
 - b. Abide by all other regulations, requirements and laws of the city and state.

Sec. 16-53. - One-year standards for Apartment Complexes.

All apartment complexes must comply with the standards in this section on or before January 1, 2023.

- (1) All staircases and handrails shall be constructed such that a four-inch spear shall not pass between the balusters.
- (2) All units shall be sequentially numbered and the numbers shall be displayed in a manner that is clearly visible from the adjacent street.

- (3) All water and sewer lines and connections must comply with city and state codes.
- (4) Adequate security lighting shall be provided to illuminate common areas and parking.
- (5) All electrical distributions and connections must comply with applicable city and state codes.

Sec. 16-54. - Five-year standards for Apartment Complexes.

All apartment complexes must comply with the standards in this section on or before January 1, 2027;

- (1) Garbage dumpster(s) shall be provided by the apartment complex in the size and numbers appropriate for the number of units. The pad location and fencing for the dumpster area shall meet the city design criteria manual. Pickup service shall be provided no less than once weekly.
- (2) All apartment complexes must have a storm drainage system approved by the city engineer, unless the storm drainage system has previously been approved and is on file with the city. Apartment complexes without a previously approved drainage system shall submit for approval a drainage plan sealed by a professional engineer. Any required drainage improvements shall be complete and in place by January 1, 2027.
- (3) The following street requirements must be provided:
 - a. "No parking" signs must be installed and maintained along the entrance road.
 - b. All internal streets/driveways shall:
 1. Be constructed of an all-weather surface;
 2. Be at least twenty (20) feet in width; and
 3. Provide designated no-parking fire lanes on each side.
 - c. Streetlights shall be provided along all internal streets/driveways at a minimum spacing of three hundred (300) feet between lights and at all street intersections.
 - d. Off-street parking areas. All parking areas must be of an all-weather surface.
- (4) A common walkway system or designated pedestrian walkway must be provided along or adjacent to all internal streets/driveways. The concrete sidewalk or specified striped walkway must be constructed of an all-weather surface and be approved by the building official.
- (5) If adjacent to a residence or within three hundred (300) feet of a major thoroughfare, a fence shall be installed around the outer perimeter of the

apartment complex to visually screen the apartment complex from other properties or public rights-of-way. The fence shall be a minimum of six (6) feet high, and must be maintained in good repair as long as the apartment complex remains in operation. The fence must be constructed of wood, brick, split-face block, steel wire (cyclone) with slats, or any combination of these materials that creates an effective visual screen.

- (6) Fire hydrants shall be provided and shall be so spaced that no portion of any apartment building is more than five hundred (500) feet from the nearest fire hydrant. All fire hydrants shall comply with city standards in accordance with one of the following designs:
 - a. Installation of a six-inch or larger diameter water main, complete with fire hydrants looped throughout the park, or as approved by the Fire Marshal, accompanied by individual service meters for each lot; or
 - b. Installation of a six-inch or larger diameter water main, complete with fire hydrants looped throughout the park, or as approved by the Fire Marshal, accompanied by a separate main of sufficient size to furnish adequate water supply for all proposed lots and metered by a master meter.

Sec. 16-55. Posting.

Each apartment unit described herein shall have prominently displayed in a conspicuous, publicly accessible area on the premises of the complex:

- (1) Signs posted by the owner or owners representative showing the names and phone numbers of designated employees or authorized representatives who shall be assigned to respond to emergency conditions and a telephone number where said employees can be contacted during the 24-hour period.
- (2) A notice for reporting code violations to the city.

Sec. 16-56 . Appeals.

- (a) Procedural requirements. The owner of a building or any other type of structure for occupancy, or his/her designated agent, may appeal a decision rendered by the inspector pursuant to this article to the building board of adjustment and appeals. Notice of the appeal shall be in writing and shall be filed within fifteen (15) days after the decision is rendered by the inspector. Notice of the appeal shall be filed with the community development director of the city.
- (b) Decisions. The building board of adjustment and appeals, when so appealed to and after a hearing, may vary the application of any provision

of this article to any particular case when, in its opinion, the enforcement thereof would do manifest injustice and would be contrary to the spirit and purpose of this article or public interest, or when, in its opinion, the interpretation of the inspector should be modified or reversed.

1. The building board of adjustment and appeals shall, in every case, reach a decision without unreasonable or unnecessary delay. Each decision of the building board of adjustment and appeals shall also include the reason(s) for the decision. If a decision of the building board of adjustment and appeals reverses or modifies a refusal, order, or disallowance of the inspector, or varies the application of any provision of this article, the inspector shall immediately take action in accordance with such decision.
2. Every decision of the building board of adjustment and appeals shall be final, subject however to such remedy as any aggrieved party might have at law or in equity.

Sec. 16-57. Enforcement.

Nothing in this article prevents the city from pursuing civil and criminal remedies concurrently or availing itself of any other remedy allowed by law.”

Section 3. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Freeport and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

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

Section 5. Any person violating this section shall be guilty of a misdemeanor and upon conviction therefor, shall be fined not to exceed \$500, and each day any such violation continues or occurs shall constituted a separate offense.

Section 6. This ordinance shall take effect and be in force immediately upon its passage and publication of its descriptive caption twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this _____ 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, Interim City Attorney,
City of Freeport, Texas



City of Freeport Community Development
Code Enforcement Division
1201 N Ave H, Freeport, Tx 77541
979-871-0109

EXTERIOR
INSPECTION

Property Name:

Bldg#:

Date:

Address:

1ST Inspection: ☐

2nd Inspection: ☐

3rd Inspection (\$25 Fee): ☐

4th Inspection (\$50 Fee): ☐

(A) Windows & Doors IPMC 304.13 / 304.15 / 304.18	(I) Electrical & Lighting - IPMC 604 & Chapter 7
1. Weather tight & free of defects	1. Properly marked electrical box (apt.#)
2. Unobstructed egress	2. All wiring intact & properly maintained
	3. Properly installed service panel
(B) Walls & Overhangs IPMC 304.2/304.3/ 304.6/ 304.9	4. Fixtures/light covers intact & properly functioning
1. Soffit & fascia in good repair	5. No obstructions to electrical meters/boxes
2. Siding is weather tight & intact	6. Cover plates on all outlets/switches/junction boxes
3. Weatherproof & free from rot	
4. Building & unit numbers posted	(J) Fire IFC 308 / 503 / 906.3
5. No peeling, chipping or flaking paint	1. Fire lanes marked and clear of obstruction
	2. Fire extinguishers present & working
(C) Foundation IPMC 304.5	3. Fire extinguishers certified annually
1. Structurally sound	4. Fire sprinkler system intact & operable
2. Free from holes or gaps	5. BBQ pits in safe locations – 5 feet from building
	6. No LP gas cylinder storage
(D) Roof IPMC 304.7/ 603	
1. Structurally sound	(K) Sidewalks / Driveways & Parking Lots IPMC 302.3
2. No defective shingles or flashing	1. Proper surface & well maintained
3. Free of water leaks	2. Free of major cracks or other hazards
4. Flue vents & spark arrestor maintained	
	(L) Yard IPMC 302.2 / 302.4
(E) Gutters & Downspouts IPMC 304.7	1. Grass & weeds <12" in height
1. Good condition & no obstruction	2. Grading, drainage & free of holes
2. Properly attached	
	(M) Vehicles IPMC 302.8 / CoO 38.73
(F) Porches/Decks/Balconies IPMC 304.10	1. Vehicles parked on approved surfaces
1. Structurally sound/rotten/missing wood	2. No oversized, inoperable or junked vehicles
2. Guard railing if over 30" above grade	
3. Safely supports imposed loads	(N) Accessory Structures, Carports & Common Areas
4. Securely attached & anchored	1. Free of defects & structurally sound
	2. Swimming pools clean/sanitary/secure
(G) Stairs , Steps & Handrails IPMC 304.10/ 304.12	3. Laundry facility clean/sanitary
1. Maintained & free from defects	4. Recreation areas free of hazards
2. Properly anchored & structurally sound	5. Dumpster enclosure in good repair
3. All rail caps present	6. No accumulated rubbish/debris
4. Hand & guard rails firmly fastened	IPMC 302/303/ 307/CoO 51/CoO 110.71
5. Maximum of 4" spacing in railing	
	(O) Other IPMC 302.5 / 308 / 506
(H) Fences CoO 110-172 / IPMC 302.7	1. Free of rodent & insect infestation
1. No damage / leaning section / prohibited materials	2. Sealed for bats
2. Fence of 6'-7' in height surrounding property	3. Tree limbs not hitting roof / sides
	4. Caps on all sewer cleanouts/no sewer leaks
	5. No water leaks

A timeline must be submitted within 10 days of Inspection Date for repairs

Inspector:

Received By:

Printed Name:

Printed Name:

Based on an inspection, the items documented identify the violations in operations or facilities which must be corrected.

Failure to comply with any time limits for corrections specified within this notice may result in cessation of your operation,
or court citations may be issued.

*All requirements for Minimum Building and Property Maintenance Standards
are in accordance with the following currently adopted International Code Council Building Codes
and the City of Freeport Code of Ordinances:*

*International Property Maintenance Code
International Residential Code
International Building Code
International Fire Code
International Plumbing Code
International Energy Conservation Code
National Electric Code*

Based on an inspection, the items documented identify the violations in operations or facilities which must be corrected.

Failure to comply with any time limits for corrections specified within this notice may result in cessation of your operation,
or court citations may be issued.

*All requirements for Minimum Building and Property Maintenance Standards
are in accordance with the following currently adopted International Code Council Building Codes
and the City of Freeport Code of Ordinances:*

*International Property Maintenance Code
International Residential Code
International Building Code
International Fire Code
International Plumbing Code
International Energy Conservation Code
National Electric Code*

Code of Crim. Proc. Article 18.05

Warrants for Fire, Health, and Code Inspections

- (a) Except as provided by Subsection (e) of this article, a search warrant may be issued to a fire marshal, health officer, or code enforcement official of the state or of any county, city, or other political subdivision for the purpose of allowing the inspection of any specified premises to determine the presence of a fire or health hazard or unsafe building condition or a violation of any fire, health, or building regulation, statute, or ordinance.
- (b) A search warrant may not be issued under this article except upon the presentation of evidence of probable cause to believe that a fire or health hazard or violation or unsafe building condition is present in the premises sought to be inspected.
- (c) In determining probable cause, the magistrate is not limited to evidence of specific knowledge, but may consider any of the following:
- (1) the age and general condition of the premises;
 - (2) previous violations or hazards found present in the premises;
 - (3) the type of premises;
 - (4) the purposes for which the premises are used; **and**
 - (5) the presence of hazards or violations in and the general condition of premises near the premises sought to be inspected.
- (d) Each city or county may designate one or more code enforcement officials for the purpose of being issued a search warrant as authorized by Subsection (a) of this article. A political subdivision other than a city or county may designate not more than one code enforcement official for the purpose of being issued a search warrant as authorized by Subsection (a) of this article only if the political subdivision routinely inspects premises to determine whether there is a fire or health hazard or unsafe building condition or a violation of fire, health, or building regulation, statute, or ordinance.
- (e) A search warrant may not be issued under this article to a code enforcement official of a county with a population of 3.3 million or more for the purpose of allowing the inspection of specified premises to determine the presence of an unsafe building condition or a violation of a building regulation, statute, or ordinance.

Added as art. 18.011 by Acts 1969, 61st Leg., p. 1623, ch. 502, Sec. 1, eff. Sept. 1, 1969. Amended by Acts 1973, 63rd Leg., p. 983, ch. 399, Sec. 2(E), eff. Jan. 1, 1974.

https://texas.public.law/statutes/tex._code_of_crim._proc._article_18.05

Program would be instituted in Stages:

- **Stage 1; Educational 3-month period**
 - Scheduled site visits with Apartment staff to show what we will be inspecting, and what would be considered violations.
- **Stage 2; next 3 months Random Site Visits, and Exterior Inspections**
 - Visit locations and inspect exteriors. Inspect any vacant units available.
- **Stage 3; After 6 months, begin Routine Inspections**
 - Inspections will be required before an apartment can rent a vacant unit.
 - Monthly reports of vacant units will be required to submit to the City.

What will be inspected?

- Inspect per the 2015 International Property Maintenance Code.
- Provide one copy of the IPM Code to each multi-family complex.
- Have a full-time inspector on staff to inspect for compliance.
- Incorporate the annual fire inspection into the routine inspection.
- Extensive Repairs would be dealt with on a case-by-case basis, and an agreed upon Timeline of Repairs would be submitted for approval.

What would the Complex need to do?

- Register every complex with the Building Department.
- Post department contact information for tenant complaints.
- Maintain a copy of the IPMC on site for review by tenants.
- Correct items on the inspection form within the appropriate time frame.
- Submit a monthly report of vacant units to the City.

