



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, MAY 20, 2024 AT 6:00 PM**

Mayor:

Jerry Cain

Council Members:

Jeff Pena

Jarvis Davis

George Matamoros

Winston Rossow

City Manager:

Lance Petty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, MAY 20, 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 April 2024. **(Lance Petty)**

COUNCIL BUSINESS – REGULAR SESSION:

2. Consideration and possible action on the approval of City Council Meeting Minutes, from May 6, 2024 and City Council Special Meeting Minutes, from May 13, 2024. **(Clarisa Molina)**

3. Consideration and possible action approving to remove William Leitch from the Freeport Historical Commission & Main Street Advisory Board. **(Ana Silbas)**
4. Consideration and take possible action to select the position of Mayor Pro Tem. **(Lance Petty)**
5. Consideration and possible action approving the proposed 2024 Annual Street Lighting Plan. **(Laura Cramer)**
6. Consideration and possible action on reopening the Arbutus Street right of way between 2nd Street and Broad Street and approving the city attorney to draft an ordinance and the Mayor to sign and City Secretary to attest to such ordinance. **(Laura Cramer)**
7. Consideration and possible action to close and abandon the alley right of way in Block 176, Freeport Townsite and sell the alley right of way to the neighboring property owner and approving the City Attorney to draft an ordinance and deed and the Mayor to sign and the City Secretary to attest to such documents. **(Laura Cramer)**
8. Consideration and possible action by City Council approving the sale of property located at Block 70, Lot 2, Velasco Townsite and approving the city attorney to draft a deed and the Mayor to sign and City Secretary to attest to such deed. **(Laura Cramer)**
9. 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. **(Lance Petty)**
10. 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)**
11. Consideration and possible action for Freeport PD to go into contract with American Red Cross as a training provider. **(Jennifer Howell)**
12. First Reading of the Parks Project. **(Robert Johnson)**
13. Consideration and possible action approving Resolution No. 2024-2858 authorizing the application to the Texas General Land Office (GLO) Beach Maintenance Reimbursement Program the Finance Director as the Official with Full Authority to Act for purpose of the program. **(Cathy Ezell)**

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

CLOSED SESSION:

- 15. Executive Session regarding a.) (Deliberations about Real Property) 1.) 200 West 2nd Street, 2.) Jim Maddox Properties, Freeport 19 LLC, 3.) O.A. Fleming Property 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.

Carisa Molina
Carisa Molina,
City Secretary, City of Freeport, Texas



State of Texas

County of Brazoria

City of Freeport

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

City Council:

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

Staff:

- Lance Petty, City Manager
- David Olson, Interim City Attorney
- Clarisa Molina, City Secretary
- Cathy Ezell, Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Crystal Ruiz, Executive Administrative Assistant
- Laura Cramer, GIS Coordinator
- Jennifer Howell, Police Chief
- Chris Motley, Fire Chief
- Wade Dillon, Museum Director
- Rudy Ragle, Public Works Director
- Shelby Araujo, Building Official

Visitors:	Con McCleester	Kenneth Hayes
	Diane McCleester	Carol Parker
	Margaret Bachman	Mark Parker
	Sam Reyna	Melanie Oldham
	Nicole Mireles	Pamela Dancy
	Raul Ramirez	Arnulfo Damian
	Patti Richardson	

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER:

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and Pledge was led by Councilman Rossow.

CITIZENS' COMMENTS:

Patti Richardson said she would like to start by congratulating all that ran in the race, had success, and are going to be there again for the next term. She said she appreciated Mr. Winston Rossow because he was going to be her Ward D Councilman. Ms. Richardson said she is hoping he has a lot of success in these next three years and hopes he will do things the way she would have done them but probably not. She said she is hoping that he will have a lot of success doing things in the next three years that take us to the next level. She said she is hoping that after he finishes his term and has a successful three years he will support her, so she can do the same thing and possibly continue where he left off. She thanked the Council and said she was glad this is over. She said she worked really hard and was glad the best man won.

John Damian said he wanted to speak against the ordinance for the tenants, registration, and inspection of the rental complexes. He resides at 190 West 5th Street number one unit, as a tenant with the Brazoria County Housing Authority. He said on April 8th, 2024, according to the HUD regulations check certification, that his unit at 119 West 5th Street passed inspection and assured the rental unit was decent, safe, and sanitary. Mr. Damian said this is an annual inspection that the housing authority does at his rental unit. He said the reason he was there today was because he was asking if he could be exempted from this fee if this ordinance was approved. He said this additional fee is going to put more burden on his water bill because his water bill went up when the water bill was raised last year in September. He said and then adding this additional fee which he does not know how much more it is going to cost him more. Mr. Damian said he is on disability and he is on a fixed income and this is just going to create a burden for him. He said so while he is under the American Disabilities Act and understands the purpose of these regulations is to ensure safe, sanitary, and suitable living environments to protect and secure the public's health, safety, and welfare of the citizens of the City. He said he would also like to mention the unit he lives at has a fire sprinkler system, smoke alarms, and oxygen sensors because of the housing of HUD. He asked if he would be charged this fee? He said because he does have a water bill that he pays for at the unit he lives at and understands there is several citizens in Freeport that are on housing. Mr. Damian said it seemed like when the Planning and Zoning Commission they did not have an idea how many people were on housing so they could not figure out that these people get their homes inspected units, rentals, and houses that are under HUD. He said they get annual inspections. He asked if he was going to have to pay that fee since he had to pay a water bill and if that fee was going to be added to his water bill? He said which will increase. He said this month he paid \$71 for his water bill and he had the letter from housing where they go and inspect his housing. He said additionally, the interior inspections comply to his unit at 119 West Fifth Street.

Manning Rollerson congratulated the candidates. He said he was there to talk about the landlord tenant and the bill that was going to pass or was being considered passing. He said he stands with Mr. Bass about the landlords, how they are taking care of the properties, and how the tenants have to live in conditions that third world people do not live in. He said he disagrees that the burden should be put on the taxpayer because it is not the issue of the taxpayer. He said the issue is of those landlords who should be taking care of business. He said they are accepting the money from those peoples, they picked up that burden and they need to handle that burden. Mr. Rollerson said it is not the people's problem because somebody else is not handling their financial responsibility. He said because if you rent a house people expect to have a good house to live in, they expect to have a landlord that is fair and treat them right and that is why they do not buy homes because the other people would take care of the issues that is more important to keep it safe but it is known what there is in this community. Mr. Rollerson said there is a bunch of property owners that complain, complain, complain, and they still go up on the rent on everybody in the community and that needs to stop. He said people do not need to live in these conditions. He said he lives in a house for 11 years and he can see outside his house electrical issues. He said like the young lady with three kids that her breaker box burned at the Remingtons and the landlord told her it was her fault to call centerpoint for them to fix it. He said but the man owns the apartment complex and that is an unsafe condition he is not handling his financial responsibility. Mr. Rollerson asked so is that supposed to be taxpayer's responsibility? He said no it is not their responsibility. He said they also need to find out about the emproachment on Freeport with the contract. He said he made that statement in the forum and the statement is correct. He said Margie Mathews is the lady they went to and everyone that is down on

Cherry Street and all those side streets they also went to the Christian Church and were asked about buying their property also so the Port is doing what they said they were not going to do. He said the City needs to handle that business when it comes to agreements and contracts cause we all know how this all plays out but at the end of the day he is right along with Mr. Bass about the landlords handling their financial responsibility.

Rob Giesecke said he wanted to echo Ms. Richardson's on the congratulations to those who got the most votes on Saturday but also wanted to recognize and thank those who came in second. He said it is a lot of work and stress to put your name on the ballot and go out there and vote. He said everybody that participated as a candidate they have his respect. He said item number 13 is one of those issues where they are able to cooperate and get some cooperation between the Port and the City of Freeport and that is one of the things he wanted to do the most since he had been on the Port Commission to just foster a better relationship moving forward. He said he knows there had been some ups and downs and kind of a low early last year but had made some progress since then and this is just another step on that journey. He said he is glad that they are able to work together for the betterment of the community. Mr. Giesecke said he also wanted to give a Port update. He said they may have seen the new cars coming in and that is Volkswagon. He said so far, they have had 11 ships that have gone to the Port of Freeport and about 24,000 vehicles so they are on track to do their about 140,000 vehicles or so that they had originally planned. He said he is glad to see that but to also keep in mind that every time one of those ships comes in it takes about 140 to 160 workers to go and get those vehicles off the ships and over to the Volkswagon processing facility. He said he was in a meeting a couple of weeks ago with the site manager for Volkswagon and they were told that they are up and fully up to speed. He said they have about 115 employees there and about 70% of those reside in Brazoria County. Mr. Giesecke said he is happy to see that and to report that it is coming together just the way they would of hope it would. He said Del Monte will start operations next month and their first ship is scheduled to come in the last week of June and once they are fully operational that would be another hundred or so jobs so about 300 jobs between the two of them. He said they are real proud to see that and happy to see that. He said the rumor going around about the Port soliciting the purchase of property outside or in the protected zone. He said the Council may remember that was the deal that was on the East End settlement that the Port would not buy any property North of Highway 36 or West of Pine Street without the voter approval and they are sticking to that deal. He said they are sticking to the end of their bargain. He said there is nobody at the Port that he is aware of that had any inkling that they would buy any property inside that protected zone and he will say that he would be the first one to come out in opposition if there was any discussion about that. He said in fact the opposite is actually true they are actually in the process of selling off about 15 lots at the Port that accumulated over the years that is inside the protected zone and they are working through their mechanism process to make that happen and get those back into the public private hands and back on the tax rolls. He said he does not know what somebody heard or somebody saw but sometimes people see two plus two and they come up with five or eight or fifty seven. He said but that rumor is categorically false.

Sam Reyna resides at 2002 North Avenue G. He said it is not official but he wanted to congratulate Mayor Cain, Councilman Rossow, and Councilman Davis. He said he also wanted to thank Ms. Patti Richardson, Mr. Manning Rollerson, and Mr. Eric Hayes for being involved in the election process. He said he especially wanted to thank Mayor Bass for his service and dedication to the City of Freeport. He said being a Mayor is not an easy task you attend all City functions if time permits and that deprives you of quality time with the family. He said two Hispanics and two African Americans representing the four wards no angle and that is a first they all have just made history. He said now that there is this type of profile on the City Council social and economic marginalization can be eliminated and erase the face of the Jim Crow off the City of Freeport. He said Councilman Mayor to be Cain made a statement that he would like to see more new businesses coming to the City. Mr. Reyna said he agrees and they need to entice new business partners, reach out to all the black owned businesses that tried to open up in Freeport, and maybe try to lure them back to the table. He said those businesses spent thousands of dollars to open their business only to be booted out of town by prior administration.

Wade Dillon is the museum manager for the Freeport Historical Museum. He said he just wanted to invite the Council, public, citizens of Freeport, and all the citizens in Brazoria County for the opening of the updated Fort Velasco exhibit on May 15th. He said this covers the famous 1832 Battle of Fort Velasco all the politics and personalities involved. He said this will run until the very end of June. He said if you have not been to the museum in a while to go check it out. Mr. Dillon said they had their grand reopening back in January and the whole space had been updated.

Nicole Mireles resides at 2002 North Avenue G. She said she wanted to make comments after Mr. Reyna had made a comment. She congratulated all the people that ran and stepped up to the plate. She said Mr. Reyna made the comment there are two Hispanics and two blacks. She asked why does it matter? She said she is sorry and she knows they live in the same household but they have different views. Ms. Mireles said she wanted to read something that was sent to her off social media which is a public record. She read "you can-not win here unless you are chosen by City Hall, wait till you hear our new Council speak, no professionals on Council now, very sad, but I killed it". Ms. Mireles said that person is here and she went up to the Council to talk to them. Ms. Mireles said shame on her. She said there is issues but step up to the plate and be positive. Ms. Mireles said she knows she had lost. She said she had been on Council and had lost. She asked but did she quit going to the Council meetings? She asked did she quit being involved? She said to get involved in a positive way. She said she finds it offensive to her that the Council does not have professionals. She said the Council should be offended by that too. She said she is very disappointed in what was written on social media. Ms. Mireles said thank God she did not get picked because she would hate to have somebody on Council with that mindset.

PRESENTATIONS/ANNOUNCEMENTS:

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

City Manager Lance Petty presented the Employee of the Month for the Month of March 2024 to Firefighter Evelyn Betancourt, Firefighter Abdiel Martinez, and Firefighter Ricky Swagno.

Proclamation for National Correctional Officer's Week.

Police Chief Jennifer Howell presented a Proclamation for National Correctional Officer's Week being May 5, 2024 - May 11, 2024.

Proclamation for National Police Week.

Police Chief Jennifer Howell presented a Proclamation for National Police Week being May 9, 2024 - May 18, 2024.

Presentation of the Investment Report for the Quarter Ending March 31, 2024.

Finance Director Cathy Ezell presented to Council the Investment Report for the Quarter Ending March 31, 2024.

COUNCIL BUSINESS – REGULAR SESSION:

Consideration and possible action on the approval of City Council Meeting Minutes, from April 15, 2024.

Councilman Pena said he had a couple of edits to the request. He said he wanted to let the record show the minutes are incorrect, and they need to be updated and corrected. He said the minutes reflected that he was escorted by Chief Howell when, in fact, he left on his own. Councilman Pena said Chief Howell never contacted him or communicated any directions to leave the premises as it was obvious he was already leaving on his own after Mayor Bass had expressed obscenities. He said this was the first change he would like to make. He said the second change that he sees is that the minutes do not reflect the perverted vulgarity purposely used by Brooks Bass. He said Brooks Bass used the term penis to address him in open session and foolishly feigned to cover it up by pretending it was a slip of the tongue. Councilman Pena said he would like this

corrected and, in reality, it was his egregious attempt to malign his surname with racist name twisting, using profanity in an open session in the Mayor's role. Councilman Pena said the Mayor was an embarrassment to Freeport. Councilman Pena said to Mayor Bass thankfully it was his last meeting, and he hopes the Mayor can stop repeating the perverted words of penis. Councilman Pena said to Mayor Bass to keep the word penis out of his mouth.

A motion was made by Councilman Pena to amend the minutes. Motion died due to a lack of a second.

A motion was made by Mayor Bass to approve the City Council Meeting Minutes, from April 15, 2024, seconded by Councilman Matamoros with all present and voting "Aye" 4-1 motion passed. Councilman Pena voted "Nay".

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.

Building Official Shelby Araujo said the City has received numerous complaints from citizens of Freeport expressing concerns about the conditions associated with multifamily rental complexes throughout the City. She said the City Council had directed staff to create a registration and inspection program for multifamily rental complexes, and staff had completed the proposed ordinance for approval. She said the proposed ordinance was presented to the Planning and Zoning Commission on April 23, 2024, and was passed by a 3-2 vote with changes. Ms. Araujo said on Section 16-51 under the inspections section and (D) it was changed from 4 days to 72 hours. She said under sections 16-48 under registration it was to add the phone numbers of the individuals. She said the third change was wanting to actually incorporate the exemption of Section 8 from this program. She said the financial impact of this program would be a full-time inspector on staff. She said they are setting the unit at \$5 per unit per month.

Mayor Bass asked why is the \$5 per month on the tenant versus the landlord? Building Official Shelby Araujo said under section 16-49 it states "an apartment complex inspection fee will be charged to each complex, and will be included with the monthly water utility bill for each complex." Ms. Araujo said right now they are still trying to hash it out as in terms of meters. She said some have master meters and some have individual meters and so they are going through that process. Interim City Attorney David Olson said the intent is to charge the complex owner and not the individual tenant and we all recognize that all expenses are essentially passed in some capacity but it is not to bill the tenants individually. Mayor Bass asked so this ordinance change at this time does not put the onus on the tenant and it puts the onus on the complex owner or the landlord? Building Official Shelby Araujo said yes correct. City Manager Lance Petty said a lot of these apartment complexes have a master meter and so all their water submetered inside the units and that is done on the private side and that would not be charged back to the individuals. Mayor Bass said to Mr. John Damian the way he is hearing it was that he will not be charged any additional monies any additional increases for this service.

Mayor Bass said he had a couple of corrections on page 5 Section 16-52 (B) 4A there is an s by itself and that needs to be moved over to apartments. Mayor Bass said he was not sure of the year that was on it but it had January 1, 2023 and this would be retroactive. Interim Attorney David Olson said there was going to be a grace period given and asked if Ms. Araujo knew what that period was going to be at this time? Building Official Shelby Araujo said it is all going to be about education in the first few months and reaching out to the apartment owners and letting them know there will be an inspection program coming into place. Ms. Araujo said they will also be giving out all of the checklists as in terms of interior and exterior so they are actually just knowing not what to expect when they get out there. Interim City Attorney David Olson said it was going to be up to the Council on how much time they would like to give them to get up to speed. Mayor Bass said he agrees but he can not vote on something that has an improper date. Mayor Bass said he would say June 1, 2024 instead of January 1, 2023.

A motion was made by Mayor Bass to approve Ordinance No. 2024-2728 with the two corrections moving the s to the apartment and changing January 1, 2023 to June 1, 2024, seconded by Councilman Matamoros with

discussion that followed.

Councilman Matamoros said on page 6 Section 16-54- Five- Year standards for Apartment Complexes it states January 1, 2027 and it should be 2029.

An amended motion was made by Mayor Bass to include January 1, 2029 under Section 16-54- Five- year standards for Apartment Complexes, seconded by Councilman Matamoros with discussion that followed.

Councilman Cain said he would like the Building Official Shelby Araujo to expand on the HUD. Councilman Cain asked if they would be exempt from this since they already go through a similar process with the State? Building Official Shelby Araujo said she reached out HUD Authority this afternoon and spoke to Ms. Craner and they do actually go through an annual program every year and they do get the initial inspections annually or whenever new tenants move out and the new ones move in. Ms. Araujo said they do issue inspection reports and so they are possibly going to work out something as in terms of if on the 10th they could possibly ask for the inspection report. Interim City Attorney David Olson said the only reason that was not put in there is because staff had some concerns that some of this stuff had slipped through the cracks and some of the inspections that HUD had done the City had gone back and found issues with that report. Mr. Olson said if they are going to exempt somebody like the HUD Authority he thinks it needs to be universal to any governmental entity that does a similar type of an inspection if they can provide such report. Mr. Olson asked if the Council would want that extra layer and want to allow staff the opportunity to go in there and just make sure that they are doing their inspections properly? Mayor Bass said he does not have an issue with that as long as they are able to look at their reports and then confirm it with our own eyes or with the reporting system. Interim City Attorney David Olson said currently as it is written it does not accept them or provide any kind of break and he thinks the idea was and it was discussed the possibility of some sort of abbreviated inspection where just going through their inspection report just to double check and not doing their own primary inspection some hybrid of an inspection. Interim City Attorney David Olson said he is not 100% sure of what that looks like but that is going to have to rely more on staff to come up with what that inspection actually looks like but really need some guidance from the Council as to which direction they want this to go in. Mayor Bass said he is okay with giving them a break especially if they do inspections but as long as they are doing the inspections correctly and his thought process would be that they could be exempt but need to do an oversight as well. Building Official Shelby Araujo said she spoke to Brazoria County HUD and they said that the turnaround times on certain types of complaints could possibly be one to two weeks. Councilman Cain said he thinks the safety of the citizens is the utmost importance.