Multi-Family Complexes

1. 1010 Magnolia Street-Remington Apartments 146 Units and 1 laundry unit.
2. 203 Cherry-Jill Friedman-5 units
3. 127 W 7th-Claudia & Jorge Aguilar-4 units
4. 123 W 6th-Tateson LLC-4 units
5. 119 W 6th-Oscar Solis Jr-4 units
6. 118 W 6th-Impact Assets LLC-4 Units
7. 126 W 6th-Laurence & Frances Cano-4 units
8. 123 W 5th-Fran cisco & María Garcia-4 units
9. 119 W 5th-Loren Hayes-4 units
10. 310 Yaupon-Freeport Apartments-61 units
11. 1416 W 4th- NEA Enterprises LLC-6 units
12. 1700 N Ave K-Juan & María Acosta-16 unos
13. 1109 N Ave C-Cook & Farris Properties-23 units
14. 323 S Ave F-Alicia Galvan- Little Village Apts-11 units
15. 1001 N Ave J-Freeport Meadows LTD Liability Co-80 units
16. 905 N Ave J-Casa Quintana LTD-100 units
17. 902 N Ave J-Senna Villa-Dr Senna Villas Investments Lp-140 unit
18. 1702 Skinner-Freeport Oaks-100 units
19. 850 N Ave N-Freeport VB Housing-Villa Brazos-156 units
20. 401 S Brazosport-Wolverine Kings Road Lp-168 units

TOTAL UNITS : 1040



City Council Agenda Item #7.

Title: Consideration and possible action approving the agreement and Resolution No. 2024-2855 to permanently close at-grade public road crossing for west 1st street at railroad milepost 15.435 with Union Pacific Rail Road.

Date: May 6, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends approval of agreement from Union Pacific Rail Road

Item Summary: There is an at-grade public road crossing located at West 1st Street and S. Magnolia that Union Pacific Rail Road is proposing to permanently close.

Background Information: Staff was contacted by Union Pacific Rail Road and received an agreement to review and approve the permanent at-grade closure of the Public Road Crossing at West 1st Street and S. Magnolia. The crossing is not utilized due to the clearance and width of the crossing. The overall condition of the infrastructure is in much-needed repair. Union Pacific, at their sole cost, is proposing to fill in and permanently close at the time of approval by council.

Special Considerations: Upon Council approval and execution of the agreement, Union Pacific Rail Road will schedule construction for the closure.

Financial Impact: None

Board or 3rd Party Recommendation: None

Supporting Documentation:

1. Union Pacific Resolution
2. Union Pacific Agreement
3. Union Pacific Photos

RESOLUTION NO. 2024-2855

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS APPROVING RAILROAD HIGHWAY GRADE CROSSING CLOSURE PUBLIC GRADE CROSSING DOT NO. 448679U WEST 1ST STREET RAILROAD MILEPOST 15.435, FREEPORT IND.LD., CITY OF FREEPORT, COUNTY OF BRAZORIA, STATE OF TEXAS.

WHEREAS, this AGREEMENT ("Agreement") is made and entered into as of _____ by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation ("Railroad"), and CITY OF FREEPORT, municipal corporation of the State of Texas ("Agency"),

WHEREAS, the Agency desires to permanently close the at-grade public road crossing for West 1st Street at Railroad Milepost 15.435, DOT No. 448679U in the City of Freeport County of Brazoria State of Texas on Railroad's Freeport Industrial Lead (the "Roadway"),

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

SECTION 1. Agency shall take all actions necessary to permanently close and vacate the Roadways, easement and/or any other rights across the Railroad's property.

SECTION 2. Agency shall provide the Railroad a copy of the Ordinance or Resolution duly passed and adopted by the City/County that authorizes and directs the permanent closure of the Roadways.

SECTION 3. The Railroad, at its expense, further agrees to remove the railroad crossing surface and warning devices (crossbuck signs, etc.) which currently exist on the Railroad's right-of-way, upon the receipt of the above mentioned statement and copy of the Ordinance or Resolution.

SECTION 4. A. Prior to the Railroad's removal of the crossing surface and warning devices, the Agency, at its expense, shall install, maintain, repair and renew permanent barricades on both sides of the Roadway with such barricades to be located off of the Railroad's property and to be in compliance with the plans marked Exhibit A, attached hereto and hereby made a part hereof, and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").

B. The Agency, at its expense, shall also (i) provide new advance street signs and pavement markings to indicate that the Roadway is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines, (ii) remove all Roadway approach surfaces up to the track tie ends, (iii) restore drainage and ditch lines, and (iv) require its contractor to execute the Railroad's Contractor's Right of Entry Agreement marked Exhibit B, attached hereto and hereby made a part hereof, and for the contractor to provide to Railroad the insurance policies, certificates and endorsements required therein before allowing any contractor to commence any work on Railroad's property.

SECTION 5. This Resolution shall become effective immediately upon its passage.

DULY PASSED, APPROVED AND ADOPTED on this the _____ day of _____, 2024

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Molina, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:

David Olson, City Attorney
City of Freeport, Texas

AGREEMENT

RAILROAD HIGHWAY GRADE CROSSING CLOSURE
PUBLIC GRADE CROSSING DOT NO. 448679U
WEST 1st STREET
RAILROAD MILEPOST 15.435,
FREEPORT IND. LD.,
CITY OF FREEPORT, COUNTY OF BRAZORIA, STATE OF TEXAS

THIS AGREEMENT ("Agreement") is made and entered into as of _____, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"), and **CITY OF FREEPORT**, a municipal corporation of the State of Texas ("Agency").

RECITALS

The Agency desires to permanently close the at-grade public road crossing for West 1st Street at Railroad Milepost 15.435, DOT No. 448679U in the City of Freeport County of Brazoria State of Texas on Railroad's Freeport Industrial Lead (the "Roadway").

AGREEMENT

NOW THEREFORE, It is mutually agreed by and between the Railroad and the Agency as follows:

SECTION 1. Agency shall take all actions necessary to permanently close and vacate the Roadways, easement and/or any other rights across the Railroad's property.

SECTION 2. Agency shall provide the Railroad a copy of the Ordinance or Resolution duly passed and adopted by the City/County that authorizes and directs the permanent closure of the Roadways.

SECTION 3. The Railroad, at its expense, further agrees to remove the railroad crossing surface and warning devices (crossbuck signs, etc.) which currently exist on the Railroad's right-of-way, upon the receipt of the above mentioned statement and copy of the Ordinance or Resolution.

SECTION 4.

A. Prior to the Railroad's removal of the crossing surface and warning devices, the Agency, at its expense, shall install, maintain, repair and renew permanent

Public Road Closure 11/01/012

Form Approved, AVP - Law

barricades on both sides of the Roadway with such barricades to be located off of the Railroad's property and to be in compliance with the plans marked **Exhibit A**, attached hereto and hereby made a part hereof, and also all applicable standards and guidelines contained in the current Manual on Uniform Traffic Control Devices ("MUTCD").

B. The Agency, at its expense, shall also (i) provide new advance street signs and pavement markings to indicate that the Roadway is closed, with such signage to be in compliance with applicable current MUTCD standards and guidelines, (ii) remove all Roadway approach surfaces up to the track tie ends, (iii) restore drainage and ditch lines, and (iv) require its contractor to execute the Railroad's Contractor's Right of Entry Agreement marked **Exhibit B**, attached hereto and hereby made a part hereof, and for the contractor to provide to Railroad the insurance policies, certificates and endorsements required therein before allowing any contractor to commence any work on Railroad's property.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date first herein written.

UNION PACIFIC RAILROAD COMPANY

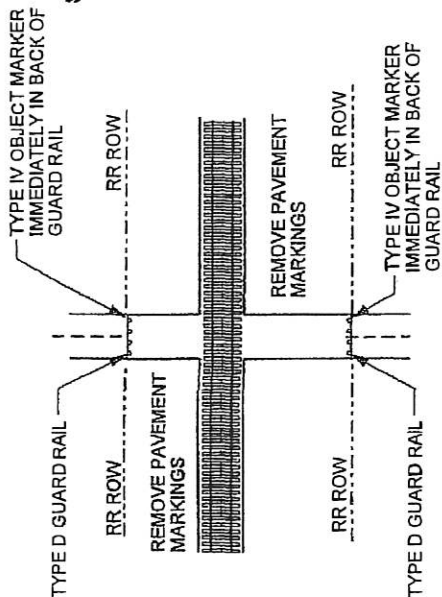
By: _____
Printed Name: _____
Title: _____

CITY OF FREEPORT, TEXAS

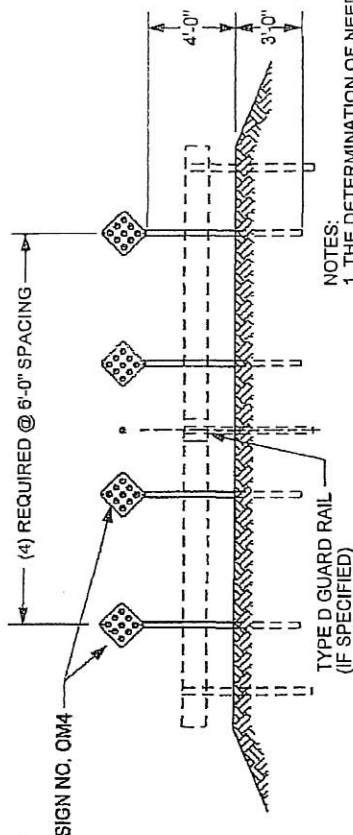
By: _____
Printed Name: _____
Title: _____

EXHIBIT A

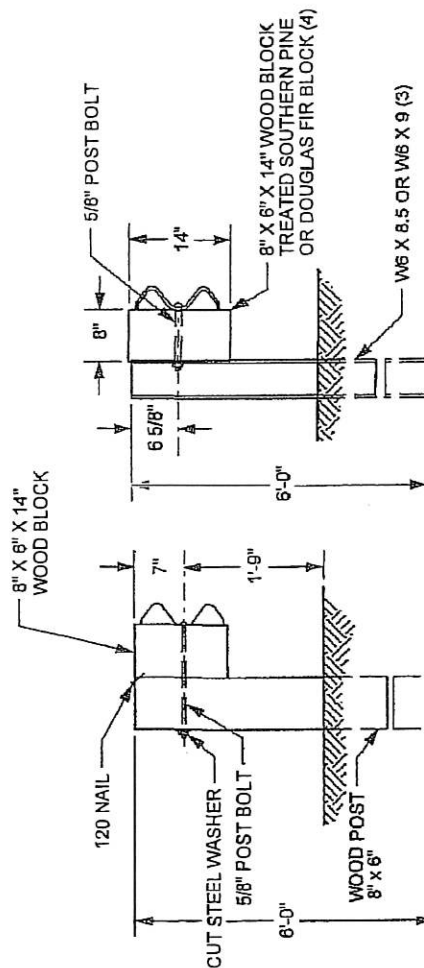
Exhibit A is the plans referenced in Section 4A.



TYPICAL ROAD CLOSED



MOUNTING DETAILS
TYPE IV OBJECT MARKER - SIGN OM4
(END OF ROAD OR STREET)



THE CONTRACTOR MAY FURNISH EQUIVALENT SECTIONS FABRICATED FROM MATERIAL MEETING AND IN ACCORDANCE WITH THE REQUIREMENTS OF ASTM A769 GRADE 36 OR 40. THE SECTIONS SHALL BE GALVANIZED AFTER FABRICATION IN ACCORDANCE WITH THE REQUIREMENTS OF AASHTO M111.

WOOD POST & BLOCK

STEEL POST & WOOD BLOCK

NOTES:
1. THE DETERMINATION OF NEED OF ANY BARRICADES ASSOCIATED WITH THE CLOSURE OF A PUBLIC ROADWAY WILL BE MADE BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.

2. TYPE IV BARRICADES ARE TO ONLY BE USED WHEN A PUBLIC ROADWAY IS PERMANENTLY CLOSED TO ROADWAY USERS.

3. IT IS PERMISSIBLE TO UTILIZE A TYPE III BARRICADE WHEN SPECIFIED BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.

4. WHEN SITE CONDITIONS WARRANT, BARRICADES CAN BE LOCATED OTHER THAN AT RIGHT OF WAY LINE WHEN SPECIFIED BY THE STATE REGULATORY AGENCY OR THE PUBLIC ROAD AUTHORITY.

5. POST MAY BE WOOD OR STEEL WITH ONLY ONE MATERIAL ALLOWED WITHIN A SINGLE PROJECT, EXCEPT FOR END TREATMENTS.

6. ALL DIMENSIONS ARE SUBJECT TO MANUFACTURER'S TOLERANCES EXCEPT WHERE ALLOWABLE TOLERANCES ARE SHOWN.

7. SEE PAGE 2 AND 3 FOR MORE DETAILS.

UNION PACIFIC RAILROAD ENGINEERING STANDARDS

TYPE IV BARRICADE FOR ROAD CROSSING CLOSURE

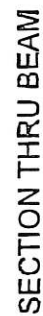
APPROVED: <i>Cal M. 12-2004</i> UNION PACIFIC ENGINEERING ADOPTED: AUG. 14, 2008 REVISED: FILE NO.: 0310	STD DWG 0310 PAGE 1 OF 3
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RED TYPE 2 REFLECTIVE SHEETING WITH RED REFLECTORS ON 0.063" THICK SHEET ALUMINUM WITH TWO 3/8" DIAMETER HOLES EACH.



UNION PACIFIC RAILROAD ENGINEERING STANDARDS

TYPE IV BARRICADE FOR ROAD CROSSING CLOSURE

 APPROVED: *Charles O'Connell*
VP ENGINEERING
ADOPTED: AUG. 14, 2009
REVISED:
FILE NO.: 0310

STD DWG

0310

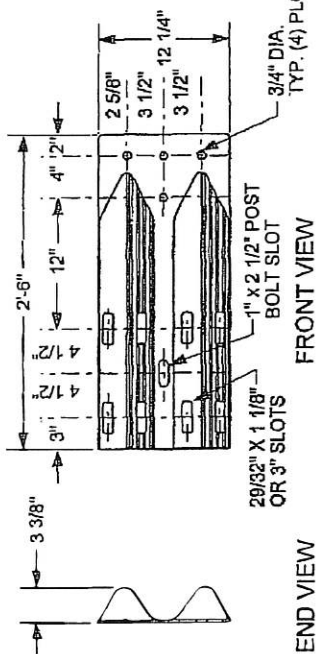
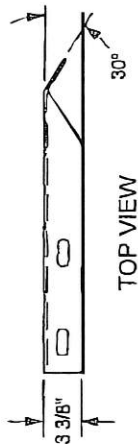
PAGE 2 OF 3

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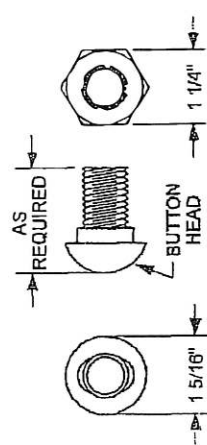
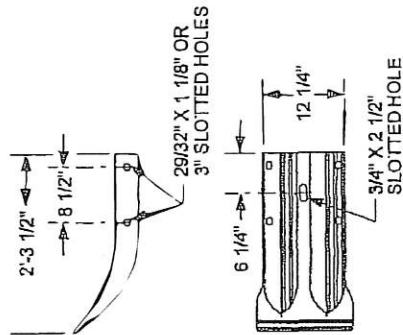
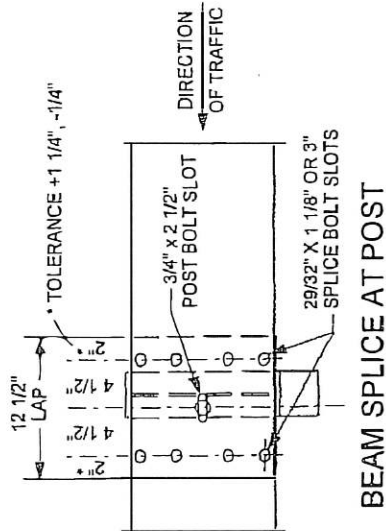
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PAGE 2 OF 3



END VIEW

TERMINAL CONNECTOR



5/16" POST OR SPLICE BOLT
OVAL SHOULDER SHALL BE OF ADEQUATE HEIGHT, LENGTH & SHAPE TO PREVENT TURNING DURING INSTALLATION OR REMOVAL OF BOLT.

UNION PACIFIC RAILROAD ENGINEERING STANDARDS

TYPE IV BARRICADE FOR ROAD CROSSING CLOSURE

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0310
PAGE 3 OF 3

APPROVED: *Robert J. Canale*
VP ENGINEERING
ADOPTED: AUG. 14, 2009
REVISED:
FILE NO.: 0310

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0310
PAGE 3 OF 3

**CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT**

THIS AGREEMENT is made and entered into as of the _____ day of _____, 20_____, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and _____, a _____ corporation ("Contractor").

RECITALS:

Contractor has been hired by _____ to perform work relating to _____ (the "Work") with all or a portion of such Work to be performed on property of Railroad in the vicinity of Railroad's Milepost _____ on Railroad's _____ [Subdivision or Branch] [at or near DOT No. _____] located at or near _____, in _____ County, State of _____, as such location is in the general location shown on the print marked **Exhibit A**, attached hereto and hereby made a part hereof, which Work is the subject of a contract dated _____ between Railroad and _____.

Railroad is willing to permit Contractor to perform the Work described above at the location described above subject to the terms and conditions contained in this agreement

AGREEMENT:

NOW, THEREFORE, it is mutually agreed by and between Railroad and Contractor, as follows:

ARTICLE 1 - DEFINITION OF CONTRACTOR.

For purposes of this agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority. For purposes of clarity, Contractor agrees that any CIC (defined below) hired by Contractor is a subcontractor of Contractor and therefore included in the defined term Contractor pursuant to the foregoing sentence.

ARTICLE 2 - RIGHT GRANTED: PURPOSE.

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the Work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B AND C.

The terms and conditions contained in **Exhibit B** and **Exhibit C**, attached hereto, are hereby made a part of this agreement.

ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR: RAILROAD REPRESENTATIVE.

A. Contractor shall bear any and all costs and expenses associated with any Work performed by Contractor (including without limitation any CIC), or any costs or expenses incurred by Railroad relating to this agreement.

B. Contractor shall coordinate all of its Work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

C. Contractor, at its own expense, shall adequately police and supervise all Work to be performed by Contractor and shall ensure that such Work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's Work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the Work, or by Railroad's collaboration in performance of any Work, or by the presence at the Work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of Work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this agreement and continue until this agreement is terminated as provided in this agreement or until the Contractor has completed all Work on Railroad's property.

ARTICLE 6 - TERM: TERMINATION.

A. The grant of right herein made to Contractor shall commence on the date of this agreement, and continue until _____, unless sooner terminated as herein provided, or at such time as Contractor has completed its Work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its Work on Railroad's property.

B. This agreement may be terminated by either party on ten (10) days written notice to the other party.

ARTICLE 7 - CERTIFICATE OF INSURANCE.

A. Before commencing any Work and throughout the entire term of this Agreement, Contractor, at its expense, shall procure and maintain in full force and effect the types and minimum limits of insurance specified in **Exhibit C** of this agreement and require each of its subcontractors to include the insurance endorsements as required under Section 12 of **Exhibit B** of this agreement.

B. Not more frequently than once every two (2) years, Railroad may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

C. Upon request of Railroad, Contractor shall provide to Railroad a certificate issued by its insurance

carrier evidencing the insurance coverage required under **Exhibit B**.

D. Contractor understands and accepts that the terms of this Article are wholly separate from and independent of the terms of any indemnity provisions contained in this Agreement.

D. Upon request of Railroad, insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

Union Pacific Railroad Company

[Insert mailing address]

Attn: _____

Project No. _____

ARTICLE 8 - PRECONSTRUCTION MEETING

If the Work to be performed by the Contractor will involve the Railroad providing any flagging protection (or if a CIC is approved to provide flagging protection pursuant to the terms set forth herein) and/or there is separate work to be performed by the Railroad, the Contractor confirms that no work shall commence until the Railroad and Contractor participate in a preconstruction meeting involving flagging procedures and coordination of work activities of the Contractor and the Railroad (and any CIC, as applicable.)

ARTICLE 9. DISMISSAL OF CONTRACTOR'S EMPLOYEE

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the Work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

ARTICLE 10. ADMINISTRATIVE FEE

Upon the execution and delivery of this agreement, Contractor shall pay to Railroad One Thousand Twenty Five Dollars (\$1,025.00) as reimbursement for clerical, administrative and handling expenses in connection with the processing of this agreement.

ARTICLE 11. CROSSINGS: COMPLIANCE WITH MUTCD AND FRA GUIDELINES

A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

ARTICLE 12.- EXPLOSIVES.

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

IN WITNESS WHEREOF, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY

By: _____

Title: _____

(Name of Contractor)

By: _____

Name: _____

Title: _____

Phone: _____

E-Mail: _____

EXHIBIT B
TO
CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

Section 1. NOTICE OF COMMENCEMENT OF WORK - RAILROAD FLAGGING - PRIVATE FLAGGING.

A. Contractor agrees to notify the Railroad Representative at least ten (10) working days in advance of Contractor commencing its Work and at least thirty (30) working days in advance of proposed performance of any Work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track.

B. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad approved flagman is provided to watch for trains. Upon receipt of such thirty (30)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures.

C. Contractor shall be permitted to hire a private contractor to perform flagging or other special protective or safety measures (such private contractor being commonly known in the railroad industry as a contractor-in-charge ("CIC")) in lieu of Railroad providing such services or in concert with Railroad providing such services, subject to prior written approval by Railroad, which approval shall be in Railroad's sole and absolute discretion. If Railroad agrees to permit Contractor to utilize a CIC pursuant to the preceding sentence, Contractor shall obtain Railroad's prior approval in writing for each of the following items, as determined in all respects in Railroad's sole and absolute discretion: (i) the identity of the third-party performing the role of CIC; (ii) the scope of the services to be performed for the project by the approved CIC; and (iii) any other terms and conditions governing such services to be provided by the CIC. If flagging or other special protective or safety measures are performed by an approved CIC, Contractor shall be solely responsible for (and shall timely pay such CIC for) its services. Railroad reserves the right to rescind any approval pursuant to this Section 1, Subsection C., in whole or in part, at any time, as determined in Railroad's sole and absolute discretion.

D. If any flagging or other special protective or safety measures are performed by employees of Railroad and/or any contractor of Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing.

E. If any flagging or other special protective or safety measures are performed by Railroad or a CIC, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this agreement.

F. The provisions set forth in this subsection are only applicable for Flagging Services performed by employees of Railroad: the rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with labor agreements and schedules in effect at the time the Work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the Work is performed. One and one-half times the current hourly rate is

paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges. If flagging is performed by Railroad, reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five-day cessation notice has been given to Railroad.

Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED

A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (whether recorded or unrecorded and including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.

A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least twenty-five (25) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.

B. Operations of Railroad and work performed by Railroad personnel and delays in the Work to be performed by Contractor caused by such railroad operations and Work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any Work to be performed by Contractor.

Section 4. LIENS.

Contractor shall pay in full all persons who perform labor or provide materials for the Work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such Work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such Work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.

A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall visit www.up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any Work until all such protection or relocation (if applicable) has been accomplished.

B. IN ADDITION TO OTHER INDEMNITY PROVISIONS IN THIS AGREEMENT, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD RAILROAD HARMLESS FROM AND AGAINST ALL COSTS, LIABILITY AND EXPENSE WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES, COURT COSTS AND EXPENSES) ARISING OUT OF ANY ACT OR OMISSION OF CONTRACTOR, ITS AGENTS AND/OR EMPLOYEES, THAT CAUSES OR CONTRIBUTES TO (1) ANY DAMAGE TO OR DESTRUCTION OF ANY TELECOMMUNICATIONS SYSTEM ON RAILROAD'S PROPERTY, AND/OR (2) ANY INJURY TO OR DEATH OF ANY PERSON EMPLOYED BY OR ON BEHALF OF ANY TELECOMMUNICATIONS COMPANY, AND/OR ITS CONTRACTOR, AGENTS AND/OR EMPLOYEES, ON RAILROAD'S PROPERTY. CONTRACTOR SHALL NOT HAVE OR SEEK RECOURSE AGAINST RAILROAD FOR ANY CLAIM OR CAUSE OF ACTION FOR ALLEGED LOSS OF PROFITS OR REVENUE OR LOSS OF SERVICE OR OTHER CONSEQUENTIAL DAMAGE TO A TELECOMMUNICATION COMPANY USING RAILROAD'S PROPERTY OR A CUSTOMER OR USER OF SERVICES OF THE FIBER OPTIC CABLE ON RAILROAD'S PROPERTY.

Section 6. PERMITS - COMPLIANCE WITH LAWS.

In the prosecution of the Work covered by this agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the Work including, without limitation, all applicable Federal Railroad Administration regulations.

Section 7. SAFETY.

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any Work on Railroad property performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the Work. Contractor shall, at a minimum, comply with Railroad's then current safety standards located at the below web address ("Railroad's Safety Standards") to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor

determines that any of Railroad's Safety Standards are contrary to good safety practices. Contractor shall furnish copies of Railroad's Safety Standards to each of its employees before they enter Railroad property.

http://www.up.com/cs/groups/public/@uprr/@suppliers/documents/up_pdf_nativedocs/pdf_up_supplier_safety_req.pdf

B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.

C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any Work.

D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the Work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this agreement shall control if there are any inconsistencies between this agreement and the Safety Plan.

Section 8. INDEMNITY.