Councilman Pena said this ordinance in his opinion is carelessly fast tracked and it is over reaching. He said first and foremost he is concerned that in the month of February the Council directed City staff to create a workshop and committee of residents and business owners or whoever the Council had selected to discuss and outline how a rental ordinance if at all should be created. He said he is wondering why they are skipping that whole process of having that workshop so that they could actually have feedback from residents and business owners because as it is structured now. He said he is all for safety and he always talks about safety and cleanliness but you start imposing all these fines and overreaching big government on what is at least 60% of the housing community in Freeport which is about 60% which comes out to with the last Census 10,000 folks here and it comes out to about 6,000 residents. He said he is not interested in raising rents here and he knows that at the forum it was expressed by one of the candidates and he thinks it was candidate Ward D Councilman elect Mr. Davis had expressed he had also had been in a rental property before and he also had said it is going to make sense that if these landlords are having to make the repairs that are necessary even when they are on section A or public housing that rents are going to go up. Councilman Pena said he wants to make sure that they can create a program where the renters are not being hurt in having their limited incomes affected in terms of paying for rent and he is concerned about that. He said he is also concerned about the increased cost to the City that they are not really taking into consideration and how many other options there are to lean on other agencies that can do what they do better than us. He said we do not have anybody and not even any housing, and any

public housing in Freeport but the surrounding cities around us do so he is sure we can glean off of that. He said he had always said we should have an office space in City Hall strictly for public housing and this way more residents have better options and right now there are none. Councilman Pena said instead of trying to penalize the landlords we have to incentivize the landlords and so he just has a problem that this ordinance had been fast tracked just to appease what he calls as a vanity ordinance. Councilman Pena said to get it right and he is not saying we can not get it right so that it is safe and clean and economically advantageous for the City and for the residents and businesses. He said what he is saying is that as it is now this thing is over reaching and it is going to hurt the economy and it is a matter of supply and demand the rents go up and people can not afford them and if they are imposing all of these fees through code enforcement they are going to raise rents. He said he is glad to hear that at the forum that was discussed and agreed upon but that is not reflected in this ordinance. Councilman Pena asked how do we solve this problem? He said this problem can be solved but we do not have to hurry up because they are trying to get it done before one Councilman leaves. He said he is not sure why this is being done at the last minute and why it was rushed when even in February it was asked specifically for City Staff, City Hall, City Management, City Manager to get a workshop a committee of residents put together and that was never done. He asked why are we allowing this to move forward? He asked why it even went to P & Z which was a 3 to 2 vote and it was not unanimous. He said usually P & Z is pretty good about this and say this all make sense it is all buttoned up or they button it up and then they send it out unanimously but it was a 3 to 2. He said he just wants to ask everybody to look at that and take a pause of prudence, but to rush to pass this harmful ordinance will hurt the housing economy. He said as it is we are in a recession and taxes have been up from the last year and now they are going to impose more maintenance no if and or buts and he is saying it is going to have the ripple effect of affecting the families their rents how they are able to put food on their table but when those monies have to go to rent because it is mandatory and people's rents go up that means there is less money and less disposable money. He said and what this actually affects are the local business the local mom and pops and so this has a trickle down economics effect and a trickle up that will bring it down for Freeport and just wants to make sure that everybody is aware of that and the public as well and these are the issues he tries to bring up it is just business one on one and it is economics one to one. Councilman Pena said you do not have to be a professional to know that. He said you just had to go through eight grade and he was taught that. He said another thing he wanted to bring up and he had another quote because he watched the forum Mayor Elect Jerry Cain had also quoted typically when you buy a home you have the opportunity to get an inspection and he is exactly right about that and he also went on to say that renters should be no different. He said and that is where he wants to help clarify and asked who pays for the inspection if a home is bought? Councilman Pena said the owner does and it is usually about \$300 and if the inspection is cool and if it is good and it is clean they move forward and buy the house and if it is not then they tell the seller they want those fixes or want a concession on the price. Councilman Pena asked why are we trying to change that or try to create that paradigm and put all of that responsibility on the City? He said it makes no sense when the market takes care of it on the buying and selling like Mayor Elect Jerry Cain expressed but that does not exist on the rental market except for the fact that folks can go look at a house and determine whether or not they want to live there or not. Councilman Pena said he is not sure why they want to create all of this additional cost to the City that can actually hurt the economy and for that matter hurt the residents. He said the aim is right but the target is wrong. He said the problem is the arm and they are trying to do surgery on the leg. He said he would like to make a motion to table this so it can be done right and everybody can be happy like the landlords, the City, the residents who are going to be paying the taxes because taxes are going to go up. He said forget the fact that the rents are going to go up but taxes are going to also go up and asked why? He said because they are going to be paying for more code enforcement staff. He said to make sure that we all know about all the various issues on this here so they can cross every T and dot so that in fact they can cultivate a better rental market for Freeport. He said because this is the Bluebird and this is the blue collar economy. He said this is the blue collar City of Brazoria County and this is where folks come for affordable living and there is not section A and there is no public housing at least none that is promoted by the City. He said and he thinks if they just made a little effort in that direction so that they can lean on Section A and they can lean on public housing that they could save the residents save the City money, residents rent, and residents tax money and for that matter the economy.

A motion was made by Councilman Pena to table this item.

Mayor Bass said there are some things that are worth more than money and it is the safety of the individuals that are living there. Councilman Pena said he is just worried about the rent money. Mayor Bass said he finds Councilman Pena's argument unpersuasive and they have talked about rental inspections for the multi use for a number of years which is what is coming to fruition tonight. Mayor Bass said Councilman Pena keeps saying 6,000 people. Mayor Bass said well that is individual houses which he hopes this Council with Councilman Pena's help or not will continue down the road and will do rental inspections on individual houses because he does not know how many times he had been stopped and he had gone and seen houses that are in poor condition having to run extension cords from one side of the room to the other and holes in the floor covered up by tarps or ceiling fans hanging down by the wires.

Councilman Pena said this was fast tracked.

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

Mayor Bass said this is going to be important for the citizens of Freeport. He said this is going to be important for their well-being in Freeport and he encourages the Council to go on and do a single family unit inspection to ensure that folks have quality and safe homes to live in and to raise their children in.

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.

City Manager Lance Petty said 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. He said the crossing is not utilized due to the clearance and width of the crossing. He said the overall condition of the infrastructure is in much-needed repair. He said Union Pacific at their sole cost, is proposing to fill in and permanently close at the time of approval by the Council. Mr. Petty said the storm water system over there is underground, so it will not have any effect on the drainage over there, because there are inlets on the other side of that crossing that lead to the storm water pump station, and he knows at the recommendation of the Mayor he had asked him to contact them about painting the bridge for us. Mr. Petty said he contacted them numerous times and had numerous conversations with them about it, but they do not own any of the railways. He said Burlington Northern BASF owns them and the one that was in question and Union Pacific does not own that one as well. Mr. Petty said he did attach some photos of the area and the Council can see the condition of the crossing right now and how narrow it is.

Mayor Bass said he is against this because he likes having the egress and ingress underneath the railroad right there. He said he thinks it is kind of cool and they just need to repair it as it is. He said this is a democracy and asked the Council what they would like to do?

Councilman Matamoros asked if they do enclose it and notice that the drainage is affected adversely do we have rights to have them come out and correct it? He said because he did not see that in the agreement. City Manager Lance Petty said that amendment can be added if they needed but currently all of the storm water is underground and there are inlets that tie into it. Interim City Attorney David Olson said even if it is not in the agreement they would be obligated to fix it if they somehow adversely affected any of the infrastructure.

Councilman Cain said storm water drainage was his concern as well and if Mr. Petty is confident enough that it will not affect it negatively then he would be okay with moving on.

Councilman Pena asked if there was any study on that space made by engineering? City Manager Lance Petty said not from the City side. Councilman Pena said he knows when streets are closed or any modifications to

address any kind of flooding or drainage issue they have had a street study before. Councilman Pena said he would like to see something like that to make sure that it makes sense. He said he is not sure why this was not done with this one.

City Manager Lance Petty said if the Council wishes to have the City engineer take a look at it he would be happy to do that. Councilman Pena said he knows this was done for 9th Street. Councilman Cain said he would wish to have the railroad paid for and have their engineers look at it.

A motion was made by Mayor Bass to table this item put on another agenda and have Mr. Petty call them and say that the Council wants them to pay for a mutually agreed upon engineering firm to discuss the parameters of it, seconded by Councilman Cain.

This item was tabled.

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

Police Chief Jennifer Howell said the Police Department is looking to apply for a grant that is done by the State through DPS regarding catalytic converter thefts, vehicle thefts, and one of the things is they could update the equipment. She said the license plate readers are commonly referred to as LPR, are over eight years old, and they are no longer supported by the manufacturer as far as maintenance wise goes. She said they were looking at applying for a grant to get updated LPRs with the growth of the community and the increase in the Port. Chief Howell said, as Rob had talked about earlier with the increase of vehicles that come in they could see the advantage of being able to have those updated.

A motion was made by Mayor Bass to approve Grant Resolution No. 2024-2856 for Catalytic Converter Program, seconded by Councilman Cain with discussion that followed.

Councilman Matamoros asked what was the future cost of these cameras? Police Chief Jennifer Howell said one of the things that they are evaluating was that they are trying to find out if there are some other grants that could potentially cover those reoccurring costs so depending on how many cameras they did go with and what all area points of the City would depend on the cost. Chief Howell said the annual cost could go anywhere from roughly about \$25,000 on up depending on how many cameras that were placed throughout the City but have some other possible grants that might cover those re-occurring costs but that is something they are exploring as well. Councilman Matamoros asked who would bear those costs if there were future costs and asked if Chief Howell was stating that they would apply for grants to hopefully cover those costs and if not it would fall on the City to cover those costs? Chief Howell said yes in order to keep up on any maintenance contracts or anything.

Mayor Bass called the motion to a vote, with all present voting "Aye" 5-0 council unanimously approved the motion.

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.

Human Resource Director Donna Fisher said when the tuition reimbursement policy was last revised it was in 2019, and at that point in time, the City would reimburse for up to seven credit hours or up to \$700 per semester. She said there was no annual cap set on that because at that time most colleges had 16 week-long semesters and then six-week summer semesters. She said semester lengths vary anywhere from 3 to 16 weeks and an employee could conceivably do a lot of short semesters and get up to \$700 reimbursement for each of those short semesters, which was not anticipated when this policy was put into place. Ms. Fisher said she would like to place an annual cap of \$1,400 per employee per fiscal year for tuition reimbursement.

A motion was made by Mayor Bass to approve 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,

seconded by Councilman Matamoros with discussion that followed.

Mayor Bass said education is a good thing and the workforce is better off with it.

Mayor Bass called the motion to a vote, with all present voting "Aye" 5-0 council unanimously approved the motion.

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

GIS Coordinator Laura Cramer said she was presenting the proposed light locations for the 2024 illumination plans. She said the Council will not be taking any action on this tonight, and it is for simple discussion.

Mayor Bass said the map looked good to him. Mayor Bass asked when they would start working on these? GIS Coordinator Laura Cramer said right now they are working on 2023, so it would probably be at the beginning of next year.

Councilman Pena asked if all the lights that were mapped out for 2023 should be installed by when? GIS Coordinator Laura Cramer said they are working on it, and they are in the process of pulling all the permits now. Councilman Pena asked if there was a timetable as to when it would be completed? Ms. Cramer said she is not sure, and she thinks it is really on them pulling the permits for their crews, and she would say the next three to four months.

Councilman Matamoros said he had a suggestion. He said he did read the packet that they are given up to 50 per year, but there are two areas that he would like to see have lights added to them. He said one area is Avenue Q and the curve on Avenue R going on Q. He said this is a pretty dark area. He said also going down Avenue Q about halfway through there is another cross street on Terry have a light there as well. Councilman Matamoros said if he had to give up a light he will. He said there is a light that is proposed for Avenue H and Skinner and he would prefer to give that one up. He said the other light would be Zapata on the North side of Brazosport Boulevard. Councilman Matamoros said these are all the changes he would have for Ward C.

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

City Manager Lance Petty said on September 26, 2023 a motion was made 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. He said the motion passed 5-0. He said staff presented it to the 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 8th Street as a specific location where the stopping, standing or parking for vehicles is prohibited. Mr. Petty said at this meeting the 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. He said the City Engineer, Kimley Horn has completed the requested study and had recommended that street parking should be allowed along 8th Street from SH 288 to Velasco Boulevard. He said this recommendation does include improvements by the City to install updated signage to support parking on 8th Street. He said, with the guidance of the Council, he can instruct staff to go ahead and get those signs ordered and installed. He said they also had recommended installing some cutbacks at the intersections to bring the road out. He said those are going to be a little bit more expensive, but there is funding through TxDot and HGAC for safer out-to-school programs. He said they would be reaching out to try to get some funding for these improvements because those funds could be used within a half mile of the school and that will encompass every bit of this. Mr. Petty said he would be looking to try to get some funding sources for this.

Mayor Bass said he knows the big issue is the 1700 block.

Councilman Cain said yes the 1700 block is the main concern and for years there was no parking on that. He said there was a council before them and he is not able to say when it was or who was on it that did that for a reason and it was for safety. He said they went in and removed them and he does not remember the exact

reasoning that was behind it but they did remove the no parking signs. He said he thinks there was a conflict in an ordinance somewhere but the citizens that he had spoke to in Ward B want the no parking signs back up. Mayor Bass asked if it was citizens that live specifically on that block? Councilman Cain said yes.

City Manager Lance Petty said that road is pretty busy because that is the main stretch going to the elementary and there is daily traffic average of 1,261 cars and it is during that school time in the morning and in the evenings.

Mayor Bass said he had heard the same thing from many folks who live down there that they would like no parking.

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

Finance Director Cathy Ezell said currently the City's Hotel Occupancy Tax Ordinance does not allow for charging penalties and interest on past due Hotel Occupancy Taxes. She said the change that she is bringing forward tonight would allow for the collection of penalties and interest on any person or company that fails to collect Hotel Occupancy Tax as opposed by the Ordinance, fails to file a report as required, fails to pay the City the tax imposed, or files a false report. She said it also added that the City Attorney can file suit that is something that is done currently, if there is nonpayment of Hotel Occupancy taxes. She said she researched this with various other cities, every City she has worked in the past charged penalties and interest on delinquent taxes Hotel Occupancy Taxes just like delinquent utility bills, delinquent property taxes. She said this is something that is done as common practice. She said it had come up as they had worked through one of the bigger delinquencies that the City has, that the Ordinance does not allow them to charge penalties and interest, and that is to correct that wrong.

Mayor Bass asked if legal had looked at this? Interim City Attorney David Olson said he had essentially and is just bringing the local Ordinance into compliance with what State law already allows.

A motion was made by Mayor Bass to approve Ordinance No. 2024-2729 amending the Section 2-354 Hotel Occupancy Tax adding section (i) Penalties, seconded by Councilman Matamoros with discussion that followed.

Councilman Pena asked how many people allegedly owe back HOT taxes currently in Freeport? Finance Director Cathy Ezell said right now she had two that she is working on. Councilman Pena asked who those two were? Ms. Ezell said one is Motel 6 and the other was Councilman Pena. Councilman Pena said he is being targeted again. He said he is curious how many times it had been asked for the City Attorney Olson and Olson to create and modify the HOT tax Ordinance in attempt. Ms. Ezell said she had only been here since 2021 and this is the first time she had done it because if Councilman Pena believed her or not this was not because of Councilman Pena she said this is because she had another hotel that owes quite a bit of delinquent hotel occupancy taxes like tens of thousands of dollars. Ms. Ezell said it is in regards to the fact that these are delinquencies that these taxes are owed and we need to try to collect these and it is in the interest and penalties that will be charged on that. She said it was not brought forward because of Councilman Pena but the fact that this needs to be done as Mr. Olson stated to be in accordance with State law and what it is allowed to do by State law. Councilman Pena said he looked it up and it was four times. Councilman Pena said he just wants the public to know how much was asked for Olson to pursue this. He said he believes this is a personal vendetta and how much had been wasted and so he would like to know publicly how much had been spent by the City billed by Olson and Olson on this particular topic and does not know if he could get that by the next meeting or for that matter the remainder of the week. He said it should be readily available he would image. He said he wants to make sure this ordinance is called the Pena tax ordinance because he already paid an outside attorney to outline how it needs to be written correctly so as to save the City from high lawyer fees of Olson and Olson yet again he is spending his own money to ensure the City can legally collect HOT taxes from an ordinance that right now is still defective. He said he had it reviewed by an attorney again. Councilman Pena said he spent

more money than he would of ever owed which is \$0 in trying to ensure that the City does not spend a single tax dollar to pay Olson and Olson to correct an ordinance and to avoid court legal fees yet the campaign to send and persecute and prosecute takes priority from the direction of Bass and yes man. Councilman Pena said the last thing he wants to say is this ordinance is an illegal collection and harassment by City Hall of businesses and owners and it needs to stop. He said he is hoping with the current Mayor no longer seated there the justice can prevail and that this stupid and personal vendetta policies are no longer hurting the City of Freeport and if he had a personal vendetta he should seek them out personally. Councilman Pena said he had offered for the last five months to meet with the attorney that he retained it was fixed so that the ordinance is no longer defective and they can save taxpayer money and for that matter court fees. Mayor Bass said to Councilman Pena we appreciate his generosity on that.

Councilman Matamoros said the statement that was just made is unequivocally false and Mayor Bass did not bring this up. Councilman Matamoros said he is the one that brought it up because he did the research. Councilman Matamoros said he saw it with his own eyes where people have stayed at Councilman Pena's Air B&B and Councilman Pena billed and charged HOT tax and never remitted that to the City. Mayor Bass asked so there is a bill that had an HOT tax on it that Councilman Matamoros saw? Councilman Matamoros said yes. Councilman Matamoros said so this is when he saw it and he brought it up and asked. Councilman Matamoros said other surrounding cities are looking at their books and seen why are they not collecting HOT taxes. Councilman Matamoros so this slanderous accusation against the Mayor that he is the one that brought this up to City staff and then it was brought to the attention of Council.

Mayor Bass asked Councilman Matamoros if he had a copy of that? Councilman Matamoros said he does not have a copy with him but he can have it whenever if legal or whoever needs to see it he can have it ready.

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

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

Fire Chief Chris Motley said this is an interlocal agreement on radio communications. He said, over the term cooperative radio frequency agreement, what they are addressing is public safety interoperability, meaning they can talk on the same frequency across frequencies as well at all levels of government or even private sector and non-governmental organizations as well. He said this interlocal agreement will be between the Port of Freeport and City of Freeport. Chief Motley said he reached out to them about the relocation of the tower and repeater that was at Hopper Field when they replaced the lighting, and they did not include the equipment, but also the LED equipment interferes with the transmission, so that just became a part of that discussion. He said the director of security and him had a long discussion and also came up with other responses after action and review of responses to facilities that were not able to communicate with the same frequency. He said in 2022 the FEMA firefighter grant that came to the Council had multiple band radios and this is a part of that as well. He said what agreed in the interlocal agreement is agreeing that each agency maintains their own frequencies is by FFC, their own equipment but is able to transmit on each organization's radio frequency. He said the Port had agreed to at their EOC headquarters is to provide a rack space for their VHF radio and with their generator and radio tower they will be able to put their intent on their tower as well at no cost. Chief motley said the only cost is what they incurred and those POs were already written when they were going to do Hopper Field they had been waiting to complete this agreement so they can move forward on addressing that. He said in the packet it goes back to the communications from September 11th forms Dems and all that that were taught and they follow under public safety response. He said this also provides not just fire but police department as well and their VHF radio system and if they are responding to a plant partner that is within the Port interlocal agreement they would be able to transmit on their UHF frequency directly with them when they respond as well. Chief Motley said he encourages the Council support recommended approve this interlocal cooperative radio frequency grant between Port Freeport and the City of Freeport.