A. TO THE FULLEST EXTENT ALLOWED BY APPLICABLE LAW, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS RAILROAD, ITS AFFILIATES, AND ITS AND THEIR OFFICERS, AGENTS AND EMPLOYEES (INDIVIDUALLY AN "INDEMNIFIED PARTY" OR COLLECTIVELY "INDEMNIFIED PARTIES") FROM AND AGAINST ANY AND ALL LOSS, DAMAGE, INJURY, LIABILITY, CLAIM, DEMAND, COST OR EXPENSE (INCLUDING, WITHOUT LIMITATION, ATTORNEY'S, CONSULTANT'S AND EXPERT'S FEES, AND COURT COSTS), FINE OR PENALTY (COLLECTIVELY, "LOSS") INCURRED BY ANY PERSON (INCLUDING, WITHOUT LIMITATION, ANY INDEMNIFIED PARTY, CONTRACTOR, OR ANY EMPLOYEE OF CONTRACTOR OR OF ANY INDEMNIFIED PARTY) ARISING OUT OF OR IN ANY MANNER CONNECTED WITH (I) ANY WORK PERFORMED BY CONTRACTOR, OR (II) ANY ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS, AGENTS OR EMPLOYEES, OR (III) ANY BREACH OF THIS AGREEMENT BY CONTRACTOR.

B. THE RIGHT TO INDEMNITY UNDER THIS SECTION 8 SHALL ACCRUE UPON OCCURRENCE OF THE EVENT GIVING RISE TO THE LOSS, AND SHALL APPLY REGARDLESS OF ANY NEGLIGENCE OR STRICT LIABILITY OF ANY INDEMNIFIED PARTY, EXCEPT WHERE THE LOSS IS CAUSED BY THE SOLE ACTIVE NEGLIGENCE OF AN INDEMNIFIED PARTY AS ESTABLISHED BY THE FINAL JUDGMENT OF A COURT OF COMPETENT JURISDICTION. THE SOLE ACTIVE NEGLIGENCE OF ANY INDEMNIFIED PARTY SHALL NOT BAR THE RECOVERY OF ANY OTHER INDEMNIFIED PARTY.

C. CONTRACTOR EXPRESSLY AND SPECIFICALLY ASSUMES POTENTIAL LIABILITY UNDER THIS SECTION 8 FOR CLAIMS OR ACTIONS BROUGHT BY CONTRACTOR'S OWN EMPLOYEES. CONTRACTOR WAIVES ANY IMMUNITY IT MAY HAVE UNDER WORKER'S COMPENSATION OR INDUSTRIAL INSURANCE ACTS TO INDEMNIFY THE INDEMNIFIED PARTIES UNDER THIS SECTION 8. CONTRACTOR ACKNOWLEDGES THAT THIS WAIVER WAS MUTUALLY NEGOTIATED BY THE PARTIES HERETO.

D. NO COURT OR JURY FINDINGS IN ANY EMPLOYEE'S SUIT PURSUANT TO ANY

WORKER'S COMPENSATION ACT OR THE FEDERAL EMPLOYERS' LIABILITY ACT AGAINST A PARTY TO THIS AGREEMENT MAY BE RELIED UPON OR USED BY CONTRACTOR IN ANY ATTEMPT TO ASSERT LIABILITY AGAINST ANY INDEMNIFIED PARTY.

E. THE PROVISIONS OF THIS SECTION 8 SHALL SURVIVE THE COMPLETION OF ANY WORK PERFORMED BY CONTRACTOR OR THE TERMINATION OR EXPIRATION OF THIS AGREEMENT. IN NO EVENT SHALL THIS SECTION 8 OR ANY OTHER PROVISION OF THIS AGREEMENT BE DEEMED TO LIMIT ANY LIABILITY CONTRACTOR MAY HAVE TO ANY INDEMNIFIED PARTY BY STATUTE OR UNDER COMMON LAW.

Section 9. RESTORATION OF PROPERTY.

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the Work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the Work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

Section 10. WAIVER OF DEFAULT.

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

Section 11. MODIFICATION - ENTIRE AGREEMENT.

No modification of this agreement shall be effective unless made in writing and signed by Contractor and Railroad. This agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the Work to be performed by Contractor.

Section 12. ASSIGNMENT - SUBCONTRACTING.

Contractor shall not assign or subcontract this agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any Work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" on the subcontractor's Commercial General Liability policy and Umbrella or Excess policies (if applicable) with respect to all liabilities arising out of the subcontractor's performance of Work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

EXHIBIT C
TO
CONTRACTOR'S
RIGHT OF ENTRY AGREEMENT

Union Pacific Railroad Company
Insurance Requirements For
Contractor's Right of Entry Agreement

During the entire term of this Agreement and course of the Project, and until all Project Work on Railroad's property has been completed and all equipment and materials have been removed from Railroad's property and Railroad's property has been clean and restored to Railroad's satisfaction, Contractor shall, at its sole cost and expense, procure and maintain the following insurance coverage:

- A. **Commercial General Liability** insurance. Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. **Business Automobile Coverage** insurance. Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less than \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. **Workers' Compensation and Employers' Liability** insurance. Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the Work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

- D. **Railroad Protective Liability** insurance. Contractor must maintain "Railroad Protective Liability" (RPL) insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence

and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this agreement and shall describe all WORK or OPERATIONS performed under this agreement. Contractor shall provide this agreement to Contractor's insurance agent(s) and/or broker(s) and Contractor shall instruct such agent(s) and/or broker(s) to procure the insurance coverage required by this agreement. A BINDER STATING THE POLICY IS IN PLACE MUST BE SUBMITTED TO RAILROAD BEFORE THE WORK MAY COMMENCE AND UNTIL THE ORIGINAL POLICY IS FORWARDED TO UNION PACIFIC RAILROAD.

- E. **Umbrella or Excess** insurance. If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.
- F. **Pollution Liability** insurance. Pollution liability coverage must be included when the scope of the Work as defined in the agreement includes installation, temporary storage, or disposal of any "hazardous" material that is injurious in or upon land, the atmosphere, or any watercourses; or may cause bodily injury at any time.

If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least \$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

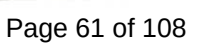
If the scope of Work as defined in this agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

Other Requirements

- G. All policy(ies) required above (except business automobile, worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 10, and CG 20 37 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall not be limited by Contractor's liability under the indemnity provisions of this agreement. BOTH CONTRACTOR AND RAILROAD EXPECT THAT UNION PACIFIC RAILROAD COMPANY WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORMS CG 20 10 AND CG 20 37.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this agreement, or (b) all punitive damages are prohibited by all states in which this agreement will be performed.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees for damages covered by the workers compensation and employers liability or commercial umbrella or excess liability obtained by Contractor required in this agreement where prohibited by law. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the Work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this agreement.

- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the Work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.









City Council Agenda Item #8.

Title: Consideration and possible action approving Grant Resolution No. 2024-2856 for Catalytic Converter Program.

Date: May 6, 2024

From: Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends approval of grant resolution to apply for a grant to update license plate readers.

Item Summary: The police department would like to apply for a grant to update our license plate readers (LPR) throughout the city. We have 12 LPRs at 4 sites in the city. Currently, our LPRs are over 8 years old, outdated and some no longer work. To replace these and increase coverage would cost the city over \$100,000. The police department located this grant that would cover 100% of the initial cost. With the increase of traffic in the community and the growth of the Port, having updated LPRs could assist in a number of investigations, such as vehicle thefts, catalytic converters and other crimes.

Background Information: N/A

Special Considerations: N/A

Financial Impact: No grant match is needed.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. FY2024-SB224-Catalytic-Converter-Grant

RESOLUTION NO. 2024-2856

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE MOTOR VEHICLE CRIME PREVENTION AUTHORITY, FOR THE SB 224 CATALYTIC CONVERTER GRANT PROGRAM, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

WHEREAS, the Local Government Code and the Home Rule Charter of the City authorize the City Council thereof to adopt the provisions of this Resolution; and,

WHEREAS, under the provisions of the Texas Transportation Code Chapter 1006 and Texas Administrative Code Title 43; Part 3; Chapter 57, entities are eligible to receive grants from the Motor Vehicle Crime Prevention Authority to provide financial support to law enforcement taskforces and agencies for economic motor vehicle theft, including catalytic converter theft; and

WHEREAS, this grant program will assist this jurisdiction to combat catalytic converter theft; and

WHEREAS, the City Council of the City of Freeport finds it in the best interest of and to benefit the health, safety, and welfare of the citizens of Freeport, that the city submit an application to the Motor Vehicle Crime Prevention Authority for the SB 224 Catalytic Converter Grant Program and comply with all the conditions contained therein.

WHEREAS, City of Freeport agrees that in the event of loss or misuse of the Office of the Governor Funds, City of Freeport assures that the funds will be returned to the Office of the Governor in full.

WHEREAS, City of Freeport designates City Manager Lance Petty as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant for the Motor Vehicle Crime Prevention Authority Grant program and all other necessary documents to accept said grant; and

BE IT FURTHER RESOLVED that David Fernandez is designated as the Program Director and Cathy Ezell is designated as the Financial Officer for this grant.

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

First, that the City Council of the City approves submission of an application to the Motor Vehicle Crime Prevention Authority, for a Grant for SB 224 Catalytic Converter Grant Program.

Second, that the City Council of the City designates The Freeport City Manager as the grantee's authorized official.

Third, that the authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the City.

Fourth, the City agrees that in the event of loss or misuse of the Office of the Governor Funds, the City assures that the funds will be returned to the Office of the Governor in full.

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

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

Seventh, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City.

READ, PASSED AND ADOPTED this _____ day of _____, 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 #9.

Title: Consideration and possible action approving Resolution No. 2024-2857 authorizing a revision to the City of Freeport Policy Handbook Chapter 9- Employee Wages and Benefits Section 9.11 Tuition Reimbursement.

Date: May 6, 2024

From: Donna Fisher, HR Director

Staff Recommendation: Staff recommends approval of the Resolution.

Item Summary: Language in this policy is being revised to set an annual limit on the tuition reimbursement that an employee can receive in a fiscal year.

Background Information: When this policy was revised in 2019, most colleges had 16-week semesters for Fall and Spring, with 6-week semesters in the summer. Now, colleges have semester lengths ranging from 3 weeks to 16 weeks. Shorter semester lengths were not anticipated or provided for in the previous policy.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution - Tuition Reimbursement
2. Tuition Reimbursement Policy - redlined
3. Tuition Reimbursement Policy - final

RESOLUTION NO. 2024-2857

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,
REVISING SECTION 9.11 TUITION REIMBURSEMENT POLICY AND APPROVING
THIS REVISION TO THE PERSONNEL POLICY HANDBOOK.**

WHEREAS, the City of Freeport values employees who are adding work related college education courses to provide services to the citizens of our city; and

WHEREAS, additional coursework is favorable to provide the superior job performance;
and

WHEREAS, the City of Freeport seeks to revise the tuition reimbursement program.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE
CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS;**

SECTION 1. TUITION REIMBURSEMENT. The City Council of the City hereby revises and adopts the Tuition Reimbursement Policy attached hereto as Exhibit “A” and approves its addition to the Personnel Policy.

SECTION 2. 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:

APPROVED AS TO FORM:

Clarisa Molina, City Secretary
City of Freeport

David Olson, City Attorney
City of Freeport

9.11 Tuition Reimbursement

All regular status employees are eligible for 100% college tuition reimbursement for work related courses with the approval of their Department Director and the City Manager. The maximum tuition reimbursement is seven (7) hours per semester, not to exceed \$700.00 per semester, with a maximum of \$1,400.00 per fiscal year.

The City of Freeport will only reimburse courses that are completed with a minimum grade of 80% or B-. Reimbursement will be made after the course is completed and after required documentation is received, and is for tuition only, no books or supplies are covered by this policy.

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All regular status employees are eligible for 100% college tuition reimbursement for work related courses with the approval of their Department Director and the City Manager. The maximum tuition reimbursement is seven (7) hours per semester, not to exceed \$700.00 per semester, with a maximum of \$1,400.00 per fiscal year.

The City of Freeport will only reimburse courses that are completed with a minimum grade of 80% or B-. Reimbursement will be made after the course is completed and after required documentation is received, and is for tuition only, no books or supplies are covered by this policy.



City Council Agenda Item #10.

Title: Discussion of the proposed new light locations in the 2024 Annual Street Lighting Plan.

Date: May 6, 2024

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: No action at this time.

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

Background Information: The city has historically submitted light locations annually.

YEAR	WARD A	WARD B	WARD C	WARD D	TOTAL
2021	41	0	10	0	51
2022	19	12	12	4	47
2023	8	7	15	20	50
2024	5	3	16	26	50
TOTAL	73	22	53	50	198
Total	37%	11%	27%	25%	

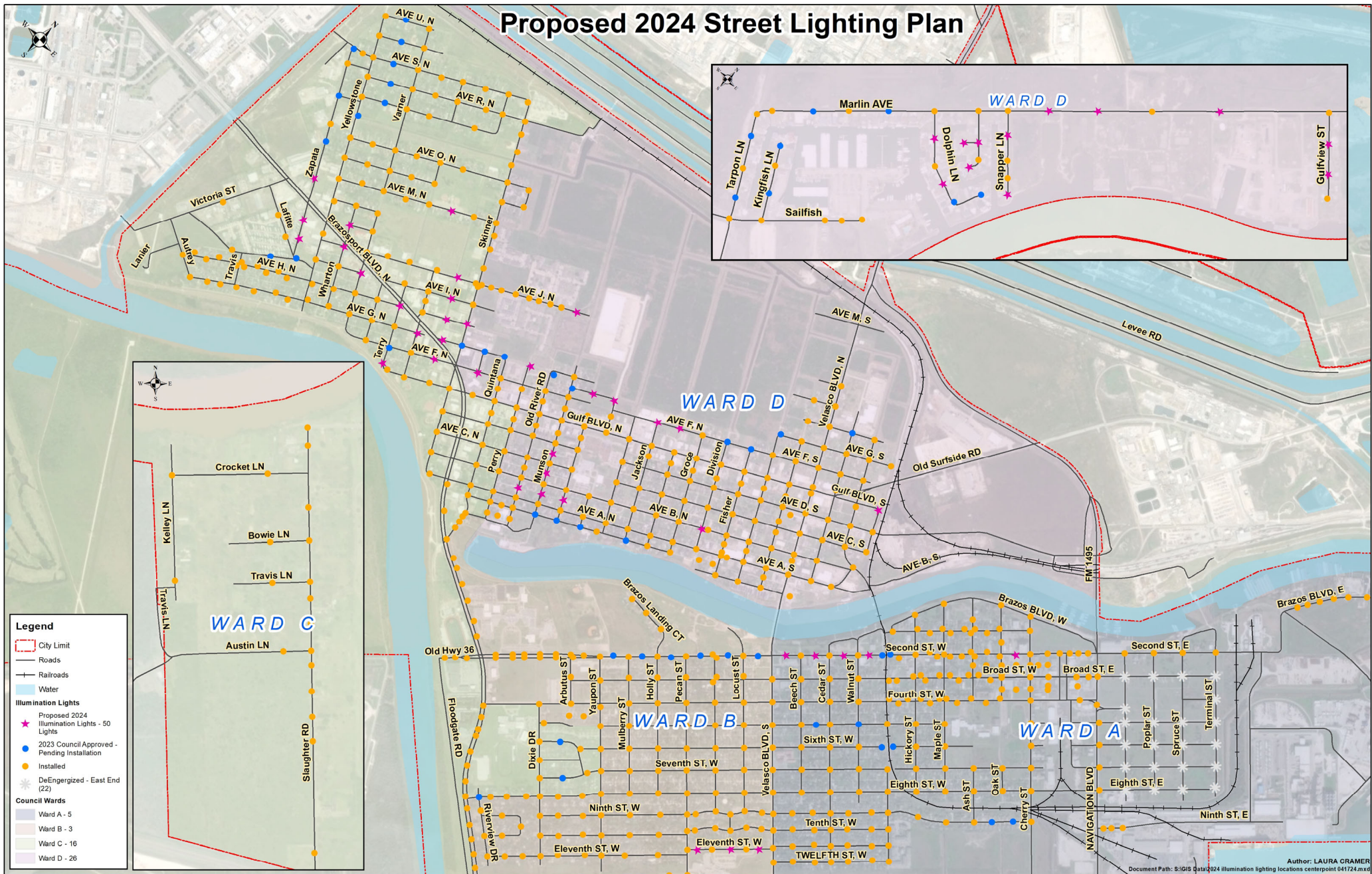
Special Considerations: None.

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

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Proposed 2024 illumination lighting locations centerpoint 041724





City Council Agenda Item #11.

Title: Update on 8th Street parking study completed by City engineer Kimley Horn.

Date: May 6, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends continuing to allow parking along 8th Street from SH 288 to Velasco Blvd per the current Ordinance.

Item Summary: On September 26, 2023, a motion by Planning and Zoning to draft an ordinance to install no parking signs on the 1700 block of 8th Street, to include both sides of the road for safety concerns. The motion passed 5-0.

Background Information: Staff presented to Council on March 4, 2024, for 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 for vehicles is prohibited. At this meeting, City Council instructed staff to task the City Engineer, Kimley Horn to complete a parking study pertaining to the safety issues recommended by the Planning and Zoning Commission. City Engineer, Kimley Horn has completed the requested study and has recommended that street parking should be allowed along 8th Street from SH 288 to Velasco Boulevard. This recommendation does include improvements by the City to install updated signage to support parking on 8th Street.

Special Considerations: With guidance from Council, City staff will be instructed to install recommended improved signage to improve safety along 8th Street from SH 288 to Velasco Blvd. Staff will also pursue funding through TXDOT, HGAC for a safe route to school for additional proposed improvements. This funding is available within 1/2 mile of a school.

Financial Impact: Costs associated with the safety improvements will be funded in the existing budget.

Board or 3rd Party Recommendation: Kimley Horn Engineering

Supporting Documentation:

1. copier@freeport.tx.us_20240425_113812



8th Street Parking Study

April 2024

Kimley»Horn

Outline

- Overview
- Data Collection
- Design Guidance
- Recommendations & Considerations



8th Street – SH 288 to Velasco Blvd

- Pavement width: 30 feet
- Right-of-way: 60 feet
- Speed limit: not posted, but assumed as 30 mph
- Parking:
 - On-street parking allowed, previously not allowed
 - Most garage/driveway access through alleys behind houses on 8th Street

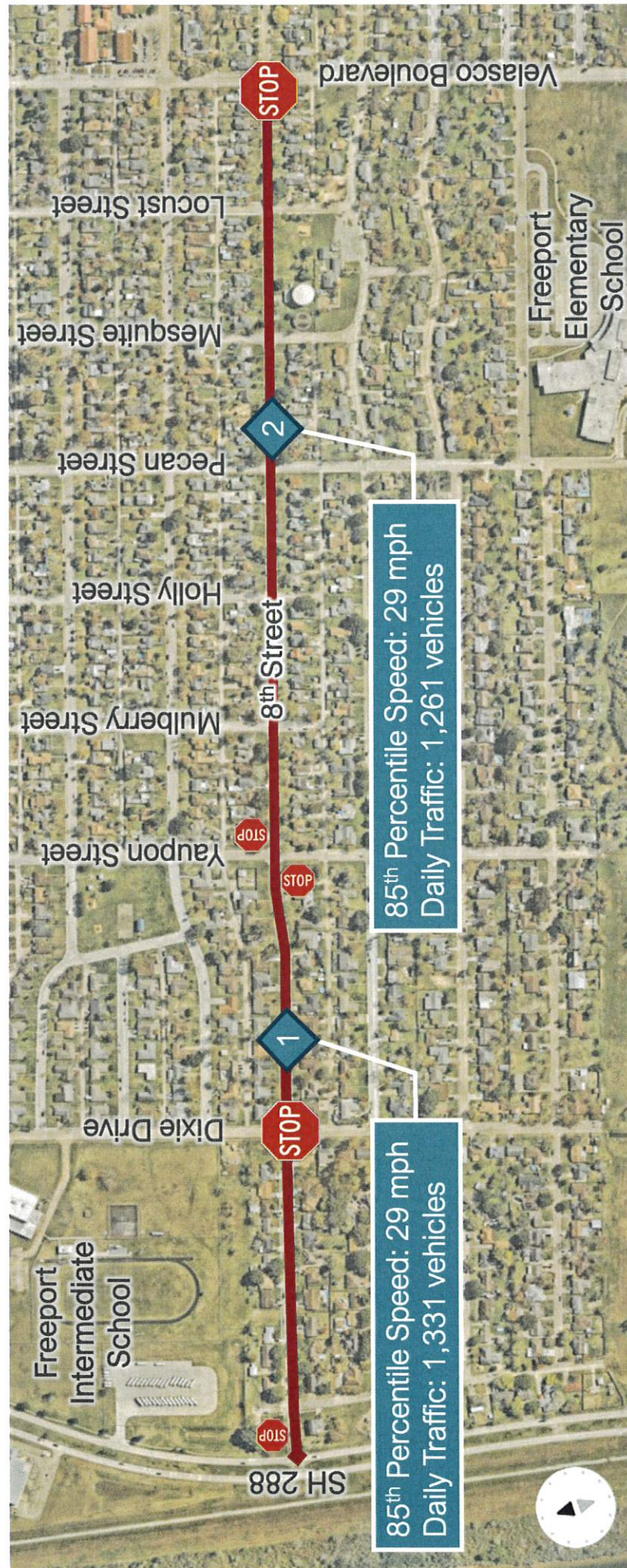


Recommendation

- Allow on street parking along 8th Street between SH 288 and Velasco Boulevard
- Update signage to support parking on 8th Street