A motion was made by Mayor Bass to approve Interlocal Agreement for Cooperative Radio Frequency Use between Port Freeport and the City of Freeport, seconded by Councilman Cain with all present voting "Aye" 5-0 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 there as usual. He said he knows it is a sacrifice of their time but an investment in their City and our City of Freeport, and he appreciates everybody that comes out to speak on behalf of moving Freeport forward. He said he also wanted to touch on Riverfest and thank the City, City staff, all the emergency departments, and first responders that were out there to help make this a success. He said he is not sure what the numbers of attendance were compared to last year, and he is curious about what those might be and if Mr. Petty might have those, but as we promote Riverfest and, for that matter, Fishing Fiesta the point is it is about the water. He said he wanted to mention the Cinco de Mayo promotion that last week was promoting Hispanic Heritage, and as well as the Downtown Freeport. He said he wanted to thank the Historic board for putting that on and Ana Silbas, and it was another great effort by the City staff as well. He said he would also like to congratulate Councilman elect from Ward B Mr. Jarvis Davis. He said he had a chance to visit and witness his commitment to transparency and serving the residents of Freeport. He said, and as far as all the other residents that participated in electing their Councilman he would like to thank them for being a part of the election process, and he only ask that they extend their commitment to Freeport from the polling booth to also hold their elected officials accountable and attend every meeting that they can and get involved in our community so that they might have the best Freeport ever. He said he would also like an answer to the question as to why they did not have the swearing in of the newly elected officials this evening? Mayor Bass said because the election office had not canvassed the vote yet and they will be canvassed and there will be a special meeting on the 13th for everybody to be sworn in. Councilman Pena said he also would like to ask for the Chief of Police to be in Executive Session to protect himself and the public from outburst and violent outburst and illegal threats that Mr. Bass had demonstrated in the past.

Councilman Cain Ward B announcements and comments.

Councilman Cain said he wanted to thank everybody that came out tonight. Councilman Cain said to Mayor Bass they obviously came to see his last meeting. Mayor Bass said he does not think so. Councilman Cain said to Mayor Bass it had been an honor working beside his side and he would like to thank him for his guidance and leadership. Councilman Cain said, as Councilman Pena said the Riverfest was a great success. He said every City can have a festival, carnival, food trucks, corn dogs, funnel cakes, and whatever they want, but most of them cannot have boat races in the middle of it. He said the boat and the wind just added so much to the boat races. He said when they were out there warming up just making donuts out there, and they would hit full throttle and next thing you know the whole boat is out of water. He said this was incredible, so his hat off to all those that were involved in the Riverfest. Councilman Cain said, unfortunately, he was unable to make the Cinco de Mayo celebration, but knowing the way Ana does it he is sure it was a great success as well. He said he would like to thank all the citizens that went out and voted in this past election. He said regardless of who won, the citizens got it right. Councilman Cain said he says that because the citizens are the ones that elected the Council to be up there. He said congratulations to those that did make it and for those that did not he is not going to say that those that lost but those that did not make it his hat off to them, because it is a real stressful situation to put yourself in and unlike some of the elections in the past where there had been a lot of bickering

back and forth both brought there and in private on the streets everybody was professional. Councilman Cain said on election day all the candidates were sitting out there in one general spot and everybody was sharing their ideas and beliefs and that is the way it should be. He said so his hat off to the City of Freeport. He thanked everyone for the support and he is personally looking forward to three years.

Councilman Matamoros Ward C announcements and comments.

Councilman Matamoros said he would like to thank the residents and visitors who attended in person and viewed online. He thanked those residents who spoke during citizens' comments and on any agenda items. He said he would like to highlight a successful Phillips 66 golf tournament at the Freeport Golf Course. He said speaking with many of his colleagues, they were raving about the condition of the golf course. He congratulated Brian and his staff for the hard work to keep it in such great shape. He said he also would like to let the Council know that the EDC had been granted a \$50,000 grant for the parks project from Phillips 66. He said with the money that they have set aside and the \$50,000, it will go a long way to help the parks get the needed upgrades. He said Riverfest was a great success. He said he was fortunate enough to be a judge for the little Mr. and Miss Riverfest and that it was a good time with the boat races and the booths along with the music and barbecue judging. He said he would like the Council aware as the Council liaison for the Board of Adjustments that there was a lawsuit filed by Councilman Pena against the Board of Adjustments, and so he would like to discuss that at the next meeting. He said it was filed late and never served to the City.

Councilman Matamoros said he would also like to congratulate Councilman elect Jarvis Davis on his election victory, reelection of Mr. Winston Rossow, and Mayor elect Jerry Cain. Councilman Matamoros said he would like to thank Mayor Bass for all his dedication to the City and his time served on the City, EDC, and other numerous boards as a liaison while Councilman and Mayor this is just proof of his dedication to the City. He said they may not have agreed on everything but it was kept civil. Councilman Matamoros thanked Mayor Bass. He said he also wanted to thank his family for their dedicated service to our great City.

Councilman Rossow Ward D announcements and comments.

Councilman Rossow said he wanted to thank all the voters. He thanked everyone that voted for him. He said apparently they want him to be there for another three years, and he was so glad to be a part of the Council and the City of Freeport. He said to those who really know him they know he loves this City and he had said it more than once if he could live anywhere in the world, but he chose to live in Freeport. He said his wife always asks him what they are doing in Freeport. Councilman Rossow said Cinco de Mayo was a success, and he believes everything done in Freeport is successful, and he knows there are a lot of negative things going on in this City but that happens in every City. Councilman said he wants the residents to look forward to Yard and Business of the month. He said they were going to be riding around looking, and they needed the citizens to nominate yards and businesses that looked good. He said Riverfest was successful and the boat races and fireworks, everything was a success. He said he thanked God for having all these events all the time. Councilman Rossow said he wanted to thank the Mayor. He said he loved Mr. Brooks and his dad loved his dad, so it had been going on for a long time. He said they really enjoy the Brooks. He thanked God for the Mayor and said he would be missed greatly and is hoping Jerry can keep this thing going and keep the meeting flowing. He thanked Freeport and said he loved Freeport.

Mayor Brooks Bass announcements and comments.

Mayor Bass introduced his family in the audience. He said normally he would not say anything back about what people put on Facebook because almost everyone knows that he thinks Facebook is the devil. He said in response to Councilman Pena's latest rant. He said it was a 30-minute rant that somebody talked to him about. Mayor Bass said there is a lot of stuff in there that he could talk about, but he is not going to talk about it. He said Councilman Pena said he talked about him using cocaine or the N-word in meetings. Mayor Bass said the only n word he had used in meetings is nincome poop, and he was trying to describe Councilman Pena. Mayor Bass said he thinks the biggest issue he had with Councilman Pena is that he had comments about interracial couples. Councilman Pena asked Interim City Attorney David Olson if this was allowed? Councilman Pena said this is not on the agenda. Mayor Bass said Councilman Pena said he was told, or he had been told. Mayor Bass said to Councilman Pena said his brother Mike is married to a beautiful Hispanic woman. Mayor Bass

said his sister Melissa is married to a beautiful African American man. His oldest brother Beau is going to be married. Councilman Pena said to Mayor Bass to take a lie detector. Mayor Bass said to Councilman Pena he was full of manure and that it stinks in there. Mayor Bass said this is the point he wanted to have with Councilman Pena make that he had a more interracial family than he does. Councilman Pena said to Mayor Bass he does not know anything about him. Mayor Bass said to Council elect Councilman Davis he is going to have to keep his hat off when he goes up there and sits up there. He said he let him wear it in the audience but up there he does not need to wear it. Mayor Bass said Councilman Pena is his own person and he is going to do whatever he wants regardless of polite society or not. Mayor Bass said the City of Freeport is in his heart and always had been. He said he is 57 years old and he was born and raised here and he loves it and will probably never leave. He said it had been his pleasure and his high honor to represent the citizens as Councilman Ward B and as Mayor and he is sad to go but there is a time for everything. He said all he would say is what Dan Rather said with one word on his last transmission and it is courage.

Desiree Pearson resides at Front Street. She said Councilman Pena referred to Mayor Bass as racial comments to him. She said she looked at both of his arrest the DWI and the two felonies and Councilman Pena identified as a white male. She said she does not know what is on his driver's license but if so he could not be calling the Mayor racial because Councilman Pena identified as a white male. Ms. Pearson said also the transparency Councilman Pena is talking about is costing the City with the attorney fees. She said Councilman Pena fails to tell the people he is costing the City over \$150,000 on the Braztex witch hunt which he does not ever say that he led that.

City Manager Lance Petty announcements and comments.

City Manager Lance Petty said from the City staff he would like to thank Mayor Brooks Bass as well for his service and dedication. He said the Mayor had attended everything that is needed from the Mayor and, honestly over his 31-year career this is his fourth City, and he had never had a Mayor that had an educational background of their City. He said just to listen to the Mayor speak about the City of Freeport and the history of it is something in itself. Mr. Petty said he knew he came here from about 45 minutes northwest of Fort Worth, and he had no idea about hurricanes and as soon as he got here, the Mayor said there was one brewing, and instantly he thought we better run. Mayor Bass said in a calming voice to not worry he had his eye on it and 90% of the time the DOW bubble takes care of it so we would be alright. Mr. Petty said he has been a great Mayor, and he appreciated everything he had done and the knowledge he had gained for the City of Freeport. He said when his wife and he came down to visit and interview, they both looked at each other and said if he was offered the job this is where they were going. He said the City is friendly, and it does not matter what color you are. He said they were shocked at the residents here and how beautiful it is here. He said we really have something special here and something to look forward to, and he is glad to be a part of that. Mr. Petty thanked Mayor Bass.

A motion was made by Mayor Bass to include City Manager Lance Petty into the meeting Executive Session, seconded by Councilman Cain with all present voting "Aye" 5-0 council unanimously approved the motion.

A motion was made by Councilman Pena to include the Police Chief in Executive Session to help protect himself. Councilman Pena said yes it is real funny but when the citizens go up and say their safety is a concern of their personal safety he just wants to let them know his safety is also important. Councilman Pena said he hopes the Council censures the Mayor for his obscene profanity in the last meeting.

A motion was made by Councilman Pena to invite the Chief of Police or any commissioned officer in Executive Session. Motion died due to a lack of a second.

CLOSED SESSION:

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.

The regular session closed at 7:37 P.M. and Council entered into Executive Session.

COUNCIL BUSINESS – REGULAR SESSION:

Take any action resulting from Executive Session.

Executive Session ended at 7:56P.M. and Council entered back into regular session.

There was no action from Executive Session.

ADJOURNMENT:

Adjourn

A motion was made by Councilman Cain to adjourn the meeting, seconded by Councilman Matamoros with all present and voting "Aye" 5-0. Mayor Bass adjourned the meeting at 7:56P.M.

Jerry Cain, Mayor

Clarisa Molina, City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, May 13, 2024 at 6:00 PM at the Freeport, Police Department, Municipal Court Room, 430 North Brazosport Boulevard Freeport Texas for the purpose of considering the following agenda items:

City Council:

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

Staff:

- Lance Petty, City Manager
- Clarisa Molina, City Secretary
- Cathy Ezell, Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Crystal Ruiz, Executive Administrative Assistant
- Robert Johnson, EDC Director
- Brian Dybala, Golf Course Director
- Ana Silbas, Main Street Coordinator
- Chris Motley, Fire Chief

Visitors:

- David McGinty
- Pamela Dancy

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 Mayor Bass.

COUNCIL BUSINESS – REGULAR SESSION:

Consideration and possible action approving Ordinance No. 2024-2730 canvassing the returns and declaring the results of the May 4, 2024 election.

City Manager Lance Petty said staff recommends the approval of Ordinance No. 2024-2730 canvassing the returns and declaring the results of the May 4, 2024, election. He said this ordinance declares that the election was legally conducted and certifies the results. Mr. Petty said Jerry Cain to be Mayor of the City. He said in Ward B it declares that Jarvis Davis did receive the majority of votes and will take the Oath of Office to become the elected Councilman for Ward B. He said in Ward D it declares that Winston Rossow did receive

the majority of votes and will take the Oath of Office to become the elected Councilman for Ward D. Mr. Petty said annually the votes are canvassed from the Municipal Election by the City Council prior to being declared final. He said because the Charter amendment passed that established Council terms to be changed to 3-years, Mayor Jerry Cain, Councilman Jarvis Davis, and Councilman Winston Rossow shall serve for terms extending through the City Council to be held in May 2027.

Mayor Bass said he would show that the canvassing results showed that all three of the candidates received a minimum of 70% of the entire votes. Mayor Bass said congratulations to those that won.

A motion was made by Mayor Bass to approve Ordinance No. 2024-2730 canvassing the returns and declaring the results of the May 4, 2024 election, seconded by Councilman Matamoros with all present voting "Aye" 5-0 council unanimously approved the motion.

Consideration and possible action approving Ordinance No. 2024-2731 canvassing the returns and declaring the results of the May 4, 2024 Charter Election.

City Manager Lance Petty said staff recommends the approval of Ordinance canvassing the returns of the May 4, 2024, Charter Election. He said this ordinance declares that the election was legally conducted and certifies the results and all 17 amendments were for. Mr. Petty said this ordinance relates to the charter amendment election called by Ordinance No. 2024-2718 of the City of Freeport, Brazoria County, Texas, heretofore read, passed, adopted on January 22, 2024, by the City Council and Mayor of said City ordaining and order, respectively that such an election be held in and throughout the said City on the first Saturday on May 4, 2024 for the purpose of permitting the qualified electors of said City to vote for or against the adoption of seventeen (17) amendments to the Home Rule Charter of said City.

A motion was made by Mayor Bass to approve Ordinance No. 2024-2731 canvassing the returns and declaring the results of the May 4, 2024 Charter Election, seconded by Councilman Matamoros with all present voting "Aye" 5-0 council unanimously approved the motion.

Administer Oath of Office to Mayor, elected Council Members to Ward B and D, and signing the required affidavits.

Mayor Bass said he would like the record to reflect Councilman Jerry actually had his shirt buttoned up and could not see the hair on his chest. Mayor Bass said, normally, you can see that, so he appreciated that Councilman Jerry is not showing hair tonight.

Mayor Bass administered the Oath of Office to Jerry Cain for the Mayor position.

Mayor Bass presented a gavel to Mayor Cain prepared by his bride that says Mayor of Freeport Jerry Cain 2024. Mayor Bass said with great pride and privilege he presented this.

Mayor Cain administered the Oath of Office to Jarvis Davis for Ward B.

Mayor Cain administered the Oath of Office to Winston Rossow for Ward D.

Mayor Cain presented a plaque to Mayor Bass in honor of his service to the City of Freeport as Mayor and Councilman as Ward B.

Consideration and possible action of selecting a Mayor Pro Tem.

City Manager Lance Petty said staff recommended that a nomination be made, and a vote be taken by Council on the appointment of a Mayor Pro tem to serve until the next regular election is held and canvassed. He said

with the election of Jerry Cain as Mayor of the City of Freeport, the Mayor Pro-Tem position has become vacant. He said it is important that another Council member be appointed to the Mayor Pro-Tem position in case Mayor Cain is absent or is unable to perform as Mayor. Mr. Petty said, according to Section 3.04 of the Freeport Charter "... the Council shall elect, on a rotating basis, among the Ward, a member of the City Council, who had been on City Council for at least two years, to serve as Mayor Pro-Tem". Mr. Petty said currently Councilman Pena is the only one that has a two-year commitment.

A motion was made by Councilman Matamoros to appoint Council member Jeff Pena as the Mayor Pro-Tem, seconded by Councilman Rossow with discussion that followed.

Councilman Pena asked if he had to take any special oath as well? Mayor Cain said it is probably just a scout's honor.

Mayor Cain said in his opinion Councilman Pena is a very intelligent gentleman and his intelligence could benefit the City tremendously. He said this is his opinion but Councilman Pena continues to disrespect his seat, the Council, and he continues to disrespect the City itself. Mayor Cain said when it comes to a vote his vote will be a nay.

Councilman Pena said he wanted to congratulate all the citizens or coating and electing the new Council and just wants to make sure that everybody understands that he is hoping that the City can heal going forward with truth and transparency and that is the only modus that he had been operating out of and is revealing transparency and truths and he will continue to do that. He said if anybody had any concerns that they want voiced on Council he will always listen and try to present them there as he had in the past.

Councilman Matamoros said he wanted to echo Mayor Cain sentiments. He said he believed Council member Pena has disrespected the Council and residents. He said a person who will knowingly and willingly try to falsify an agenda he does not have confidence in being the Mayor Pro-Tem. He said a person who will collect hotel occupancy taxes and not remit those to the City should not be Mayor Pro-Tem. He said when it comes time for a vote he will vote accordingly.

Councilman Rossow said he had never been to Jeff's Facebook page and he is hoping that with the new Mayor and a new Councilman they are able to get on the same page that is one of the reason he ran for office is to try to get the Council on the same page. He said especially using his name on a web page will not get them together. He said we have to want to get together in order to get together. He said the whole City and County want the Council together. Councilman Rossow said Freeport is an entertainment center for a lot of people and that is what he has been told. He said to Mayor Cain to not miss a meeting.

Mayor Cain called the motion to a vote with a 0-3 vote, motion failed. Mayor Cain voted "Nay", Councilman Matamoros voted "Nay", and Councilman Rossow voted "Nay".

ADJOURNMENT:

Adjourn

A motion was made by Councilman Matamoros to adjourn, seconded by Councilman Rossow with discussion that followed.

Councilman Pena said it is politics as usual Freeport but transparency will still happen if the healing has not begun. He said he is very sad about this, and it is unfortunate that this is the way they are going to kick off the new administration with this political bias. He said to not worry he will be posting social media posts of

transparency and truths.

Mayor Cain adjourned the meeting at 6:20P.M.

Jerry Cain, Mayor

Clarisa Molina, City Secretary



City Council Agenda Item #3.

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

Date: May 20, 2024

From: Ana Silbas, Mainstreet Coordinator

Staff Recommendation: Staff requests City Council to remove William Leitch from the Freeport Historical Commission & Main Street Advisory Board due to failure to uphold board member expectations and responsibilities.

Item Summary: Mr. William Leitch is currently serving a two-year term, which expires on May 31, 2025. The recent behavior of board member has warranted concerns about board membership. The board member's behavior has become a detriment to the progress of the Freeport Main Street Program.

Background Information: Main Street Coordinator has 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.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: The Freeport Historical Commission & Main Street Advisory Board voted 3-2 at their May meeting to recommend the removal of William Leitch. The board requests the replacement for this board position 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. Additionally, in the future, the board requests City Council allow the board to review candidates before they are appointed to the board.