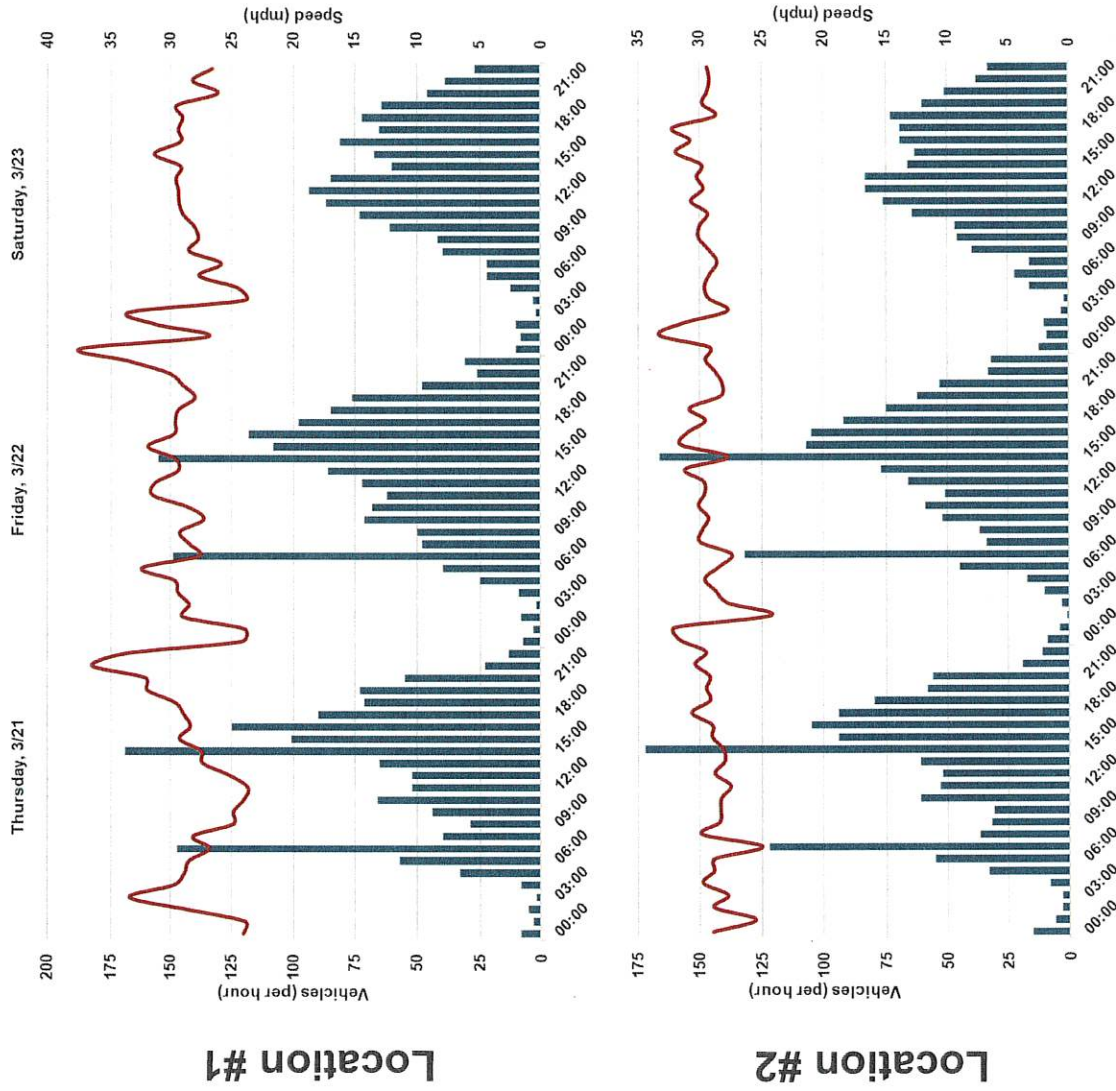
Data Collection



Speed and Volume Data from Thursday, March 21, 2024

Speed and Volumes

Takeaway:
Speeds increase
overnight

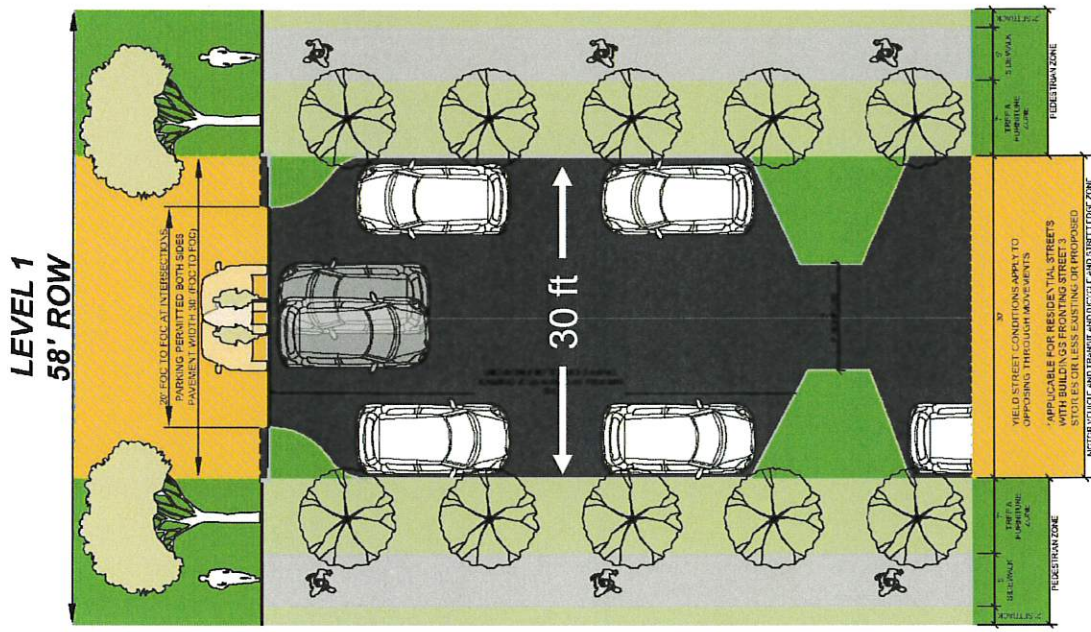


Observations



Guidance

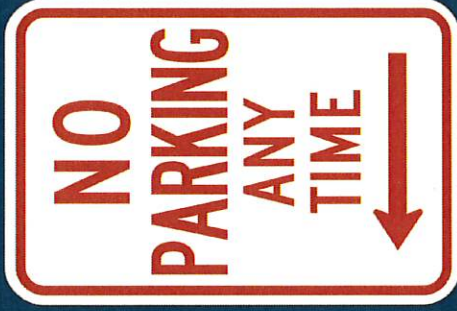
- National Association of City Transportation Officials (NACTO) Urban Street Design Guide
 - Yield Street: When cars are parked on both sides of the street, traveling vehicles will yield to each other and pass one at a time
 - Recommends 24 to 28-foot road width for parking on both sides of the road
- City of Austin Transportation Criteria Manual
 - Level 1 Street: Residential Collector
 - Recommends 30-foot road width for parking on both sides of the road (see image)



Source: City of Austin Transportation Criteria Manual

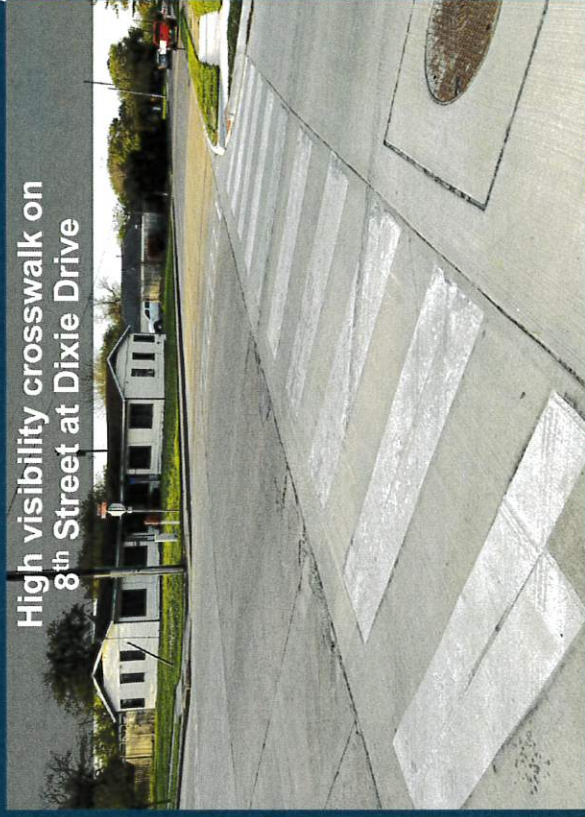
Recommendation

- Allow on street parking along 8th Street between SH 288 and Velasco Boulevard
- Install “No Parking Anytime” (R7-1) signs at least **23 feet** from intersections
 - Improves sight distance at intersections
 - Provides consistent location for passing if there are vehicles parked on both sides of 8th Street
- Install “Stop Here for Pedestrians” (R1-5b) signs in both directions on 8th Street at Pecan Street at stop bars



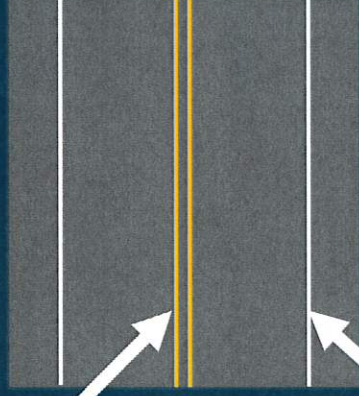
Additional Considerations – Pavement Markings

- Install high visibility crosswalks
 - High visibility crosswalks are TxDOT standard
 - Crosswalks are fading at Pecan Street, Yaupon Street, and Dixie Drive
 - 8th Street at Dixie Drive has varying types of crosswalk design



Additional Considerations – Pavement Markings

- Remove yellow centerline between Dixie Drive and Yaupon Street
 - Encourages drivers to drive slower and is typical for residential streets, which could lead to safer speeds
 - Creates consistency along 8th Street
- Remove white shoulder striping between Pecan Street and Velasco Boulevard
 - Creates consistency along 8th Street



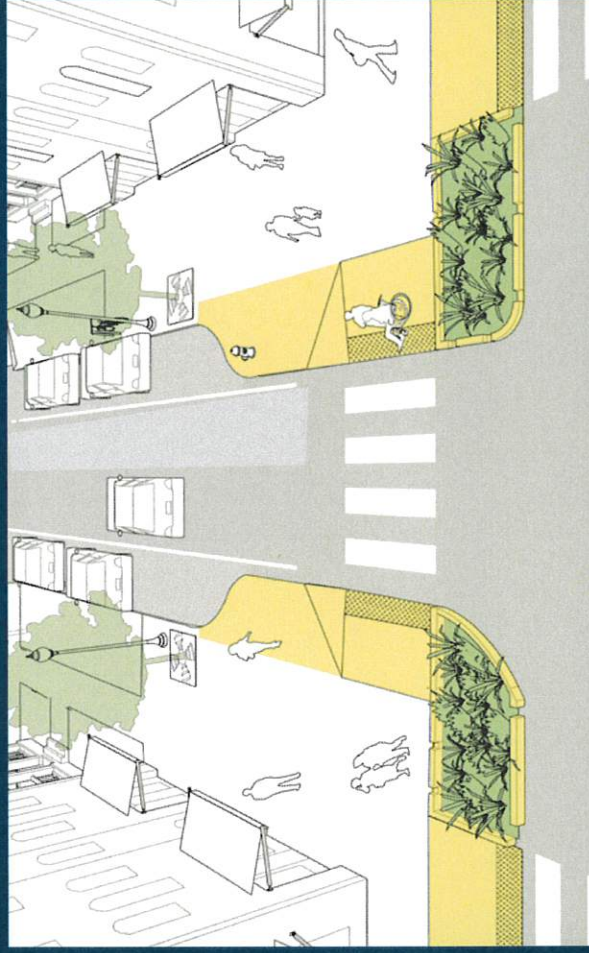
Additional Considerations – Signs

- Replace 24-inch “STOP” signs with 36-inch stop signs
- Install “CROSS TRAFFIC DOES NOT STOP” plaques below stop signs on 8th Street at Yaupon Street



Additional Considerations – Infrastructure

- Update curb ramps
- Bulb-Outs/Gateway
 - At intersections, bump out curb to decrease pavement width to 20 feet
 - Provides clear guidance for where parking is allowed
 - Increases visibility of pedestrians about to enter crosswalks
 - Option to prioritize intersections with crosswalks near schools such as Dixie Drive and Pecan Street



Source: NACTO Urban Street Design Guide, Gateway

Thank you!

Any questions?





City Council Agenda Item #12.

Title: Consideration and possible action approving Ordinance No. 2024-2729 amending the Section 2-354 Hotel Occupancy Tax adding section (i) Penalties.

Date: May 6, 2024

From: Cathy Ezell, Finance Director

Staff Recommendation: Staff recommends adopting the ordinance.

Item Summary: Adopting this ordinance will allow the City to collect penalties and interest on any person/company that fails to collect the Hotel Occupancy Tax imposed by ordinance, fails to file a report as required, fails to pay the city the tax imposed, or files a false report. It also puts formally into place the current practices for the attorney to file suit against those who do not collect, fail to report, and fail to pay Hotel Occupancy Taxes.

Background Information: Currently, the City's Ordinance does not allow for charging penalties and interest on Hotel Occupancy Taxes that are paid late, not paid, not reported, and not collected. It is the job of City staff and City Council to ensure that all funds are collected in a timely manner and fully collected for the citizens of Freeport. This ordinance will allow the City to ensure this is done in a fair and equitable manner.

Special Considerations: N/A

Financial Impact: This ordinance would collect additional revenue in the Hotel Occupancy Tax Fund.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. HOT Penalty Ordinance

ORDINANCE NO. 2024-2729

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTIONS 2-354 HOTEL OCCUPANY TAX OF THE CODE OF ORDINANCES OF SAID CITY ADDING SECTION (i)PENALTIES CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Freeport, Texas, ("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, Chapter 51 and 402 of the Local Government Code of Texas and Sections 2.01, 2.02, 3.07(n) and (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 City Council of the City of Freeport has determined to here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and persons owning land therein.

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

First adding section (i)

(i)Penalties

(1) If any person shall fail to collect the tax imposed in this article, or shall fail to file a report as

required in this article, or shall fail to pay to the city the tax as imposed in this article when such report for payment is due, or shall file a false report, then such person shall be deemed guilty of a misdemeanor and upon conviction be punished by a fine as provided in Sec.1-16. In addition, such person who fails to remit the tax imposed by this article within the time required shall pay a fee of ten percent of the total amount of the tax owed, and after the first 30 days shall pay an additional five percent of the total amount of the tax owed. Delinquent taxes shall draw daily interest at the rate of ten percent per annum beginning 30 days from the date due on the tax imposed by this article.

(2)The attorney acting for the city may bring suit against a person who is required to collect the hotel occupancy tax and pay the collections over to the city, and who has failed to file a tax report or pay the tax when due, to collect the delinquent taxes, or to enjoin the person from operating a hotel in the city until the tax is paid or the report filed, as applicable, as provided by a court order. In addition to the amount of any tax owed, the person is liable to the city for reasonable attorney fees, the costs of an audit conducted as determined by the city using a reasonable rate if the tax has been delinquent for at least two complete city fiscal quarters at the time the audit is conducted.

Second, this ordinance is cumulative of and in addition to all other ordinances of the City of Freeport, Texas, on the same subject and all ordinances are hereby expressly saved from repeal.

Third, where this ordinance and another ordinance conflict or overlap, this ordinance shall prevail.

Fourth, nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

Fifth, if 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.

Sixth, this ordinance shall take effect and be in force after its passage and 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, Interim City Attorney,
City of Freeport, Texas



City Council Agenda Item #13.

Title: Consideration and possible action approving Interlocal Agreement for Cooperative Radio Frequency Use between Port Freeport and the City of Freeport.

Date: May 6, 2024

From: Christopher Motley, Fire Chief

Staff Recommendation: Staff recommends approving the Interlocal Agreement for Cooperative Radio Frequency Use between Port Freeport and City of Freeport

Item Summary: Freeport Fire & EMS Department is addressing City of Freeport public safety Interoperability communications with all levels of government with public, private, and nongovernmental organizations. This Interlocal Agreement for Cooperative Radio Frequency Use between Port Freeport and the City of Freeport addresses local responder communications. This Agreement is a component in the Fire/EMS Department addressing first responder interoperability as a response to the grant award 2022 FEMA American Firefighter Grant Program with the purchase of multi-band portable radios.

Interlocal Agreement: Port Freeport Emergency Operations Center (EOC) and City of Freeport public safety agencies agree to share each other's communication systems via radio units to facilitate communications and interoperability between the public safety agencies. Each agency will maintain their own radio equipment, train their personnel, and maintain their FCC radio license. This agreement between parties includes sharing of specific radio frequencies that are authorized to each party and to provide antenna and rack space at the Port Freeport Emergency Operation Center for Freeport Fire and EMS.

April 24, 2024, Port Freeport adopted this Interlocal Agreement for Cooperative Radio Frequency Use between Port Freeport and the City of Freeport

Background Information: Freeport Fire & EMS Department VHF antennae and repeater was taken down by BISD located at Hopper Field. Hopper Field stadium lighting was replaced with new monopole stadium LED lighting. With the loss of the radio repeater, the priority began the search to relocate the Fire/EMS Department repeater. In public safety, radio interoperability is to maintain a secondary radio system for response in the event that the 700 MHz radio system

fails. The 700 MHZ radio system is not owned by the City of Freeport or its public safety agency. The VHF radio system and FCC license is owned and operated by the City of Freeport public safety agencies.

Radio Interoperability is addressed with the adoption of Presidential Directive 5, by President George W Bush (March 2004). The National Incident Management System (NIMS) is a standardized approach to incident management.

The program is intended to facilitate coordination between all responders (including all levels of government with public, private, and nongovernmental organizations).

Interoperability - allows organizations and agencies to communicate across a wide range of media, including, voice, email, video conferencing, other software, etc.

Reliability, scalability, and portability - any communication must be reliable and be able to be sized based on the needs of the incident.

Resilience and redundancy - any communication system must be able to provide uninterrupted service, even when normal infrastructure is down, and must be duplicated, should one system go down.

Special Considerations: None

Financial Impact: No financial impact on the City.

Board or 3rd Party Recommendation: None

Supporting Documentation:

1. Agreement Freeport FD PD Radios

**INTERLOCAL AGREEMENT FOR COOPERATIVE RADIO FREQUENCY USE
BETWEEN PORT FREEPORT AND THE CITY OF FREEPORT**

This INTERLOCAL AGREEMENT FOR COOPERATIVE RADIO FREQUENCY USE (“Agreement”) is hereby made and entered into by and between **PORT FREEPORT** of Brazoria County, Texas, a navigation district, a body politic, and a corporate and governmental agency of the State of Texas (**the “PORT”**) and the **CITY OF FREEPORT**, a municipal corporation and political subdivision of the State of Texas (**the “CITY”**). Collectively PORT FREEPORT and the CITY may be referred to as the **“Parties”** and, each separately as a **“Party.”**

RECITALS

WHEREAS, the PORT is a political subdivision of the State of Texas located within the CITY'S jurisdiction, acting by and through its Commission;

WHEREAS, the CITY is a local government in the State of Texas acting by and through its City Council;

WHEREAS, the Freeport Police Department is a law enforcement agency that follows all Texas laws and regulations related to law enforcement and provides law enforcement services to the local community on behalf of the CITY;

WHEREAS, Freeport Fire and EMS is a fire safety/response and emergency medical agency that follows all Texas laws and regulations related to emergency fire and medical response and provides fire and emergency medical services to the local community on behalf of the CITY;

WHEREAS, the CITY operates a public safety communication system owned by the CITY that permits radio communications and transmissions via radio units;

WHEREAS, the PORT operates a public safety communication system owned by the PORT that permits radio communications and transmissions via radio units;

WHEREAS, the Parties desire to obtain and allow access to each others' communication systems via radio units to facilitate communications and interoperability between the public safety agencies;

WHEREAS, the CITY and the PORT agree that allowing access to the communication systems will serve a public purpose;

WHEREAS, the Interlocal Cooperation Act, Chapter 791 of the Texas Government Code, authorizes the PORT and the CITY to enter into an interlocal agreement to provide a governmental function or service; and

NOW, THEREFORE, in consideration of the mutual benefits and promises contained herein, and

for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the PORT and the CITY agree as follows:

AGREEMENT

ARTICLE I

Authorization and Findings

- 1.01 Recitals.** The foregoing Recitals are hereby incorporated into the body of this Agreement and shall be considered part of the mutual covenants, representations, consideration, and promises that bind the Parties.
- 1.02 Authority of Parties.** Each Party represents and warrants to the other Party that it has all requisite power and authority to execute, deliver, and to perform its obligations under this Agreement; and, upon execution of this Agreement, this Agreement will constitute valid and binding legal obligations of each Party.
- 1.03 Fair Compensation.** The Parties acknowledge and agree that each of the covenants contemplated by this Agreement fairly compensates the performing Party for the services or functions to be performed under this Agreement.

ARTICLE II

Definitions

2.01 Definitions. As used in this Agreement, the following terms shall have the meaning set forth below:

- (a) “Governmental functions and services” mean all or part of a function or service in any of the following areas:
- (i) Police protection and detention services;
 - (ii) Fire protection;
 - (iii) Streets, roads, and drainage;
 - (iv) Public health and welfare;
 - (v) Parks and recreation;
 - (vi) Library and museum services;
 - (vii) Records center services;
 - (viii) Waste disposal;
 - (ix) Planning;
 - (x) Engineering;
 - (xi) Administrative functions;
 - (xii) Public funds investment;
 - (xiii) Comprehensive health care and hospital services; or
 - (xiv) Other governmental functions in which the contracting parties are mutually interested.
- (b) “Local government” means a:

- (i) County, municipality, special district, junior college district, or other political subdivision of this state or another state,
 - (ii) Local government corporation created under Subchapter D, Chapter 431, Transportation Code,
 - (iii) Political subdivision corporation created under Chapter 304, Local Government Code,
 - (iv) Local workforce development board created under Section 2308.253, or
 - (v) Combination of two or more entities described by (i), (ii), (iii), or (iv).
- (c) “Political subdivision” includes any corporate and political entity organized under state law.
- (d) “Communications System” means the PORT’s and/or CITY’s emergency radio infrastructure, including all structures, hardware and software components, antennas, and interoperable radio frequencies.
- (e) “Radio Unit” means any console, consolette, mobile, or hand-held device capable of transmitting communications on the parties’ communications system.

2.02. Terms Not Listed. There may be terms not listed herein this Article that appear in this Agreement. Those terms not listed herein this Article shall be provided those meanings assigned in this Agreement or as is otherwise obvious or stated.

ARTICLE III

Purpose

3.01. Purpose. The purpose of this Agreement is to document the cooperation between the parties for sharing of specific radio frequencies that are authorized to each party and to provide antenna and rack space at the Port Freeport Emergency Operation Center (hereinafter “EOC”) for Freeport Fire and EMS, in accordance with the following provisions.

3.02. Statement of Mutual Benefit and Interests. This Agreement provides efficient, cost-effective radio communications and interoperability to support the protection of life and property management policies of the parties to this Agreement.

ARTICLE IV

Agreement for Equipment at PORT Emergency Operations Center

4.01. Agreement for Equipment at PORT Emergency Operations Center (“EOC”).

- (a) The PORT agrees to allow the CITY access and use of an antenna tower owned by the PORT and located at the Port Freeport Emergency Operations Center, 801 Navigation Blvd., Freeport TX 77541.
- (b) The CITY is licensed by the Federal Communications Commission (FCC) to operate public safety radio repeater equipment under the callsign KNEP889 and agrees to maintain said license during the duration of this Agreement.

- (c) The CITY agrees to connect its repeater equipment and other associated equipment to the existing antenna tower and will not change or modify the site building, antenna tower, radio cabinet layout, or antennas without express written permission from the PORT. All proposed changes from the CITY shall be documented with design drawings and a project scope document.
- (d) The CITY agrees to provide, maintain, and ensure its repeater equipment at no cost to the PORT.
- (e) The CITY equipment will be located in the PORT EOC located at 801 Navigation Blvd., Freeport, Texas 77541. The equipment to be used by the CITY consists of repeaters, repeater controller, duplexer, and other associated electronic/radio equipment.
- (f) With a 90-day written request from the PORT, the CITY agrees to vacate the subject site building, antenna tower and antennas in the event that Port Freeport needs the subject site building, antenna tower and antennas.
- (g) The CITY agrees to assume all responsibility and liability for any and all CITY equipment located on PORT property including, but not limited to, CITY assets, radio equipment, antennas, repeaters, duplexers, radio components, etc. Further, the CITY assumes any and all responsibility and liability for said equipment in the event of issues including, but not limited to damage, destruction, theft, etc. of said equipment. The CITY assumes all responsibility and liability for any and all injuries, including, but not limited to, bodily injury, serious bodily injury, death, etc. sustained by CITY members, employees, contractors, personnel, etc. while on the subject antenna site owned by the PORT.
- (h) The PORT agrees to provide to the CITY at no cost at least three (3) UHF channels on the PORT UHF radio system.
- (i) The PORT agrees to be responsible for all maintenance and repair costs to the PORT UHF repeaters, antennas, and associated equipment, but the PORT shall not be liable for any UHF radio down time.

ARTICLE V

The CITY's Obligations for Frequency Use

5.01 The CITY's Obligations for Frequency Use. The CITY hereby agrees, during the Term of this Agreement, to the following:

- (a) The CITY shall upon request by the PORT allow the PORT to utilize the frequencies listed in Exhibit A to engage in radio communications by authorizing users of the PORT's Radio Units to access the CITY'S Communications System for public safety purposes.
- (b) The CITY shall affirm the PORT assumes no cost or responsibility for providing, maintaining, repairing, replacing, upgrading, or performing any servicing of radio units to or on behalf of the CITY, and that the CITY assumes all responsibility for providing, maintaining, repairing, replacing, upgrading, or performing any servicing of radio units

operated by the CITY to access the PORT's Communications System.

- (c) The CITY shall provide any and all training to its employees, contractors, and representatives regarding the use of the radio units and the communications system.
- (d) The CITY shall determine the dispatch and management procedures to be used for the CITY's frequencies listed herein.
- (e) The CITY shall provide evidence of authorization to operate the CITY's frequencies listed herein and to immediately notify the PORT when conditions of the authorization to operate change, or the authorization becomes invalid.
- (f) The CITY shall use the PORT frequencies for official use when required for testing, maintenance, employee and public safety, fire suppression, emergency management, or joint operations between the Parties.
- (g) The CITY shall cease operating on the Port frequencies when requested by the Port.
- (h) The CITY shall observe and abide by all applicable statutes, laws, rules, and regulations, including, without limitation, those of the Federal Communications Commission. In addition, the CITY agrees to observe and abide by any applicable administrative rules promulgated by the PORT in regard to the PORT'S Communication System from and after the date such rules become effective and have been delivered to the CITY. Further, the CITY acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the PORT without incurring any liability for this modification.

ARTICLE VI

The PORT's Obligations for Frequency Use

6.01. The PORT's Obligations for Frequency Use. The PORT hereby agrees, during the Term of this Agreement, to the following:

- (a) The PORT shall upon request by the CITY allow the CITY to utilize the frequencies listed in Exhibit A to engage in radio communications by authorized users of the CITY's Radio Units to access the PORT'S Communications System for public safety purposes.
- (b) The PORT shall affirm the CITY assumes no cost or responsibility for providing, maintaining, repairing, replacing, upgrading, or performing any servicing of radio units to or on behalf of the PORT, and that the PORT assumes all responsibility for providing, maintaining, repairing, replacing, upgrading, or performing any servicing of radio units operated by the PORT to access the CITY's Communications System.
- (c) The PORT shall provide any and all training to its employees, contractors, and representatives regarding the use of the radio units and the communications system.
- (d) The PORT shall determine the dispatch and management procedures to be used for the PORT frequencies listed herein.

- (e) The PORT shall provide evidence of authorization to operate on the Port frequencies listed herein and to immediately notify the CITY when conditions of the authorization to operate change, or the authorization becomes invalid.
- (f) The PORT shall use the CITY's frequencies for official use when required for testing, maintenance, employee and public safety, fire suppression, emergency management, or joint operations between the Parties.
- (g) The PORT shall cease operating on the CITY's frequencies when requested by the CITY.
- (h) The PORT shall observe and abide by all applicable statutes, laws, rules, and regulations, including, without limitation, those of the Federal Communications Commission. In addition, the PORT agrees to observe and abide by any applicable administrative rules promulgated by the CITY in regard to the CITY'S communication system from and after the date such rules become effective and have been delivered to the PORT. Further, the PORT acknowledges that, should any of these statutes, rules, regulations, or administrative rules change during the term of this Agreement and if the change necessitates a modification of the Agreement, the modification may be effectuated by the CITY without incurring any liability for this modification.

ARTICLE VII

Joint Obligations

7.01. Joint Obligations. It is mutually understood and agreed by and between the Parties that:

- (a) Each Party shall maintain administrative control of their radio frequencies and will be responsible for all use of the frequencies.
- (b) Frequency use is limited to the restrictions imposed on Radio Frequency Authorization (RFA) Letters supplied by the PORT and/or the CITY and may be installed in mobile and portable radios for operational use between the PORT and the CITY as designated by each Party.
- (c) Excluding any other written agreements, each Party shall furnish their own radio communications equipment to operate on the frequencies listed in Exhibit A to this Agreement.
- (d) Equipment shall be and remain the property of each party who furnished it, and that party shall be the licensee thereof pursuant to the Federal Communications Commission (FCC) and International Radio Advisory Committee (IRAC) regulations.
- (e) Each party is authorized to operate their equipment for test purposes, maintenance, reliability checks and operational use.
- (f) The Parties agree to operate and maintain their equipment in accordance with FCC and NTIA regulations and operational parameters as established by this Agreement.
- (g) The Parties agree that they shall be financially responsible for the cost associated to maintaining compliance with FCC and NTIA regulations.
- (h) In order to facilitate and accomplish the goals and objectives set forth in this Agreement,

the PORT and the CITY will meet as necessary and appropriate to discuss issues of mutual interest and assess progress in accomplishing the desired objectives.