Supporting Documentation:

1. Board Accountability Agreement_ William Leitch

FREEPORT MAIN STREET ADVISORY BOARD MEMBER EXPECTATIONS AND RESPONSIBILITIES

- Understand the vision, mission and core values of the Program.
- Attend all Board meetings, except when excused in accordance with City Charter/Ordinance.
- Serve in a manner that upholds law, City Ordinance and Program expectations.
- Demonstrate loyalty to the Program and honors commitments to it.
- Serve as an ambassador and advocate to the community regarding the Program, historic preservation, economic vitality, tourism development, and community support.
- Actively participate in one or more standing committees and in Program events, workshops and fundraisers.
- Prepare in advance for Board and committee meetings and contribute actively and constructively to Board and committee decision making.
- Contribute to the formulation of Program goals, objectives and priorities; remain attuned to all committee work plans as they progress.
- Unify in respecting and supporting the decisions of the Board as a whole and the Main Street Coordinator in the fulfillment of the efforts to advance the goals and priorities of the Program.
- Get to know Program partners and become familiar with and support the Program area businesses.
- Embrace the advisory nature of the Board, respect and be willing to work collaboratively with Main Street Coordinator and recognize the leadership authority related to this position.
- Reach out to community members to become aware of and participate in the Program.

STANDING COMMITTEE CHAIR RESPONSIBILITIES

- Commit to at least one year of service as committee chair.
- Work in close cooperation with Co-Chairs, defining responsibilities and processes.
- Reach out and orient committee members; oversee ongoing recruitment and induction of new members.
- Schedule committee meetings, email final agendas to all committee members at least three days before meetings. Preside at committee meetings and keep a record of each meeting. Oversee subcommittees and project teams.
- Delegate tasks but take responsibility for committee results.
- Manage and reward volunteers' efforts.
- Report to the Board on committee activities and issues and communicate to committee members Board actions relevant to the work of the committee.

LEADERSHIP PERFORMANCE GOALS

- Remain realistic about your individual time commitments and uphold commitments made.
- Demonstrate civility and courtesy toward others, act with honesty, professionalism and high ethical standards in relationships with others and in the performance of your responsibilities.
- Remain aware that your words, action and behavior in part define how others view the Board and the Program.
- Promote harmonious and respectful relationships with others and seek to resolve conflicts.
- During meetings, you must be recognized by the Chairperson to speak-- to be respectful of each other and to help avoid speaking over one another.

Print Name: WLB WILLIAM LEITCH

Signature: WLB Date: 4-20-23





City Council Agenda Item #4.

Title: Consideration and take possible action to select the position of Mayor Pro Tem.

Date: May 20, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends that a nomination be made and action taken by Council on the appointment of a Mayor Pro Tem to serve until the next regular election is held and canvassed.

Item Summary: The Mayor Pro Tem position is currently vacant with the election of Jerry Cain as Mayor for the City of Freeport.

Background Information: At the City of Freeport City Council Special Meeting on May 13, 2024, to canvass the election, administer the oath of office and to consider and take action to select a Mayor Pro Tem, the City Council made a motion to appoint Councilman Pena as the Mayor Pro Tem in which the City Council denied the. Councilman Pena emailed a request to the City Manager (Lance Petty) and the City Attorney (David Olson) to include this agenda item again on the regular scheduled City Council meeting agenda on May 20, 2024.

Special Considerations: According to Section 3.05 of the Freeport Charter, "...the Council shall elect, on a rotating basis among the Wards, a member of the City Council, who has been on City Council for at least two years to serve as Mayor Pro Tem".

Financial Impact: NA

Board or 3rd Party Recommendation: NA

Supporting Documentation:

1. 3.05 Charter - Mayor Pro Tem

SECTION 3.03. COUNCIL TO BE JUDGE OF ELECTION AND QUALIFICATION.

The City Council shall be the judge of the election and qualification of its own members and other elected officials of the City.

SECTION 3.04. COMPENSATION.

The Mayor shall receive a monthly compensation of \$200.00, and the other members of the City Council shall receive a monthly compensation of \$100.00 each. The Mayor and each of the other members of the City Council shall also receive an additional \$25.00, payable monthly, for each posted meeting of the City Council attended by them. Any expenses incident to holding office incurred by any member of the City Council shall also be reimbursed upon presentment of receipt or other proof of payment.
(Res. No. 916, Prop. 2, 4-9-73; Res. No. 1129, Prop. 1, 4-7-79; Amendment adopted by electorate 5-10-08)

SECTION 3.05. MAYOR PRO TEM.

At the meeting of the City Council at which the returns of the annual election are canvassed each year, the members of the City Council shall select, on a rotating basis among the Wards, a member of the City Council who has been on City Council for at least two (2) years to serve as Mayor Pro Tem until the meeting of the City Council at which the returns of the annual election for the next succeeding year have been canvassed. The Mayor Pro Tem shall perform all of the duties of the Mayor in the absence or disability of the Mayor, and shall assume the office of Mayor for the remainder of the unexpired term in the event the office of the Mayor becomes vacant. If both the Mayor and the Mayor Pro Tem are absent from any meeting of the City Council, the members present shall elect from among themselves a Temporary Mayor Pro Tem to preside at such meeting.

(Amendment adopted by electorate 5-7-94;
Amendment adopted by electorate 5-2-98;
Amendment adopted by electorate 5-10-14)

SECTION 3.06. VACANCIES.

When a vacancy occurs in the City Council, the remaining members thereof, must, within ten (10) days, appoint a qualified person to fill the unexpired term of such vacancy; provided, however, the City Council shall not appoint more than one council member in any twelve-month period, and in the event of the occurrence of a vacancy in the City Council within a twelve-month period in which a vacancy in the City Council has been filled by the said City Council, or in the event that more than one vacancy shall occur at the same time; then in such event a special election shall be held within forty (40) days from the date the last vacancy occurred, for the purpose of electing the successor or successors. In the event that the Mayor and Mayor Pro Tem should resign at the same time, the remaining members of the City Council, or any of them, shall have the right and power to issue legal notice of such election to be so held, and to elect and appoint election officials. Should all positions on the City Council become vacant at one time, then in such event, the County Judge of Brazoria County, Texas, is hereby empowered and directed to issue notice of such special election for and on behalf of said City, and to appoint qualified persons as election officials.

SECTION 3.07. POWERS OF THE CITY COUNCIL.

The determination of all matters of policy and the exercise of all powers of local self-government shall be vested in the City Council. By way of illustration, but not limitation, the following enumerated powers are among these powers that may be exercised by the City Council:

(a) Power to remove from office in City Government, any officer or member of any board or commission but shall not have the authority to remove any employee from the employment of the City Government, except the City Manager;

(b) Power to establish, consolidate, or abolish administrative department, but shall not distribute the work of divisions;

(c) Adopt the budget of the City;



City Council Agenda Item #5.

Title: Consideration and possible action approving the proposed 2024 Annual Street Lighting Plan.

Date: May 20, 2024

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: Staff recommends approval of these proposed light locations.

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: This item was presented to Council on May 6, 2024 for proposed light location discussions.

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%	

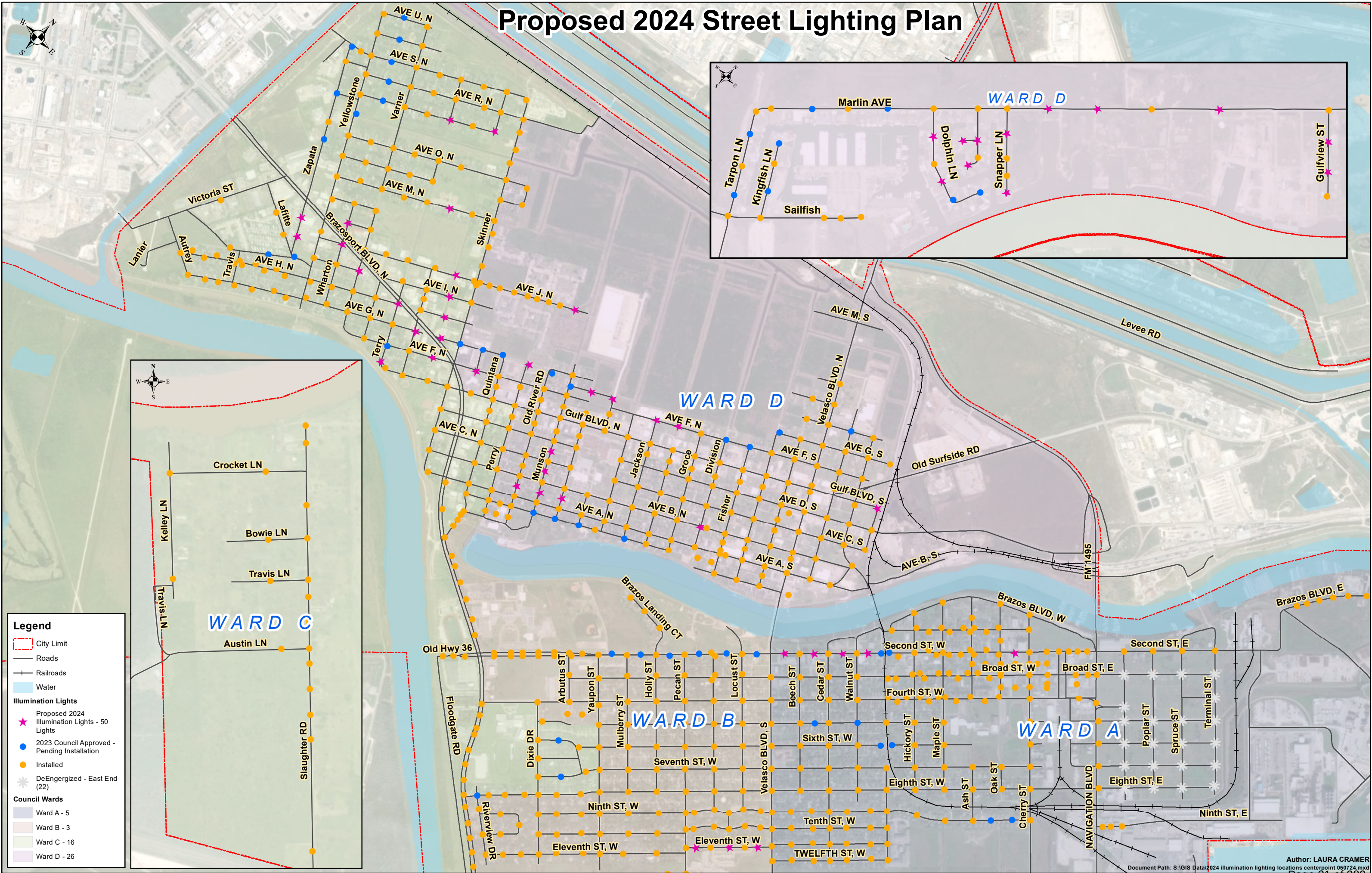
Special Considerations: None.

Financial Impact: Although the installation is free, the city has to pay the monthly bill for the added lights. But in the past year, twenty-two lights in the east end were de-energized so that will offset the cost a little this year.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. 2024 illumination lighting locations centerpoint 050724





City Council Agenda Item #6.

Title: Consideration and possible action on reopening the Arbutus Street right of way between 2nd Street and Broad Street and approving the city attorney to draft an ordinance and the Mayor to sign and City Secretary to attest to such ordinance.

Date: May 20, 2024

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: Staff recommends approval of this item.

Item Summary: Currently, there is an ordinance in place that has closed and abandoned Arbutus Street from Second Street to Broad Street. This Street was recently improved in Phase 1 of the concrete street project and is used frequently by customers of Dollar General and the apartment complex located between Broad and West 4th Street.

Background Information: In 1964, an ordinance was approved by City Council and filed with the County Clerk (1966-002183) to close and abandon a portion of the Arbutus Street right of way. Arbutus Street is very commonly used and has had recent infrastructure improvements made and should be reopened for good housekeeping.

Special Considerations: Only a portion of what was closed in the 1964 ordinance is being proposed to be reopened. This ordinance also closed a portion of Dixie Drive for drainage purposes. We are not proposing changing this.

Financial Impact: This will have no financial impact.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Arbutus Street Closure Ord 3/2/1964 V933 P161
2. Arbutus Street Closure Map (1964)

BY DEED

933 CASE 161

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, PURSUANT TO THE PROVISIONS OF ARTICLE 1085a OF THE REVISED CIVIL STATUTES OF TEXAS, 1925, BEING ACTS OF THE 28TH LEGISLATURE, PAGE 27, CHAPTER 24 (1943), AS AMENDED BY ACTS 1943, 48TH LEGISLATURE, PAGE 470, CHAPTER 314; ACTS OF 1945, 49TH LEGISLATURE, PAGE 420, CHAPTER 266, SEC. 1; ACTS OF 1949, 51ST LEGISLATURE, PAGE 779, CHAPTER 419, SEC. 1; ACTS OF 1951, 52ND LEGISLATURE, PAGE 144, CHAPTER 86, SEC. 1; AND PARTICULARLY SECTIONS 1, 2, 3, AND 4 THEREOF; FINDING FACT AND DETERMINING THE NECESSITY FOR THE CLOSING AND ABANDONING OF A PORTION OF ARBUTUS STREET HEREINAFTER DESCRIBED; DETERMINING THE NECESSITY FOR AND ORDERING THE CLOSING AND ABANDONING OF A PORTION OF DIXIE DRIVE HEREINAFTER DESCRIBED; DETERMINING THAT THE PUBLIC INTEREST WILL BE BEST SERVED BY THE CLOSING OF SUCH PARTS OF SAID ARBUTUS STREET AND DIXIE DRIVE AND CONVEYING THE INTEREST OF THE CITY THEREIN TO THE ONLY ABUTTING PROPERTY OWNER, AVALON CONSTRUCTION CO., INC., AS PROVIDED AND FOUND HEREIN; AUTHORIZING THE MAYOR OF THE CITY OF FREEPORT, TEXAS AND THE CITY SECRETARY OF THE CITY OF FREEPORT TO EXECUTE AN INSTRUMENT OF CONVEYANCE AS A PART OF A COMPROMISE OF THE RECOMMENDED CONDEMNATION PROCEEDINGS HEREINAFTER DESCRIBED; AUTHORIZING THE MAYOR AND CITY SECRETARY TO ACCEPT A DEDICATION OF THE EXTENSION OF WEST 4TH STREET; DETERMINING THAT THE EXCHANGE OF PROPERTY HEREINAFTER DESCRIBED IS A FAIR AND EQUITABLE COMPROMISE EFFORT ON THE PART OF THE CITY OF FREEPORT, TEXAS TO CONDEMN AN EXTENSION OF WEST 4TH STREET FOR RIGHT-OF-WAY PURPOSES.

WHEREAS, Arbutus Street, a public street within the corporate city limits of the City of Freeport, Texas, from the North right-of-way line of West Broad Street, a public street within the corporate city limits of the City of Freeport, Texas, to the South right-of-way line of State Highway 36, a State Highway within the corporate city limits of the City of Freeport, Texas lie wholly within a commercially developed area. Said abutting property is solely owned by Avalon Construction Co., Inc; and

WHEREAS, there exists a great amount of traffic in said commercially developed area around said above described portion of Arbutus Street; and

WHEREAS, the sole owner of the abutting property along the aforesaid part of Arbutus Street above described desires to relinquish to the City of Freeport all its right of access to State Highway 36 by use of the above described part of Arbutus Street; and

WHEREAS, the public interest and benefit may be best served by the closing and abandonment of the above described part of Arbutus Street; and

WHEREAS, Dixie Drive, a public street within the corporate city limits of the City of Freeport, Texas from its intersection of the North right-of-way line of West 4th Street, a public street within the corporate city limits of the City of Freeport, Texas, to the South right-of-way line of State Highway 36, a State Highway within the corporate city limits of the City of Freeport, Texas has heretofore been dedicated as a public street by the sole owner of the abutting property from the Avalon Construction Co., Inc. but has never been opened for public use and travel; and

WHEREAS, the sole owner of the abutting property of said above described part of said Dixie Drive desires to relinquish to the City of Freeport its right of access to State Highway 36 by use of said part of Dixie Drive that is described above; and

WHEREAS, in order to provide for the health, sanitation, and general welfare of its citizens, the City of Freeport needs to secure an easement 30 ft. in width along the entire length of the West right-of-way line of the above described part of Dixie Drive for drainage purposes; and further determines the necessity for the acquisition of an easement for a public street and drainage over land owned by Avalon Construction Co., Inc., such needed street and drainage being described as an extension of said West 4th Street between two parallel lines, such parallel lines being North and South right-of-way lines of West 4th Street extending Westward from their

3.

intersection with the West right-of-way line of Dixie Drive to the East right-of-way line of the new extension of State Highway 288 for the purpose of construction of a street and drainage as a connecting link of said West 4th Street with the new extension of State Highway 288; and

WHEREAS, the City Council has determined and does hereby determine the necessity for an order of the condemnation for said above described easement for drainage and street purposes; and

WHEREAS, the City of Freeport and Avalon Construction Co., Inc. have herewith and hereby agreed and compromised such condemnation in the following manner:

The City of Freeport, Texas will close and abandon the above described parts of Arbutus Street and Dixie Drive - and Avalon Construction Co., Inc. will relinquish its right of access through the use of such above described parts of such streets to State Highway 36 to the City of Freeport, Texas; and will grant to the City of Freeport the above described drainage easements and street easements;

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

SECTION ONE (1)

The finding of fact and conclusion of law contained in the above and foregoing paragraphs are hereby ratified, confirmed and adopted as finding of fact and conclusion of law of the City Council of the City of Freeport, Texas.

SECTION TWO (2)

The City Council of the City of Freeport, Texas does hereby order and ordain that Arbutus Street, a public street within the corporate city limits of the City of Freeport, Texas, be closed and abandoned from the North right-of-way line of West Broad Street, a public street within the corporate limits of the City of Freeport, Texas to the South right-of-way line of State Highway 36, a State Highway within the corporate city limits of the City of Freeport, Texas; and

DEED

Vol 933 Page 164

4.

that Dixie Drive, a public street within the corporate city limits of the City of Freeport, Texas be closed and abandoned from the North right-of-way line of West 4th Street, a public street within the corporate city limits of the City of Freeport, Texas to the South right-of-way line of State Highway 36, a State Highway within the corporate city limits of the City of Freeport, Texas.

SECTION THREE (3)

The Mayor, C. M. HELPINSTILL, and City Secretary, WM. M. PENNINGTON, of the City of Freeport, Texas are hereby authorized and directed to convey the interest of the City of Freeport in the above described portions of said streets so abandoned and closed to Avalon Construction Co., Inc., binding the City of Freeport thereby in exchange for the relinquishment of the right of Avalon Construction Co., Inc. to access to State Highway 36 by use of the above described closed portions of said streets and the granting to the City of Freeport, Texas of an easement for drainage purposes in, upon and along Dixie Drive extending 30 ft. in width along the entire length of the West right-of-way line of Dixie Drive from its intersection with the North right-of-way line of West 4th Street to the South right-of-way line of State Highway 36; and the granting of an easement for drainage and street purposes over and across land owned by Avalon Construction Co., Inc., being described as an extension of West 4th Street, a public street within the corporate city limits of the City of Freeport, Texas, between two parallel lines, such parallel line being the North and South right-of-way lines of West 4th Street extended from their intersection of the West right-of-way line of Dixie Drive to the East right-of-way line of the new extension of State Highway 288.

PASSED AND ADOPTED this 2nd day of March, A.D. 1964.

C. M. HELPINSTILL, MAYOR OF
THE CITY OF FREEPORT, TEXAS

ATTEST:

WM. M. PENNINGTON
CITY SECRETARY
CITY OF FREEPORT, TEXAS

FILED FOR RECORD
AT 2:25 O'CLOCK P.M.

FEB 9 1966

H. R. STEVENS, JR.
Clerk County Court, Galveston Co., Tex.
BY [Signature] DEPUTY

FEB-9-66 70902 • 2183 A MC-

320





City Council Agenda Item #7.

Title: Consideration and possible action to close and abandon the alley right of way in Block 176, Freeport Townsite and sell the alley right of way to the neighboring property owner and approving the City Attorney to draft an ordinance and deed and the Mayor to sign and the City Secretary to attest to such documents.

Date: May 20, 2024

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: Staff recommends closure of this alley ROW.

Item Summary: Staff from the apartment complex named Freeport Apartments located on Broad Street and Yaupon reached out to the city regarding the apartment buildings being located in our alley right of way. Staff's suggestion to them was for the city to sell the right of way to the apartments. The alley needs to be closed and abandoned to be able to sell.

Background Information: The apartment buildings were constructed in 1976 according to the Brazoria County Appraisal District. They are valued at \$4,890,280. No documentation could be found to show that the alley was ever closed and abandoned.

Special Considerations: None.

Financial Impact: The property was appraised at \$1,500. The City paid \$600 for the survey. The total owed to the City will be \$2,100.00

Board or 3rd Party Recommendation: None.

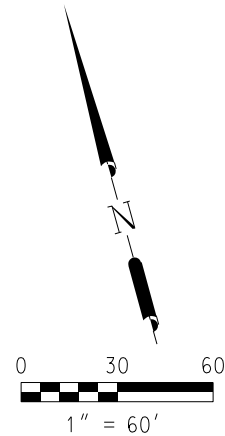
Supporting Documentation:

1. B176 Fpt Townsite Map
2. Block 176 Alley Survey
3. Appraisal of Alley



BRAZORIA COUNTY
TEXAS

FND. 5/8" I.R.



LATIGO LAND COMPANY LLC
CALLED 4.250 ACRES
2022-019565 B.C.O.R.

FND. 1/2" I.R.

ARBUTUS STREET (60' R.O.W.)

N 15°18'43" E
20.00'

FND. 1/2" I.R.

SET PK NAIL

SET PK NAIL

FND. 1/2" I.R.

LOT 1

LOT 2

LOT 3

LOT 4

TEJARET LLC
CALLED LOTS 1-8
2022069337 B.C.O.R.

S 74°41'17" E 400.00'

SUBJECT 0.184 ACRE

N 74°41'17" W 400.00'

B L O C K 1 7 6

LOT 8

LOT 7

LOT 6

LOT 5

S 15°18'43" W
20.00'

SET 5/8" I.R.

SET 5/8" I.R.
P.O.B.

FND. 1/2" I.R.
P.O.C.

WEST 4TH STREET (70' R.O.W.)

FND. 5/8" I.R.

FND. 1/2" I.R.

I, CHARLES D. WACHTSTETTER, REGISTERED PROFESSIONAL LAND SURVEYOR
DO HEREBY CERTIFY THAT THE ABOVE PLAT IS A TRUE REPRESENTATION OF A
SURVEY MADE UNDER MY SUPERVISION, ON THE GROUND, AND THAT THERE ARE
NO EXCESSES NOR INTRUSIONS ON THIS PROPERTY, EXCEPT AS SHOWN.
DATE SURVEYED: MAY 13, 2024

NOTES:

- ALL COORDINATES AND BEARINGS ARE RELATIVE TO THE TEXAS STATE PLANE COORDINATE SYSTEM, SOUTH CENTRAL ZONE (NAD 83).
- ALL DISTANCES ARE HORIZONTAL SURFACE LEVEL LENGTHS. (SF= 0.999864344)
- NO TITLE COMMITMENT WAS PROVIDED FOR THIS SURVEY. THERE MAY BE ITEMS OF RECORD WHICH AFFECT THIS PROPERTY NOT SHOWN HEREON.



Charles D. Wachtstetter
CHARLES D. WACHTSTETTER
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS REGISTRATION NUMBER 4547

M.B. NUCKOLS SURVEY
ABSTRACT 103

FND. 1/2" I.R.

LOT 1

LOT 2

B L O C K 1 6 5

LOT 8

LOT 7

SURVEY PLAT
OF
0.184 ACRE

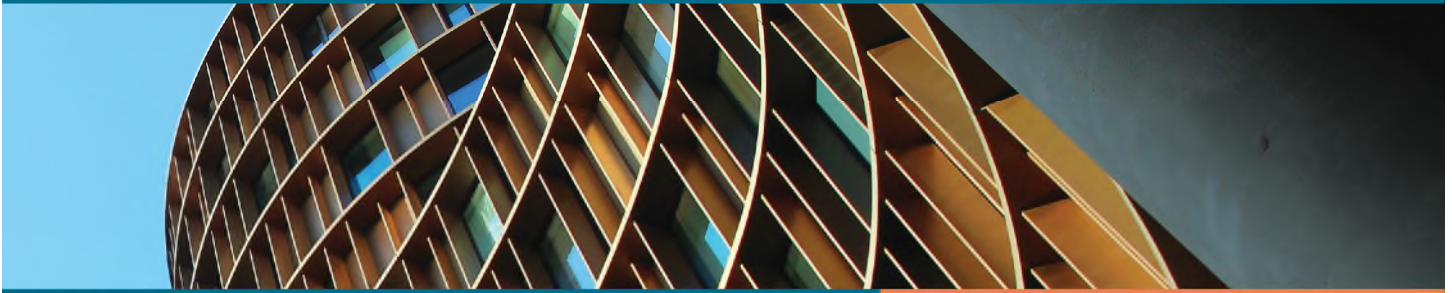
BEING A
20' WIDE PLATTED ALLEY
OUT OF
BLOCK 176 OF THE
DOW FIRST ADDITION
RECORDED IN
VOLUME 3, PAGE 162
OF THE
BRAZORIA COUNTY PLAT RECORDS
IN THE
M.B. NUCKOLS SURVEY
ABSTRACT 103
BRAZORIA COUNTY, TEXAS
FOR
THE CITY OF FREEPORT

310 YAUPON STREET



Doyle & Wachtstetter, Inc.
Surveying and Mapping GPS/GIS
131 COMMERCE STREET, CLUTE, TEXAS 77531

OFFICE: 979.265.3622 FIRM NO.: 10024500 FAX: 979.265.9940
SURVEYED: 5-13-24 BOOK NO.: FREEPORT V. 27 PROJECT NO.: 16587-24-01
DRAWN BY: C.SORTA 5-14-24 CHECKED: CDW 5-14-24 REVISED: NONE



The insight you need. The independence you trust.

Alleyway

310 Yaupon Street
Freeport, Texas 77541-5262

BBG File #0124010452

Prepared For

Mr. Ahsan Sattar
85 Eileen Drive
Cedar Grove, NJ 07009-1348

Report Date

May 17, 2024

Prepared By

BBG, Inc., Houston Office
4615 Southwest Freeway, Suite 400
Houston, TX 77027
713-942-8980

Client Manager: Grant Williamson, MAI
gwilliamson@bbgres.com

BBG Website

bbgres.com

May 17, 2024

Mr. Ahsan Sattar
85 Eileen Drive
Cedar Grove, NJ 07009-1348

Re: Appraisal of Real Property
Alleyway
310 Yaupon Street
Freeport, Texas 77541-5262
BBG File #0124010452

Dear Mr. Sattar:

In accordance with your authorization (per the engagement letter found in the *Addenda* of this report), an Appraisal Report of the above-referenced property has been prepared.

The subject of this appraisal consists of one parcel of land totaling 7,800 square feet or 0.18-acres, located along the west side of Yaupon Street and along the east side of Arbutus Street, within the City of Freeport, Texas. The subject is an undeveloped alleyway traversing the middle of a city block, east to west that is improved with the Ocean Breeze Apartment Complex. The undeveloped alley is improved with three apartment buildings traversing the middle of the alleyway north to south which limits the development potential of the subject site. The parcel is rectangular and narrow in shape, located within FEMA Zone X (Unshaded), an area located outside the 100-year and 500-year floodplain and is zoned MF – Multi-Family District by the City of Freeport Zoning Department. Per Brazoria County, the parcel does not have a tax ID number, a parcel number, legal description or current ownership. According to information provided by the client, the undeveloped alleyway was created per an original plat that was recorded in 1941, is owned by the City of Freeport and was never conveyed to the owner of Ocean Breeze Apartment Complex, Tejaret LLC.

As of the valuation date of this report, there is no owner of record according to Brazoria County Appraisal District; however, per information provided by the client, the subject is owned by the City of Freeport. Currently, the subject is not listed for sale or under a sales contract.

This Appraisal Report was prepared to conform with the requirements of the Uniform Standards of Professional Appraisal Practice (USPAP), and the December 2010 Interagency Appraisal and Evaluation Guidelines. This report has been written in accordance with the Code of Ethics and the Standards of Professional Practice of the Appraisal Institute. In addition, this report is intended to be in compliance with additional requirements of Mr. Ahsan Sattar (client) as applicable. This report is intended to be used by the intended user(s) named herein; no other party may rely upon the opinions presented in this report.

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the assignment results.

Extraordinary Assumption(s)	We are appraising the subject under the extraordinary assumption that the subject does not have a parcel number, tax ID number or legal description by Brazoria County. We are appraising the subject under the extraordinary assumption that the subject is owned by the City of Freeport.
Hypothetical Condition(s)	We are estimating a Market Value that the subject property is under the hypothetical condition that no improvements exist on the subject site and the property is vacant as of the effective date of this report.

Based on the analysis undertaken, the following value opinion(s) have been developed.

MARKET VALUE CONCLUSION(S)			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 12, 2024	\$1,500

This letter must remain attached to the report, which should be transmitted in its entirety, in order for the value opinion(s) set forth above to be relied upon by the intended user(s).

BBG, Inc. appreciates the opportunity to have performed this appraisal assignment on your behalf. If we may be of further service, please contact the Client Manager.

Sincerely,



John H. Wright, Jr., MAI
TX Certified General Appraiser
License #: 1321113-G
713-942-8980
jwright@bbgres.com



Christopher C. Contreras
TX Certified Appraiser Trainee
License #: 1340465
713-942-8980
ccontreras@bbgres.com

TABLE OF CONTENTS

Subject Property 1

Summary of Salient Facts..... 5

Property Transaction History 7

Scope of Work 8

Regional Overview 11

Primary Market Area Analysis 18

Site Description 21

Property Assessment and Tax Analysis 25

Highest and Best Use 26

Valuation Process 28

Land Valuation..... 29

Reconciliation and Final Value 37

Certification 38

Standard Assumptions and Limiting Conditions 39

Addenda 43

SUBJECT PROPERTY



View of two of the three apartment buildings traversing the undeveloped alleyway



View of two of the three apartment buildings traversing the undeveloped alleyway

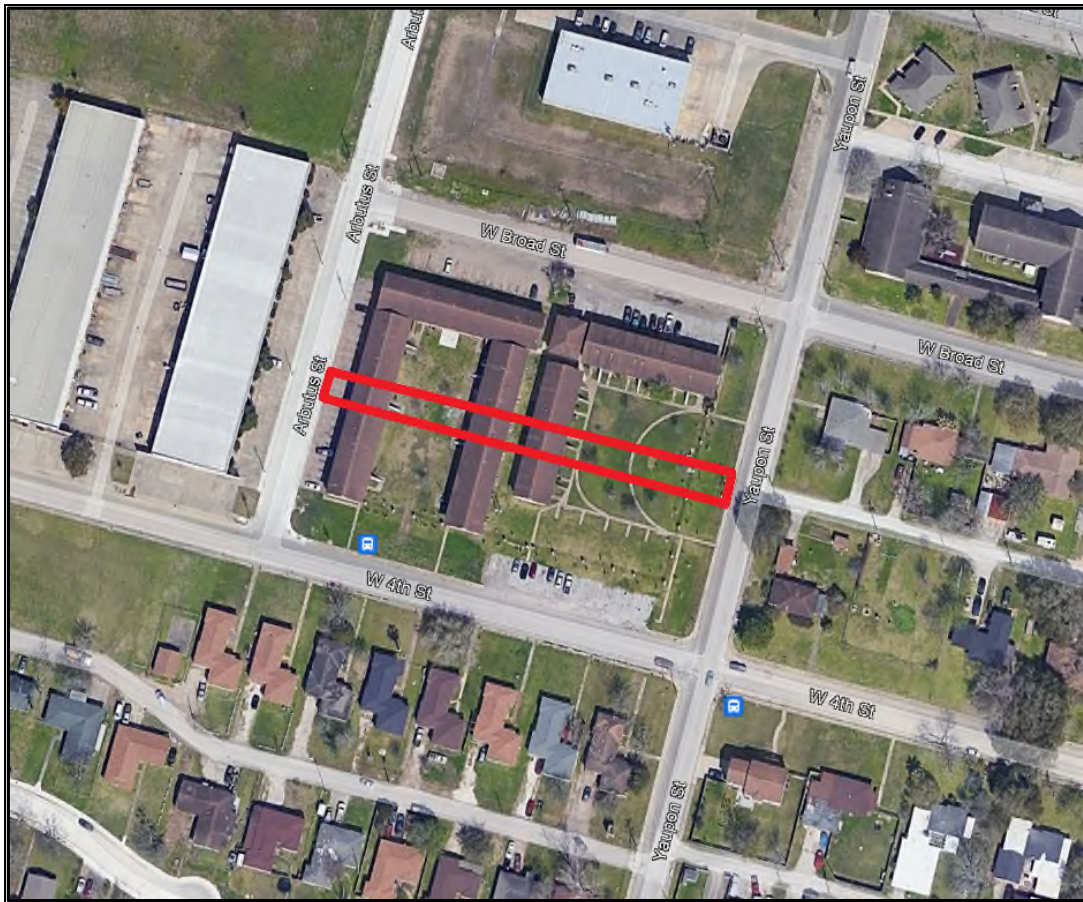


View of location of undeveloped alleyway from Yaupon Street, facing west



View of location of undeveloped alleyway from Arbutus Street, facing east

AERIAL PHOTOGRAPH



PARCEL MAP



SUMMARY OF SALIENT FACTS

APPRAISAL INFORMATION

Client	Mr. Ahsan Sattar 85 Eileen Drive, Cedar Grove, NJ 07009-1348
Intended User(s)	This appraisal report may only be relied upon by the client and intended user(s) named herein Mr. Ahsan Sattar.
Intended Use	This appraisal is to be used for asset valuation by Ahsan Sattar.
Property Rights Appraised	- Market Value Of The Fee Simple Interest In The Subject Property, As Is As Of February 12, 2024
Premise Summary	As Is Market Value - February 12, 2024
Marketing Time	12 months
Exposure Time	12 months
Owner of Record	None recorded by Brazoria County
Property Contact(s)	Ahsan Sattar - 608-695-3622
Most Probable Purchaser	Current apartment complex owner
Highest and Best Use	
If Vacant	Ancillary use for the existing apartment complex

PROPERTY DATA

Property Name	Alleyway
Address	310 Yaupon Street Freeport, Texas 77541-5262
Location	Located along the west side of Yaupon Street and along the east side of Arbutus Street, within the Ocean Breeze Apartment Complex
Property Description	Land (Undeveloped Alleyway)
County	Brazoria County
Parcel Number	None recorded by Brazoria County
Census Tract No.	6644.00
Legal Description	None recorded by Brazoria County
Site Area	
Primary Site	7,800 square feet (0.18 acres)
Zoning	MF; Multi-Family District
Flood Status	Zone X (unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.

RISK SUMMARY

Advantages	The subject is not located within a FEMA flood zone.
Challenges	Rising interest rates are a concern for real estate investors as it may compress returns and impact financing alternatives. Inflation remains a chief concern among investors and lenders. Should inflation not come in line with Federal Reserve targets quickly, the risk of additional prime interest rate hikes will remain elevated. The undeveloped alley is improved with three apartment buildings traversing the middle of the alley north to south which limits the development potential of the subject site.

VALUE INDICATIONS**1) As Is as of February 12, 2024**

Land Value	\$1,500	\$0.19	Per Square Foot of Land
Approach Reliance	Land Value		
Value Conclusion - As Is	\$1,500	\$0.19	Per Square Foot of Land
Exposure Time (Months)	12		
Marketing Time (Months)	12		

EXTRAORDINARY ASSUMPTION(S) AND HYPOTHETICAL CONDITION(S)

The values presented within this appraisal report are subject to the extraordinary assumptions and hypothetical conditions listed below. Pursuant to the requirement within Uniform Standards of Professional Appraisal Practice Standards, it is stated here that the use of any extraordinary assumptions and/or hypothetical conditions might have affected the assignment results.

Extraordinary Assumption(s)	We are appraising the subject under the extraordinary assumption that the subject does not have a parcel number, tax ID number or legal description by Brazoria County. We are appraising the subject under the extraordinary assumption that the subject is owned by the City of Freeport.
Hypothetical Condition(s)	We are estimating a Market Value that the subject property is under the hypothetical condition that no improvements exist on the subject site and the property is vacant as of the effective date of this report.

PROPERTY TRANSACTION HISTORY

According to the Brazoria County Appraisal District, the subject does not have current ownership; however, per information provided by the client, the subject is owned by the City of Freeport, who has owned the subject in an excess of three years and has never been conveyed to the owner of Ocean Breeze Apartment Complex, Tejaret LLC. Furthermore, current ownership of Ocean Breeze Apartment Complex, in which the undeveloped alleyway traverses, is planning on purchasing the parcel from the City of Freeport. No other transactions have occurred within the past three years to our knowledge. Please note, however, that this information is included only to satisfy the requirements of USPAP. It is not intended as a guarantee to the change of title, and a title search should be performed by a title company should a definitive abstract be desired.

SCOPE OF WORK

The scope of work best defines the needs of the client(s) and intended user(s) of the report and dictates what factors an appraiser considered during the valuation process. The scope of work summarized below has been deemed acceptable as it meets or exceeds both the expectations of parties who are regularly intended users for similar assignments and what an appraiser’s peers’ actions would be in performing the same or a similar assignment. As such, the scope of work summarized below is deemed appropriate for this assignment based on its parameters and will produce credible assignment results. Additional scope details are included in appropriate sections of this report.