- (i) Nothing in this Agreement shall be interpreted as affording the PORT or the CITY any role in the content, programming, or operating decisions of the other entity

ARTICLE VIII

Term and Termination

8.01. Term. The term of this Agreement shall be for a period of five (5) years, beginning on the Effective Date of this Agreement (the "Initial Agreement Term"), subject to earlier termination as hereinafter provided. Upon expiration of the Initial Agreement Term, this Agreement shall automatically renew every five (5) years for a period of five (5) years (each a "Renewal Agreement Term"), unless either Party provides written notice of nonrenewal at least thirty (30) days prior to the end of the then Initial Agreement Term or the Renewal Agreement Term. If either Party provides timely notice of its intent not to renew this Agreement, this Agreement shall terminate on the expiration of the then-current term, unless earlier terminated in accordance with the Agreement.

8.02. Termination. Notwithstanding the preceding, either Party may terminate this Agreement for any reason, with or without cause, by providing thirty (30) days written notice to the other Party at any time. This Agreement may also be terminated at any time and for any reason, without any prior notice, upon written agreement by the Parties.

8.03. Funding. The Parties mutually agree to the following:

- (a) The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's sole and exclusive remedy shall be to terminate this Agreement.
- (b) The parties shall manage their respective resources and activities in a separate, coordinated, and mutually beneficial manner to meet the purposes(s) of this Agreement.
- (c) Nothing in this Agreement authorizes any of the Parties to obligate or transfer funds. Specific projects or activities that involve the transfer of funds, services, or property among the parties require execution of separate agreements and are contingent upon the availability of appropriated funds. These activities must be independently authorized by statute. This Agreement does not provide that authority.

- (d) Negotiation, execution, and administration of any agreements shall comply with all applicable law. Each Party operates under its own laws, regulations, and policies, subject to the availability of appropriated funds. Nothing in this Agreement is intended to alter, limit, or expand the agencies' statutory and regulatory authority.

ARTICLE IX

Indemnification and Liability

9.01. Indemnification. The PORT shall not be liable for any claims, costs, damages, expenses, losses, and/or liability arising out of the negligent, wrongful, or illegal acts or omissions of the CITY or the CITY's officials, employees, representatives, or agents in relation to any obligation or service provided under this Agreement. To the extent permissible by law, the CITY shall fully indemnify, hold harmless, and defend the PORT and its officials, officers, employees, agents, and representatives from and against any and all litigation, claims, costs, damages, expenses, losses and/or liabilities related to any obligation or service provided by the CITY or CITY's officials, employees, representatives, or agents under this Agreement.

9.02. Waiver of Liability. The CITY hereby waives and releases the PORT and its officials, officers, employees, agents, and representatives for any and all claims arising from or related to the services provided under this Agreement.

9.03. Assumption of Risk. It is expressly understood that the PORT neither warrants nor assumes any responsibility for, and the CITY assumes the total risk of any loss associated with, the functionality, compatibility, or operation of the Communications System, Radio Units, or any associated hardware, software, server, system, equipment or materials related to the services provided under this Agreement.

ARTICLE X

Notices

10.01. Notices. All notices, requests, and other communications required or authorized under this Agreement shall be in writing and shall be sent by electronic mail or certified U.S. mail to the following addresses:

To the CITY:

Chris Motley
131 East 4th Street, Freeport, Texas 77541
cmotley@freeport.tx.us

To the PORT:

Chris Hogan
801 Navigation, Freeport, Texas 77541
hogan@portfreeport.com

ARTICLE XI

Miscellaneous Provisions

11.01. No Waiver of Immunity. The Parties expressly understand and agree that, in the execution of this Agreement and the performance of services herein, the Parties do not waive, nor shall they be deemed to have waived, any immunity or defense that would otherwise be available to the Parties or their officials, employees, and/or agents against claims arising in the exercise of governmental powers and functions, including, but not limited to, sovereign and/or governmental immunity. This Agreement is expressly made subject to the Parties' sovereign and/or governmental immunity, including, without limitation, Title 5 of the Texas Civil Practice and Remedies Code, and all applicable federal and state laws.

11.02. Confidential Information. The Parties acknowledge and agree that any information exchanged between the Parties in accordance with this Agreement is being shared pursuant to an intergovernmental transfer on the basis that both Parties are governmental entities. Such transfers shall be made subject to an understanding that the Parties will use the information for official purposes only, respecting and keeping any confidential information contained therein confidential, as the law demands. Notwithstanding the preceding, the Parties acknowledge and agree either Party may disclose without penalty any information as required by federal and Texas law, including any decision by the Texas Attorney General's Office.

11.03. Successors and Assigns. Neither Party may assign, lease, sublet, or transfer its interest in or obligations under this Agreement, in whole or in part, without the prior written consent of the other Party. This Agreement binds and is for the sole and exclusive benefit of the Parties and their legal successors, including, without limitation, any successor governmental agency or entity to either Party. Nothing in this Agreement shall be construed to establish any third-party beneficiaries.

11.04. Force Majeure. The Parties shall not be liable or responsible to each other for any delay, loss, failure, or inability to perform their obligations as described herein which is caused by "force majeure." The term "force majeure" includes, but is not limited to, acts of God, strikes, acts of a public enemy, wars, mines or other items of ordnance, blockages, public rioting, lightning, fire, hurricanes, floods, storms, explosions, inability to obtain materials, supplies, labor permits, servitudes, or rights of way, acts or restraints of any governmental authority, epidemics, landslides, lightning storms, earthquakes, washouts, arrests, restraints of rulers and peoples, civil disturbances, breakage or accident to machinery or lines of equipment, temporary failures of equipment, freezing of equipment, and any other causes, whether of the kinds specifically enumerated above or otherwise, which are not reasonably within the control of the Parties and which by the exercise of reasonable due diligence could not reasonably be prevented or overcome.

In the event time limits are not met under this Agreement as a result of force majeure, the Party whose performance is due shall have an extension of the time limit or deadline equal to the number of days for which the force majeure condition existed. After the force majeure

condition has ended, the Agreement shall continue under the same operations and circumstances as existed prior to the force majeure event.

Events reasonably within the control of the respective Party shall not constitute force majeure and shall be remedied with the exercise of due diligence. The Parties shall use all reasonable means to remove all contingencies affecting the performance of this Agreement as quickly as is reasonably possible. This clause does not relieve any Party from its obligations to make any payments of amounts then due for services provided or obligations contemplated and performed under this Agreement, and neither Party's time for performance shall be extended for any event which is reasonably within the control of such Party.

11.05. Participation in Similar Activities. This Agreement in no way restricts the PORT or the CITY from participating in similar activities with other public or private agencies, organizations, and individuals.

11.06. Endorsement. Any of the CITY's contributions made under this Agreement do not by direct reference or implication convey the PORT's endorsement of the CITY's products, services, or activities.

11.07. Public Information. Public access to this Agreement or agreement records must not be limited, except when such records must be kept confidential and would have been exempted from disclosure pursuant to Freedom of Information regulations (5 U.S.C. 552) or the Texas Public Information Act. Texas Government Code, Chapter 552.

11.08. Equity, Diversity, and Inclusion. All parties are committed to equity, diversity, and inclusion principles in establishing and maintaining practices that ensure fairness and equity for all employees. All processes and strategies implemented in accordance with this Agreement shall comply with State of Texas and Federal equity, diversity, and inclusion laws.

11.09. Amendment. No amendment, modification, or alteration of the terms or provisions of this Agreement shall be binding unless it is in writing, references this Agreement, is dated subsequent to the Effective Date of this Agreement, and is duly executed by authorized representatives of both Parties.

11.10. Entirety. This Agreement and all promises contained in it supersede any and all other agreements, either oral or in writing, between the Parties with respect to the subject matter of this Agreement. The Agreement contains all the covenants and agreements between the Parties relating in any way to the services to be provided hereunder. Each Party acknowledges that no representations, inducements, promises, or agreements, orally or otherwise, have been made by any Party, or anyone acting on behalf of any Party, that are not set forth in this Agreement, and that no agreement, statement, or promise not contained in this Agreement shall be valid or binding.

11.11. Severability. If any term or provision in this Agreement is, for any reason, held invalid, illegal, or unenforceable by any court of competent jurisdiction, the Parties shall by written

amendment make it valid, legal, or enforceable. If any term or provision in this Agreement cannot be amended to make it valid, legal, or enforceable while still providing the effect desired by both Parties, said term or provision shall be deemed a separate, distinct, and independent provision, shall be construed as having never been contained in this Agreement, and shall not affect the validity, legality, or enforceability of the remaining terms and provisions in this Agreement, which shall remain in full force and effect.

11.12. Authorship. This Agreement shall not be construed in favor of or against any Party on the basis that the Party did or did not author this Agreement.

11.13. Titles or Headings. Any titles or headings of sections and paragraphs in this Agreement are included solely for convenience, shall not be considered a part of the Agreement, shall not in any way serve to modify or restrict any term or provision, and shall not be considered in ascertaining intent.

11.14. No Rights Created. The Parties acknowledge and agree that nothing in this Agreement shall be construed to create any rights in any person, government, or other entity not PORT or CITY. Additionally, this Agreement shall not authorize any person, government, or other entity other than the PORT or the CITY to maintain a suit for personal injuries, property damage, or any other relief.

11.15. Authorized Representative. Each Party to this Agreement represents to the other Party that it is fully authorized to enter into this Agreement and to perform its obligations hereunder and that no waiver, consent, approval, or authorization from any third party is required to be obtained or made in connection with the execution, delivery, or performance of this Agreement in accordance with its terms, other than those that have been obtained.

11.16. Including. Wherever the word "including" is used, it is deemed to mean "including, without limitation."

11.17. Governing Law. This Agreement shall be governed by and construed in accordance with the laws and court decisions of the State of Texas.

11.18. Exclusive Jurisdiction and Venue. Exclusive jurisdiction and venue for all legal actions related to this Agreement shall be in Brazoria County, Texas. The Parties waive any objection to the adjudication of all court actions related to this Agreement in Brazoria County, Texas.

11.19. Counterparts. This Agreement may be executed in one or more counterparts, all of which together will be deemed an original.

11.20. Joint Enterprise. Nothing in this Agreement shall be deemed or construed by the Parties, nor any third party, as creating a relationship of principal and agent, partnership, joint enterprise, common enterprise, joint venture, joint ownership, or joint tenancy between the Parties. This Agreement does not and shall not be construed to entitle either Party or any of

their respective officials, employees, or agents, if applicable, to any benefit, privilege, or other amenities of employment from the other Party.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed by their following authorized officers and made this Agreement effective as of the last date signed below ("Effective Date"):

PORT FREEPORT

CITY OF FREEPORT

Signature Date

Signature Date

Printed Name

Printed Name

Title

Title

EXHIBIT A – FREQUENCY LIST

P25 RADIO TALK GROUPS					
DEC	HEX	Mode	Alpha Tag	Description	Responsible Party
1510	5e6	D	Freeport EMS	Freeport EMS Dispatch	City of Freeport
1556	614	D	Freeport Fire	Freeport Fire Dispatch	City of Freeport
1661	67d	D	Freeport PD 1	Freeport Police Dispatch	City of Freeport
1663	67f	D	Freeport PD 2	Freeport Police TAC	City of Freeport
138	08a	D	BC Port Sec 1	Port Freeport Security Dispatch	Port Freeport
137	089	D	BC Port Sec 2	Port Freeport Security TAC	Port Freeport

VHF FREQUENCIES					
Transmit	Receive	Rx Code	FCC License	Description	Responsible Party
153.77	153.77	146.2	KNEP889	Freeport Fire	City of Freeport
154.325	154.325	146.2	KNEP889	Freeport Fire T/A	City of Freeport
153.955	155.955	146.2	KLP959	Freeport Police	City of Freeport
155.955	155.955	146.2	KLP959	Freeport Police T/A	City of Freeport
154.28	154.28	CSQ	KNEP889	Tex Fire 1	City of Freeport

UHF FREQUENCIES					
Transmit	Receive	Rx Code	FCC License	Description	Responsible Party
452.8875	452.8875		WQGS507	Port Operations	Port Freeport
453.3375	453.3375		WQKF813	Port Public Safety	Port Freeport
453.6875	453.6875		WQKF813	Port Public Safety	Port Freeport
458.3375	458.3375		WQKF813	Port Public Safety	Port Freeport
458.6875	458.6875		WQKF813	Port Public Safety	Port Freeport
451.3125	451.3125		WNPB603	Port Operations	Port Freeport
451.7125	451.7125		WNPB603	Port Operations	Port Freeport
452.0875	452.0875		WNPB603	Port Operations	Port Freeport
452.3125	452.3125		WNPB603	Port Operations	Port Freeport
452.7125	452.7125		WNPB603	Port Operations	Port Freeport
461.375	461.375		WNPB603	Port Operations	Port Freeport
466.375	466.375		WNPB603	Port Operations	Port Freeport

Note 1: Frequencies will be used for official use only and are authorized for use in mobile and portable Radios. Official use is defined as any emergency joint operation between the PORT and the CITY.

Note 2: The P25 radio system is managed by Brazoria County. They utilize the following frequencies 769.46875, 769.93125, 770.96875c, 771.24375c, 772.03125c, 772.85625c, 853.2875, 853.550, and 853.962