SCOPE OF THE INVESTIGATION															
General and Market Data Analyzed	- Regional economic data and trends - Market analysis data specific to the subject property type - Published survey data - Neighborhood demographic data - Comparable cost, sale, rental, expense, and capitalization rate data - Floodplain status - Zoning information - Assessor’s information - Interviewed professionals knowledgeable about the subject’s property type and market														
Inspection Details	David McKenery conducted a physical inspection of the subject property on February 12, 2024.														
Property Specific Data Requested and Received	<table><tr><th colspan="2">PROPERTY DATA RECEIVED</th></tr><tr><td colspan="2">Survey</td></tr></table>	PROPERTY DATA RECEIVED		Survey											
PROPERTY DATA RECEIVED															
Survey															
Data Requested, but not Provided	<table><tr><th colspan="2">DATA REQUESTED, BUT NOT PROVIDED</th></tr><tr><td colspan="2">None</td></tr></table>	DATA REQUESTED, BUT NOT PROVIDED		None											
DATA REQUESTED, BUT NOT PROVIDED															
None															
Data Sources	<table><tr><th colspan="2">DATA SOURCES</th></tr><tr><td>Site Size</td><td>Appraiser's Measurements</td></tr><tr><td>Tax Data</td><td>Brazoria County Tax Office</td></tr><tr><td>Zoning Information</td><td>City of Freeport</td></tr><tr><td>Flood Status</td><td>FEMA</td></tr><tr><td>Demographics Reports</td><td>Spotlight</td></tr><tr><td>Comparable Land Sales</td><td>CoStar, BBG Database, Brokers</td></tr></table>	DATA SOURCES		Site Size	Appraiser's Measurements	Tax Data	Brazoria County Tax Office	Zoning Information	City of Freeport	Flood Status	FEMA	Demographics Reports	Spotlight	Comparable Land Sales	CoStar, BBG Database, Brokers
DATA SOURCES															
Site Size	Appraiser's Measurements														
Tax Data	Brazoria County Tax Office														
Zoning Information	City of Freeport														
Flood Status	FEMA														
Demographics Reports	Spotlight														
Comparable Land Sales	CoStar, BBG Database, Brokers														

VALUATION METHODOLOGY	
Most Probable Buyer	To apply the most relevant valuation methods and data, the appraiser must first determine the most probable buyer of the subject property. Based on the analyses presented, the most probable buyer of the subject property would be the Ocean Breeze Apartment Complex Owner.
Valuation Methods Utilized	This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Since no improvements exist on site, the Cost Approach is not relevant. The property generates no income and is not typically marketed, purchased or sold on the basis of anticipated lease income; thus, the Income Capitalization Approach was precluded. The client also requires a valuation of the land, as if vacant, and an insurable replacement cost of the improvements.

DEFINITIONS	
Pertinent definitions, including the definition of market value, are included in the glossary, located in the <i>Addenda</i> of this report. The following definition of market value is used by agencies that regulate federally insured financial institutions in the United States:	
Market Value	The most probable price which a property should bring in a competitive and open market under all conditions requisite to a fair sale, the buyer and seller each acting prudently and knowledgeably, and assuming the price is not affected by undue stimulus. Implicit in this definition are the consummation of a sale as of a specified date and the passing of title from seller to buyer under conditions whereby: • Buyer and seller are typically motivated; • Both parties are well informed or well advised, and acting in what they consider their best interests; • A reasonable time is allowed for exposure in the open market; • Payment is made in terms of cash in U.S. dollars or in terms of financial arrangements comparable thereto; and • The price represents the normal consideration for the property sold unaffected by special or creative financing or sales concessions granted by anyone associated with the sale.^[1]

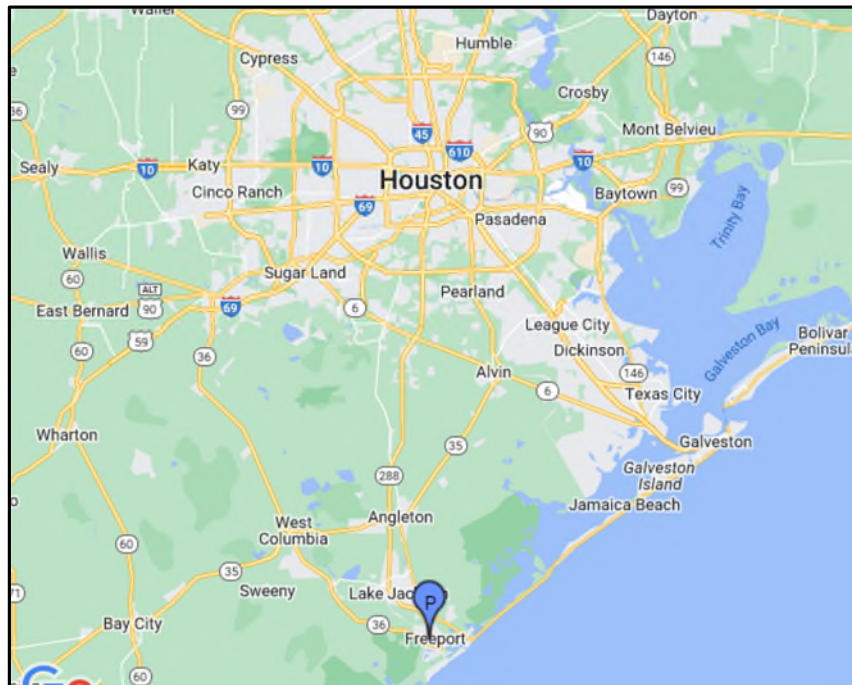
^[1] (Interagency Appraisal and Evaluation Guidelines; December 10, 2010, Federal Register, Volume 75 Number 237, Page 77472)

LEVEL OF REPORTING DETAIL

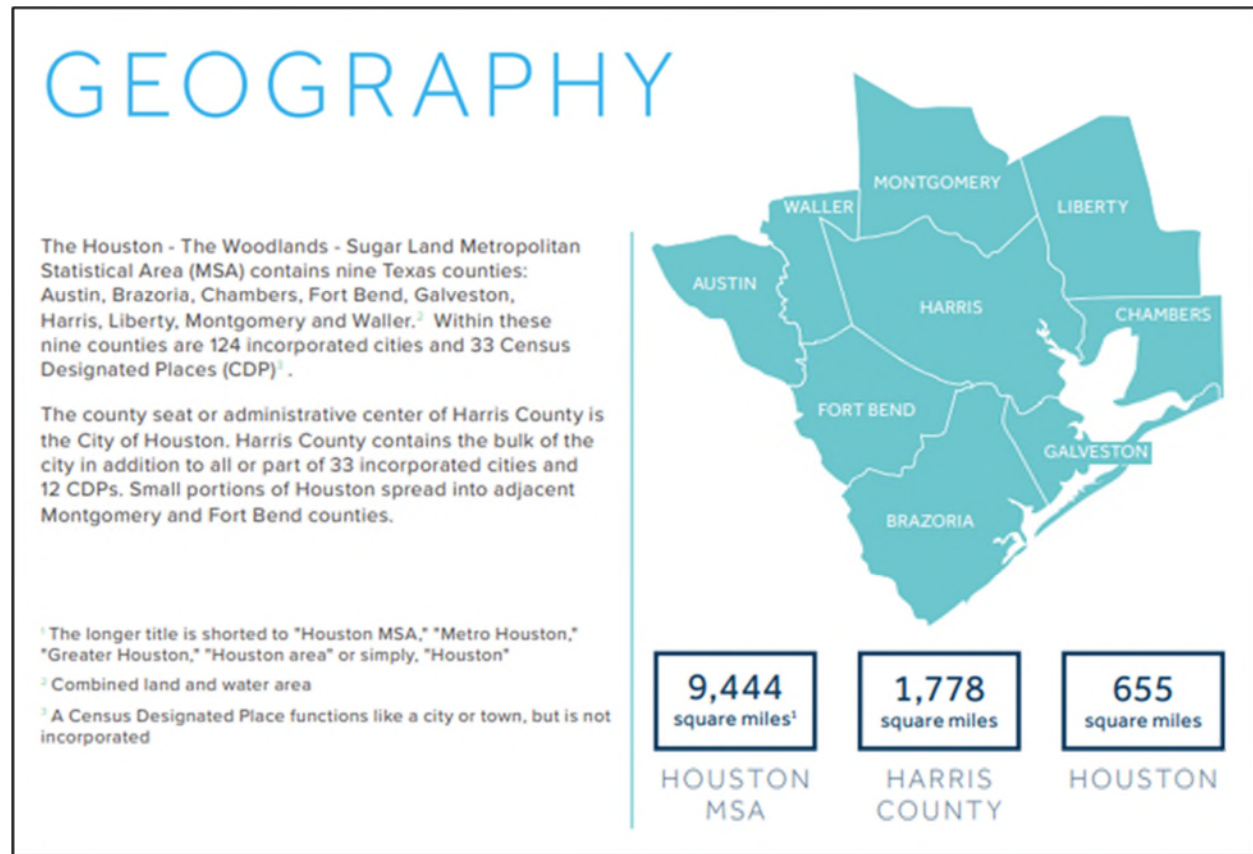
Standards Rule 2-2 (Real Property Appraisal, Reporting) contained in USPAP requires each written real property appraisal report to be prepared as either an Appraisal Report or a Restricted Appraisal Report.

This report is prepared as an **Appraisal Report**. An Appraisal Report must at a minimum summarize the appraiser's analysis and the rationale for the conclusions.

The subject is located in the City of Freeport, which is part of the Houston Regional Area. The Houston–The Woodlands–Sugar Land MSA is the fifth-most populous metropolitan statistical area (MSA) in the United States, encompassing nine counties along the Gulf Coast in southeastern Texas. With a population of 6,997,384 people as of the 2018 United States Census and over 7 million in 2020, the MSA is the second-most populous in Texas after the Dallas–Fort Worth metroplex. Colloquially referred to as Greater Houston, the 10,000-square-mile region centers on Harris County, the third-most populous county in the nation, which contains the city of Houston—the largest economic and cultural center of the South—with a population of 2.3 million. Greater Houston is part of the Texas Triangle megaregion along with the Dallas–Fort Worth metroplex, Greater Austin, and Greater San Antonio.



GEOGRAPHIC FORCES



The Houston-Galveston-Brazoria CMSA consists of three Primary Metropolitan Statistical Areas (PMSAs): Houston PMSA (Austin, Chambers, Fort Bend, Harris, Liberty, Montgomery, and Waller Counties); Galveston-Texas City PMSA (Galveston County); and Brazoria PMSA (Brazoria County). For convenience, the longer titles are shortened to Houston CMSA, Houston PMSA, Galveston PMSA and Brazoria PMSA.

MOODY'S ECONOMY.COM METROPOLITAN SUMMARY

The subject is in an area which is included within the Houston Metropolitan Statistical Area (MSA). The following information is taken from Moody's Economy.com February 2024 (the most recent) Metropolitan Summary of the MSA.

RECENT PERFORMANCE

Houston-The Woodlands-Sugar Land's economy decelerated in the latter part of 2023, with job growth now no higher than the national rate. In particular, core manufacturing and distribution have declined, and only healthcare experienced consistent above-average increases. However, because of earlier strength, most industries outperformed their national counterparts on a year-over-year basis. On the positive side, the local PMI rose in the latest reporting month to above 50, signaling the possibility of a turnaround in manufacturing. The unemployment rate has been stable at about 4.4% throughout most of 2023. Although that is 0.5 percentage point above the national rate, part of the reason was above-average growth in the labor force. Housing market data have been mixed, with house prices rising over most of 2023 but home sales falling during that time.

2017	2018	2019	2020	2021	2022	INDICATORS	2023	2024	2025	2026	2027	2028
450.3	469.5	486.2	477.9	486.1	491.3	Gross metropolitan product (C17 \$ bil)	513.6	533.7	549.1	566.8	586.5	607.9
0.8	4.3	3.6	-1.7	1.7	1.1	% change	4.5	3.9	2.9	3.2	3.5	3.6
3,019.8	3,087.4	3,159.5	3,000.7	3,072.7	3,247.5	Total employment (th)	3,354.8	3,433.7	3,476.7	3,512.6	3,546.2	3,581.0
0.9	2.2	2.3	-5.0	2.4	5.7	% change	3.3	2.4	1.3	1.0	1.0	1.0
5.1	4.4	3.8	8.7	6.3	4.2	Unemployment rate (%)	4.3	4.1	4.0	3.9	3.8	3.8
7.6	6.9	4.4	2.7	10.9	6.2	Personal income growth (%)	6.6	6.2	6.0	6.1	6.1	6.2
63.6	66.1	67.5	69.0	71.0	74.9	Median household income (\$ th)	78.4	81.2	84.1	87.4	90.7	94.2
6,902.3	6,988.8	7,072.7	7,141.4	7,214.4	7,348.5	Population (th)	7,484.1	7,600.0	7,703.3	7,801.8	7,901.1	8,001.3
1.5	1.3	1.2	1.0	1.0	1.9	% change	1.8	1.5	1.4	1.3	1.3	1.3
39.8	32.3	32.6	26.8	40.7	94.0	Net migration (th)	87.5	66.8	56.5	52.4	53.8	55.5
36,348	40,511	39,507	50,175	52,740	47,899	Single-family permits (#)	49,592	38,430	40,157	42,180	41,623	40,469
6,047	16,967	24,165	20,625	16,544	28,027	Multifamily permits (#)	18,422	19,113	15,972	14,008	11,718	10,758
4.1	4.5	3.9	4.4	9.6	15.9	FHFA house price index (% change)	4.6	-0.5	-2.5	-1.5	-0.7	1.2

OIL AND GAS DRILLING

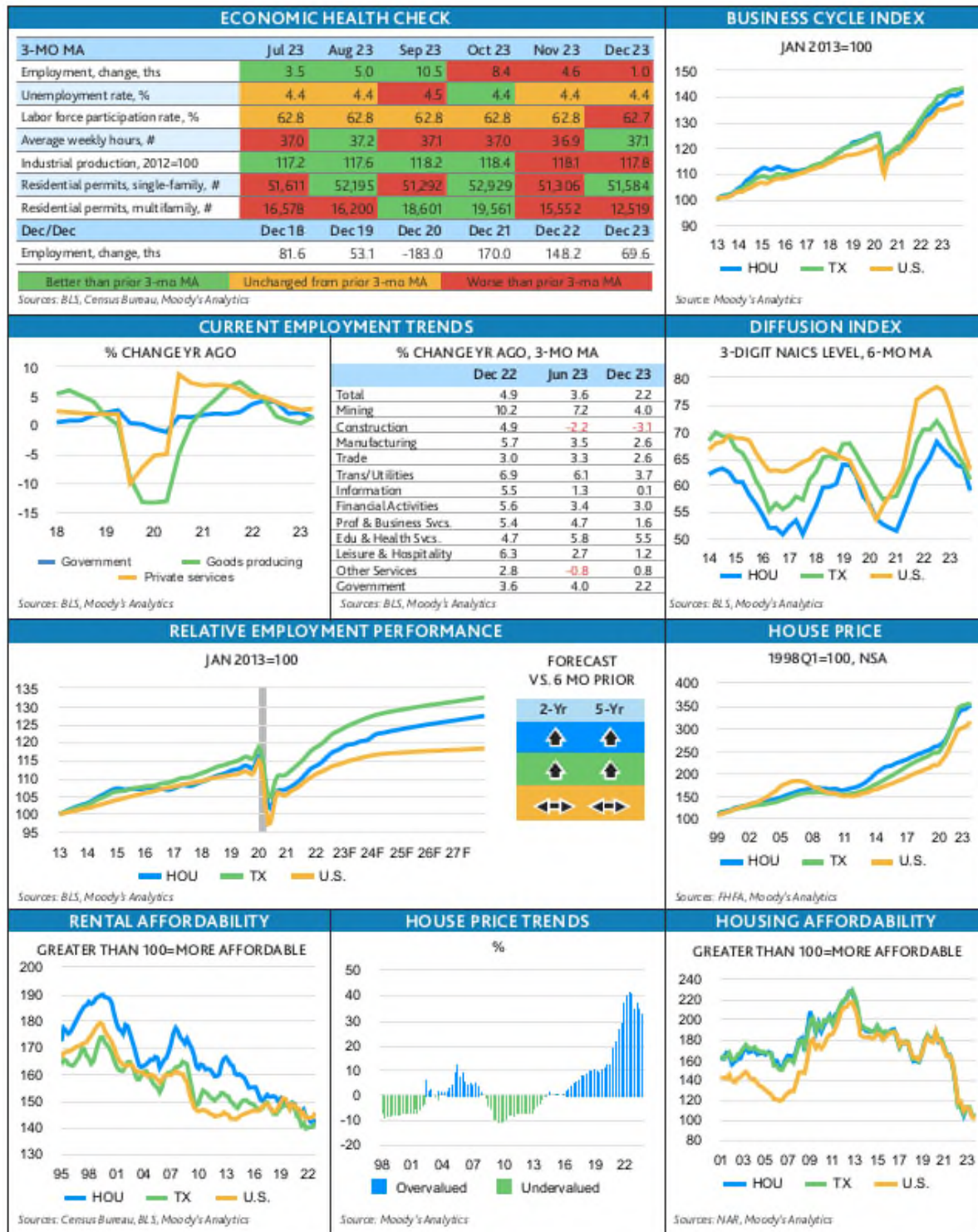
Mining will gradually rebound in 2024 as the price of West Texas Intermediate stabilizes in the range of \$80 per barrel, enough to stimulate new exploration. Active drill rigs in Texas, which produces about half of U.S. oil, dropped by more than 25% in the first half of 2023 while prices were dropping and then stabilized in the second half. However, during that time, production soared to record levels as companies boosted drilling efficiency. This activity supported HOU's manufacturing of drilling equipment and supplies and will drive a rebound in active rigs as productivity gains diminish. An upside risk for the industry would be if the conflict in the Middle East were to amplify the effect of previous OPEC supply cuts, but the likelihood of this outcome has declined. Longer term, the prospects are positive. As Europe seeks alternative sources of natural gas to replace that from Russia, local drillers will be beneficiaries since U.S. natural gas prices are much lower. However, this will require development of the infrastructure needed to transport the gas.

DISTRIBUTION

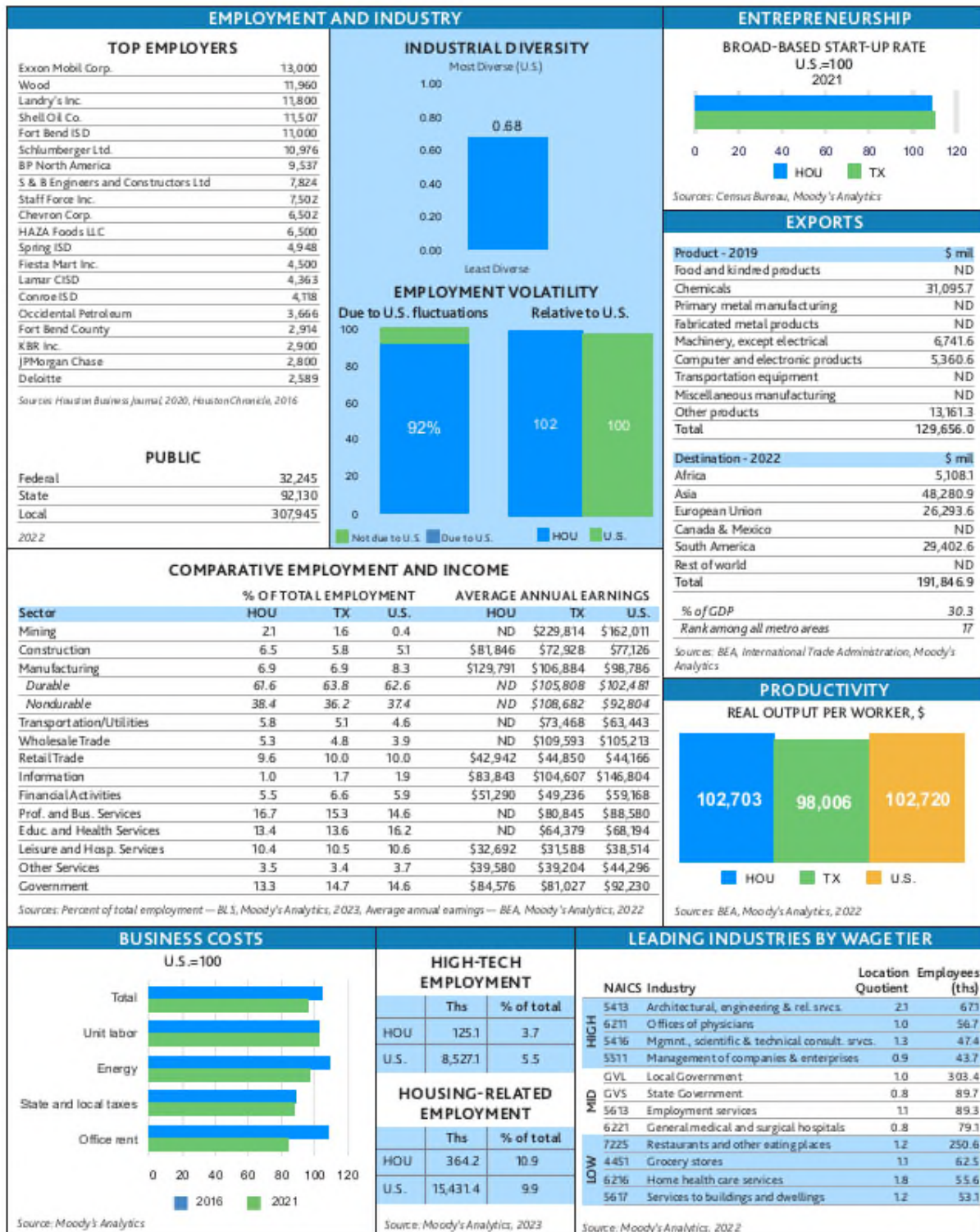
The logistics industry will improve in 2024. Although cargo values through the Port of Houston's two container terminals were down modestly in 2023 from the record activity in 2022, the small decrease was due to technical factors. Exports during the year were especially strong, driven by the demand for resin. As the global economy recovers this year, activity will grow further. On the supply side, the port's expansion of the Bayport Container Terminal's dock is a key factor. Moreover, the port is making additional investments, utilizing \$142 million from the Infrastructure Investment and Jobs Act as part of the funds needed to widen and deepen the Houston Ship Channel. On the import side, the driver of this investment is the steady long-term growth in the HOU economy. Population growth has been more than twice as fast as the national average over the past decade.

HOMEBUILDING

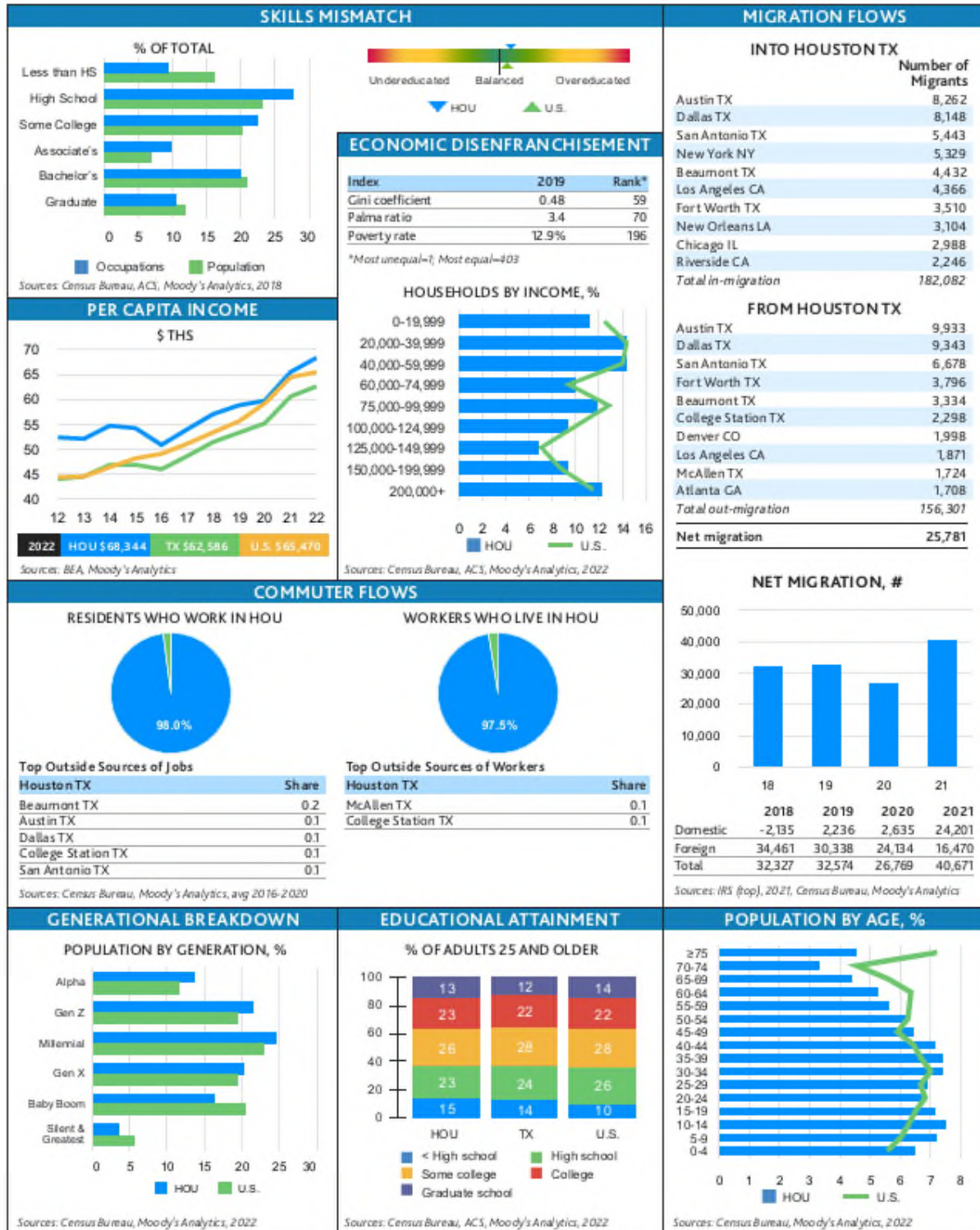
Residential construction will gradually rise as mortgage rates begin to ease later in 2024. New permits for single-family units declined by half over the course of 2022 while rates were rising but rebounded significantly in the first half of 2023. Moreover, house prices began recovering in March. Demographics, job growth and better affordability than in Dallas or Austin explain the better-than-average performance.



MOODY'S ANALYTICS / Pricis® U.S. Metro / February 2024



MOODY'S ANALYTICS / Précis® U.S. Metro / February 2024



MOODY'S ANALYTICS / Pricis® U.S. Metro / February 2024

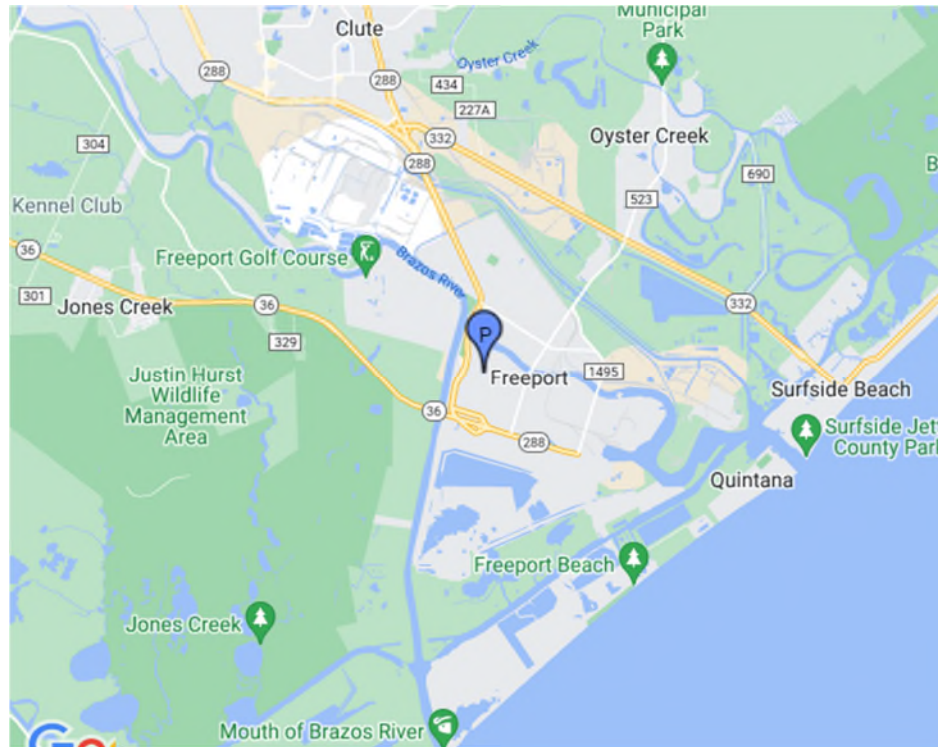
CONCLUSION

Houston-The Woodlands-Sugar Land will advance somewhat faster than the nation as a whole in 2024, as the oil industry and manufacturing improve. Longer term, the concentration of energy-related industries, above-average population growth, and expansion in housing, transportation and distribution will help propel above-average gains for the metropolitan area.



PRIMARY MARKET AREA ANALYSIS

The subject's primary market area is generally considered to be the city of Freeport, which covers ~17 square miles and has an estimated population of almost 11,000 as of the most recent Census data from 2020. These boundaries are considered appropriate since the properties within them exhibit similarities such as land usage, physical characteristics, price range, desirability and amenities.



ACCESS

MAJOR ROADWAYS

SH 288 extends north to the Houston CBD and south to the Gulf of Mexico and Freeport. SH 288 Business serves as a secondary arterial and commercial corridor throughout much of the market area. State Highway 35 provides direct west-northeast travel through the area to Alvin and Pearland, connecting with Loop 610 in Houston. In the southern portion of the area, State Highway 36 provides direct northwest-southeast travel through the area to Richmond/Rosenberg, connecting with US Hwy 59. SH 322 provides serves as a secondary east/west arterial in the southern portion as well. Overall, access to and through the market area is considered average.

AIR

Texas Gulf Coast Regional Airport, formerly known as Brazoria County Airport, serves the immediate area with charter and corporate air services. The airport covers 674 acres and offers one concrete-paved, 7,000-foot, lighted runway. At present, no regularly scheduled commercial passenger airline service is offered from this airfield. Houston's Hobby Airport is within an hour's drive, while Houston's George Bush Intercontinental Airport is an hour and a half away, both with most major commuter carriers.

LAND USE PATTERNS & SUPPORTIVE DEVELOPMENT

Land use in the market area generally follows development trends for suburban communities. More intense commercial uses are located along primary traffic carriers and major intersections, while residential uses are situated in interior sections. Development in the area consists primarily of single-family residences with new subdivisions having been built in the past 20 years. Multifamily uses tend to be situated in buffer areas between institutional/commercial areas and single-family neighborhoods. Major retail destinations include the SH 288 Business (Walmart Supercenter and Kroger) and SH 35 (H-E-B), as well as the Brazos Mall at the northwest quadrant of SH 288 and SH 332 in Lake Jackson. Office uses in the area are typically located along major arterials as well. In the subject's immediate area, a handful of office buildings are located in and near the Central Brazoria County Business Park, along SH 288 Business north of Loop 523, and are occupied by companies such as Hurst Technologies, Bench-mark Electronics, and Intermediacy. Large tracts of vacant land can be found throughout the market area.

The primary market area is heavily influenced by the Port of Freeport and Freeport Petrochemical Complex. The area is home to major employers such as DowChemical and the Chevron Phillips Chemical Company.

LIFE STAGES & TRENDS

The area's most substantial economic growth began with the construction of Dow Chemical Company facilities in the city during 1939. Freeport has the company's largest single manufacturing site in the 21st century. In 1942 the company acquired 5,000 acres outside of town at the Abner Jackson Plantation and developed it as a company community, now known as Lake Jackson. It was planned and designed by Michigan architect Alden B. Dow, son of the founder of Dow Chemical.

After decades of relative stability, the market area is in a growth stage of its life cycle. Residential growth within the secondary market area is anticipated to continue due to the good location characteristics, positive reputation of the area, and economic stability offered by the major petrol chemical companies. Multi-family and commercial improvements in the area are typically in average to good condition, and the over-all appearance of the market area ranges from average to good. As the residential base within the subject market area continues to expand, supporting commercial development can be anticipated to continue in order to meet the demand generated by this residential base. Overall, the market area continues to attract residents and is expected to remain in a stage of moderate growth for the foreseeable future.

ECONOMY

Brazoria County is one of Texas' most fertile agricultural areas, one of the regions, more prolific fuel and mineral areas, and in recent decades, the location of one of the world's largest basic chemical manufacturing complexes. The primary economic bases of the county include chemical manufacturing, petroleum processing, offshore production maintenance services, diversified manufacturing including pacemakers and computer chips, biochemical and electronic industries, commercial fishing, and agriculture. In addition, the area's deep waterway and port facilities, sports fishing services and tourism are major components of the county's economic base.

DEMOGRAPHIC DATA

The data below summarizes the primary trade area demographics for the 1-, 3-, and 5-mile radii from the address of the subject, as provided by Claritas, Inc.

COMPARATIVE DEMOGRAPHIC ANALYSIS FOR PRIMARY TRADE AREA			
	310 yaupon street - 1 mi.	310 yaupon street - 3 mi.	310 yaupon street - 5 mi.
Description	Totals	Totals	Totals
Population			
2029 Projection	5,975	10,653	16,193
2024 Estimate	5,966	10,654	16,046
2020 Census	5,947	10,639	15,882
2010 Census	6,535	11,975	17,491
2024 Est. Median Age	34.29	34.05	36.22
2024 Est. Average Age	36.75	36.57	37.95
Households			
2029 Projection	2,011	3,667	5,805
2024 Estimate	1,994	3,643	5,695
2020 Census	1,971	3,605	5,566
2010 Census	2,066	3,801	5,740
2024 Est. Average Household Size	2.98	2.91	2.80
2024 Est. Households by Household Income (%)			
Household Income < \$15,000	16.35	18.14	14.86
Household Income \$15,000 - \$24,999	10.53	11.26	10.45
Household Income \$25,000 - \$34,999	8.33	8.13	9.69
Household Income \$35,000 - \$49,999	17.35	14.19	13.70
Household Income \$50,000 - \$74,999	24.17	25.28	21.86
Household Income \$75,000 - \$99,999	7.47	8.81	9.73
Household Income \$100,000 - \$124,999	4.21	5.19	6.71
Household Income \$125,000 - \$149,999	4.06	3.57	4.62
Household Income \$150,000 - \$199,999	4.87	3.43	4.67
Household Income \$200,000 - \$249,999	1.61	1.18	1.88
Household Income \$250,000 - \$499,999	0.90	0.63	1.39
Household Income \$500,000+	0.20	0.14	0.44
2024 Est. Average Household Income	\$61,014	\$57,546	\$67,406
2024 Est. Median Household Income	\$47,822	\$48,225	\$51,358
2024 Est. Tenure of Occupied Housing Units (%)			
Owner Occupied	60.73	56.33	61.07
Renter Occupied	39.27	43.67	38.93
2024 Est. Median All Owner-Occupied Housing Value	\$110,337	\$108,371	\$122,402

Source: 2024 Claritas, Inc.

CONCLUSION

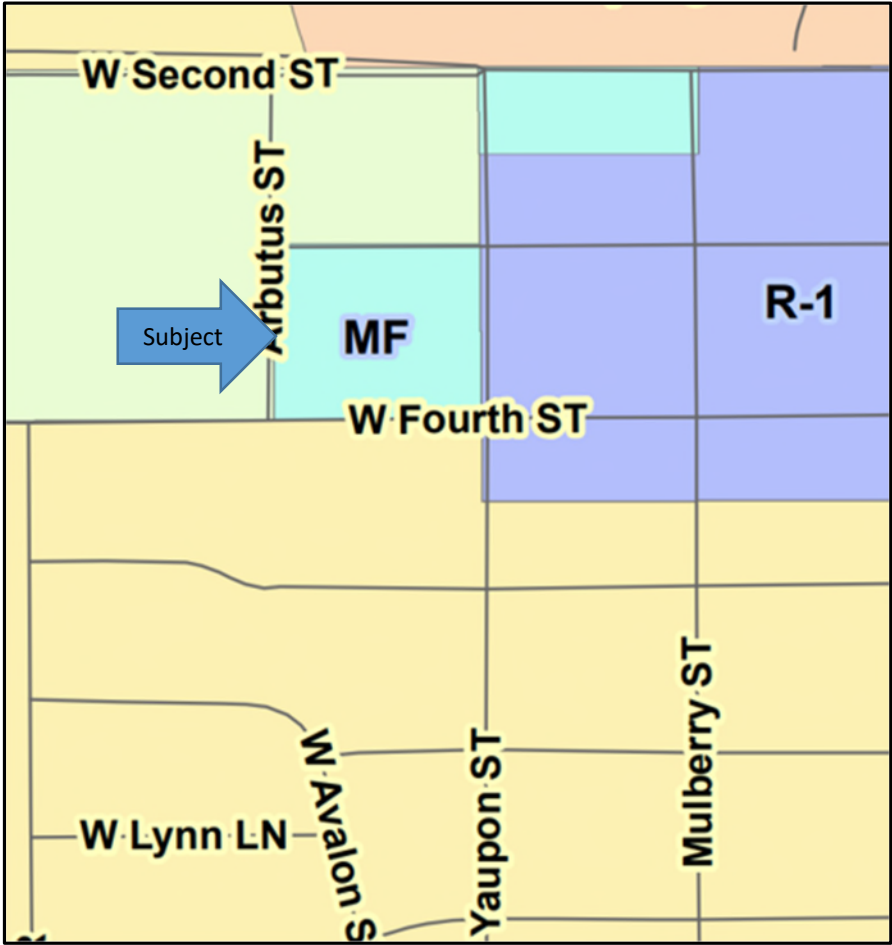
The subject market area is located ±55 miles south of the Houston CBD and is developed with a complementary mixture of residential and commercial uses. The area benefits from the presence of SH 288, which links the primary market area with other parts of the nearby Houston freeway system. Employment centers and shopping facilities are near the primary market area. Development in the area consists primarily of single-family residences with new subdivisions having been built in the past 20 years. The neighborhood is in a growth stage of the life cycle. Overall, outlook for the area is favorable into the foreseeable future.

SITE DESCRIPTION

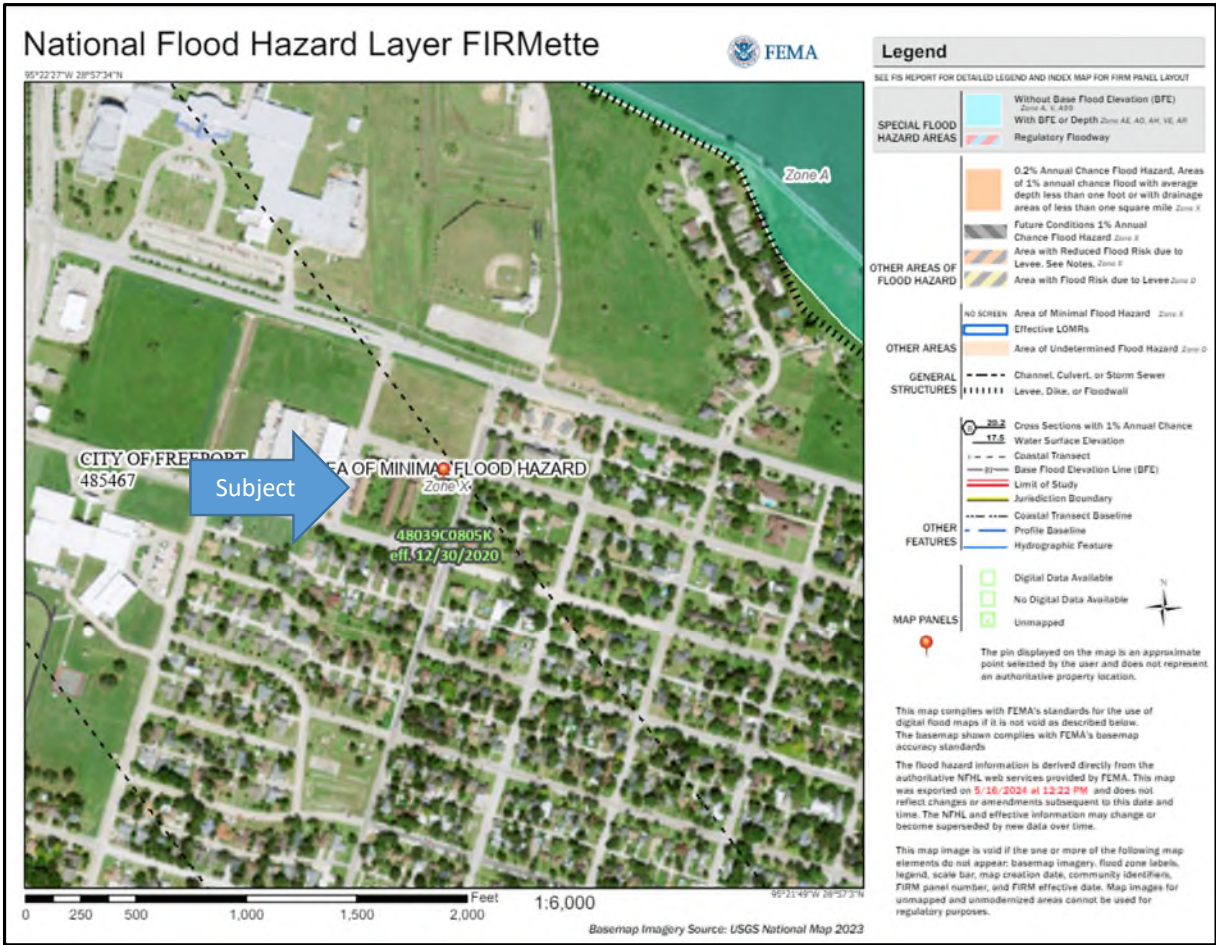
GENERAL SITE DESCRIPTION OVERVIEW			
Location	Located along the west side of Yaupon Street and along the east side of Arbutus Street, within the Ocean Breeze Apartment Complex		
Parcel Number	None recorded by Brazoria County		
Legal Description	None recorded by Brazoria County		
Latitude, Longitude	28.95499, -95.369307		
Configuration	Rectangular and Narrow		
Topography	Level		
Drainage	Appears adequate		
Utilities/Municipal Services	All available to site.		
Off-Site Improvements	None		
Floodplain	<u>Zone</u>	<u>Map</u>	<u>Date</u>
	Zone X (Unshaded)	48039C-0805K	December 30, 2020
	Zone X (unshaded) is a Non-Special Flood Hazard Area (NSFHA) of minimal flood hazard, usually depicted on Flood Insurance Rate Maps (FIRM) as above the 500-year flood level. This is an area in a low to moderate risk flood zone that is not in any immediate danger from flooding caused by overflowing rivers or hard rains. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone. In communities that participate in the National Flood Insurance Program (NFIP), flood insurance is available to all property owners and renters in this zone.		
Census Tract No.	6644.00		
Soil/Subsoil Conditions	We did not receive nor review a soil report. However, we assume that the soil's load-bearing capacity is sufficient to support existing and/or proposed structure(s). We did not observe any evidence to the contrary during our physical inspection of the property.		
Environmental Concerns	The inspecting appraiser did not observe any environmental issues and for the purpose of this appraisal, it is specifically assumed that none exist. No independent environmental studies were provided. This appraisal assignment was engaged to determine the market value of the property, independent of any potential environmental issues. In the event the property is determined to be impacted by environmental concerns, it could affect our appraisal conclusions.		
Easements, Encroachments and Deed Restrictions	None detrimental known		
Hazards Nuisances	None noted		
Frontage	20' of frontage along the west side of Yaupon Street and 20' of frontage along the east side of Arbutus Street		
Access	Access is provided along the west side of Yaupon Street and along the east side of Arbutus Street.		
Visibility	Average		
Surrounding Land Uses	Multi-Tenant Industrial Facility to the west; Ocean Breeze Apartment Complex to the north and south; Single-Family Residential Homes to the east.		
Transportation Facilities	Private vehicle is the primary mode of transportation in the area.		
Site Utility	Poor		
Comments	The subject is a 7,800 SF undeveloped alleyway traversing the middle of a city block east to west that is improved with the Ocean Breeze Apartment Complex. The undeveloped alley is improved with three apartment buildings traversing the middle of the alley north to south which limits the development potential of the subject site. The subject is rectangular and narrow, located within FEMA Zone Unshaded X and is Zoned MF – Multi-Family District by the City of Freeport Zoning Department.		

ZONING	
Designation	MF
Description	Multi-Family District
Zoning Intent	This district consists mainly of areas containing multiple-family development or which are centrally located or suitable for multiple-family development. In addition to the general purposes applying to all residential districts, the regulations of MF are designed to encourage the provision of conveniently located, maintained multi-family housing.
Compliance	The subject is currently a legal conforming use in this zoning district.
ZONING REQUIREMENTS	
Permitted Uses	Multi-Family uses.
Minimum Lot Size	6,250 SF
Minimum Lot Width	50'
Minimum Dwelling Unit Size	1,500 SF
Front (min. ft.)	25'
Rear, alley/no alley (min. ft.)	10'
Side (min. ft.) interior	12' (Interior) / 20' (Street)
Maximum Height	45'

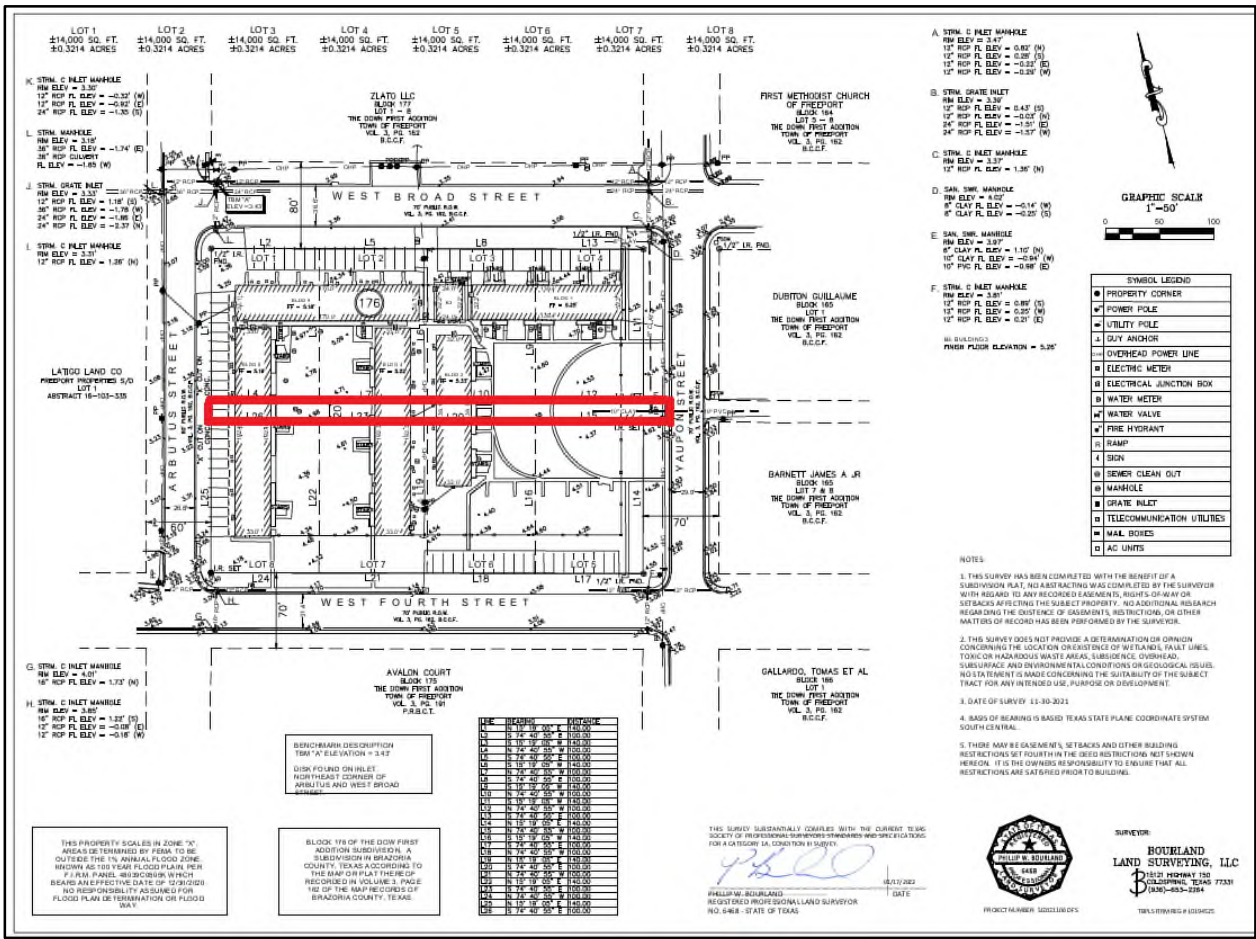
ZONING MAP



FLOOD MAP



SURVEY



PROPERTY ASSESSMENT AND TAX ANALYSIS

PARCEL MAP



PROPERTY ASSESSMENT AND TAX DATA

According to the Brazoria County Appraisal District and Brazoria Tax Office, the parcel does not have a tax ID number, a parcel number, legal description or current ownership. As such, no tax statements are recorded for the subject property.

HIGHEST AND BEST USE

INTRODUCTION

The highest and best use is the reasonable, probable, and legal use of vacant land or an improved property that is physically possible, legally permissible, appropriately supported, financially feasible and that results in the highest value. These criteria are often considered sequentially. The tests of legal permissibility and physical possibility must be applied before the remaining tests of financial feasibility and maximal productivity. A financially feasible use is precluded if it is legally prohibited or physically impossible. If a reasonable possibility exists that one of the prior, unacceptable conditions can be changed, is it appropriate to proceed with the analysis with such an assumption.

HIGHEST AND BEST USE CRITERIA

The site's highest and best use is analyzed both as vacant and as improved, and if improvements are proposed then an as proposed analysis is required. In all cases, the property's highest and best use must meet four criteria: (1) legally permissible; (2) physically possible; (3) financially feasible; and (4) maximally productive.

HIGHEST AND BEST USE AS VACANT

LEGALLY PERMISSIBLE

Legal restrictions include deed restrictions, CC&R's, lease encumbrances, zoning requirements, building codes, historic district controls and environmental regulations, and were previously analyzed to determine legally permitted uses. The subject is currently zoned MF, Multi-Family District by the City of Freeport Zoning Department, which allows for multi-family development. No other legal restrictions have been identified that would limit development of the property beyond the development standards stipulated by municipal code.

PHYSICALLY POSSIBLE

Size, shape, topography, soil condition, availability of utilities, transportation access, surrounding uses, and locational characteristics were previously analyzed to determine which legal land uses are physically possible and which are best to conform to the physical and locational aspects of the site and its setting with respect to the neighborhood and community. The subject site is 7,800 square feet or 0.18-acres in size, level, has all utilities to site, is rectangular and narrow in shape and is located within Zone X (Unshaded), an area located outside the 100-year and 500-year floodplain. As previously discussed, the parcel is an undeveloped alleyway traversing the middle of a city block, east to west that is improved with the Ocean Breeze Apartment Complex. The undeveloped alleyway is improved with three apartment buildings traversing the middle of the alleyway north to south which limits the development potential of the subject site. Given the subject's narrow shape, location within the Ocean Breeze Apartment Complex and the three apartment buildings located on the site, the site is best suited for ancillary use for the existing apartment complex.

FINANCIALLY FEASIBLE

Financial feasibility is determined by the relationship of supply and demand for the legally probable land uses versus the cost to create them. Due to the subject's physical limitations, the subject is not financially feasible.

MAXIMALLY PRODUCTIVE

The final test of highest and best use of the site as vacant is that the use be maximally productive, yielding the highest return to the land. Based on this analysis, ancillary use for the existing apartment complex renders the highest residual land value; therefore, ancillary use for the existing apartment complex is the maximally productive use of the subject as vacant.

VALUATION PROCESS

Valuation in the appraisal process generally involves three techniques, including the Cost Approach, Sales Comparison Approach and the Income Capitalization Approach.

These three valuation methods are defined in the following table:

VALUATION METHODS	DEFINITION
Cost Approach	In this approach, value is based on adding the contributing value of any improvements (after deductions for accrued depreciation) to the value of the land as if it were vacant based on its highest and best use. If the interest appraised is other than fee simple, additional adjustments may be necessary for non-realty interest and/or the impact of existing leases or contracts.
Sales Comparison Approach	In this approach, recent sales of similar properties in the marketplace are compared directly to the subject property. This comparison is typically accomplished by extracting "units of comparison", for example, price per square foot, and then analyzing these units of comparison for differences between each comparable and the subject. The reliability of an indication found by this method depends on the quality of the comparable data found in the marketplace.
Income Capitalization Approach	In this approach, a property is viewed through the eyes of a typical investor, whose primary objective is to earn a profit on the investment principally through the receipt of expected income generated from operations and the ultimate resale of the property at the end of a holding period.

VALUATION METHODS UTILIZED

This appraisal employs only the Sales Comparison Approach. Based on our analysis and knowledge of the subject property type and relevant investor profiles, it is our opinion that this approach would be considered necessary and applicable for market participants. Since no improvements exist on site, the Cost Approach is not relevant. The property generates no income and is not typically marketed, purchased or sold on the basis of anticipated lease income; thus, the Income Capitalization Approach was precluded. The client also requires a valuation of the land, as if vacant, and an insurable replacement cost of the improvements.

The valuation process is concluded by analyzing each approach to value used in the appraisal. When more than one approach is used, each approach is judged based on its applicability, reliability, and the quantity and quality of its data. A final value opinion is chosen that either corresponds to one of the approaches to value, or is a correlation of all the approaches used in the appraisal.

LAND VALUATION

METHODOLOGY

The Sales Comparison Approach is employed to develop an opinion of land value. In the Sales Comparison Approach, we developed an opinion of value by comparing similar, recently sold sites in the surrounding or competing area to the subject property. In order to determine the value of the subject property, these comparable sales and/or listings are then evaluated and adjusted based on their differences when compared to the subject property. Inherent in this approach is the principle of substitution, which states that when a property is replaceable in the market, its value tends to be set at the cost of acquiring an equally desirable substitute property, assuming that no costly delay is encountered in making the substitution.

The Sales Comparison Approach to value requires the following sequential steps:

Unit of Comparison	A unit of comparison (i.e. price per square foot, price per acre, price per dwelling unit) must be selected for comparable analysis of the sales and the subject. The selected unit of comparison must be consistent with market behavior.
Search for Sales	Research must be done to locate comparable sales, listings and contracts of sites that are similar to the subject. Similarities may include size, utility, zoning, physical characteristics, location and the date of the sale.
Confirmation	All sales must be confirmed to verify that the data used is accurate, and that all of the sales, listings or contracts represent arm's-length transactions.
Comparison	Each of the sales that is chosen for this valuation is considered generally similar to the subject. Therefore, each difference between the comparables and the subject must be identified, and then adjusted for the various differences. All adjustments are made to the comparables as they relate to the subject property.
Reconciliation	Once the comparables have been adjusted, a value must be concluded based on the indications produced from the analysis of the comparables.

ACROSS THE FENCE METHOD

Due to the small size, shape, and utility of the alleyway, we will analyze the fair market value using the Across the Fence Method. Across the Fence Method is defined by the Appraisal Institute in The Dictionary of Real Estate Appraisal, 7th Edition, 2022, page 3, as: "A land valuation method often used in the appraisal of corridors. The ATF Method is used to develop a value opinion based on comparison to abutting land." Therefore, we have utilized the Across the Fence Method to develop a value opinion based on a comparison to the 112,000 SF, 2.57 acre tract of land on which the Ocean Breeze Apartment Complex is developed and where the alleyway is located.

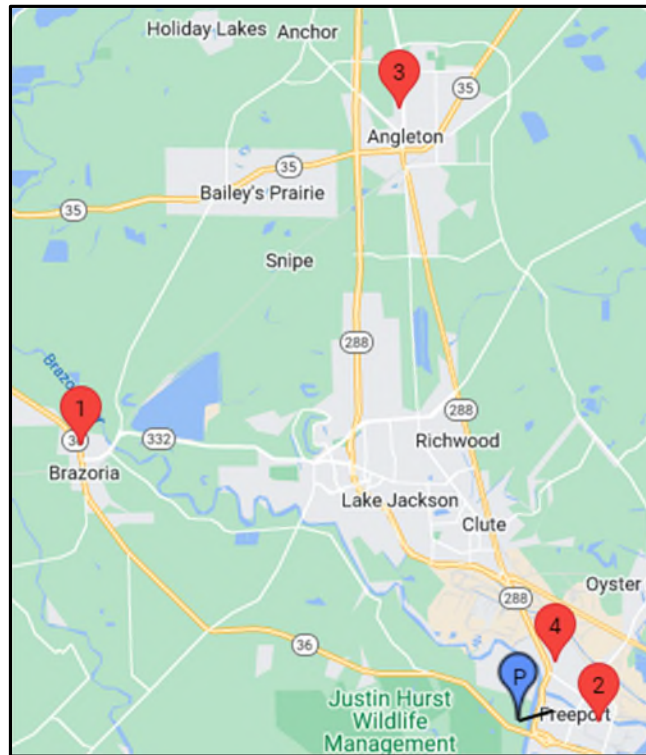
UNITS OF COMPARISON

Based on market behavior observed, the most appropriate unit of comparison for this analysis is price per square foot.

COMPARABLE LAND SALES

On the following pages, we present a summary of the properties that we compared to the subject property, a map showing their locations, and the adjustment process. In our research, we used similar comparables in terms of land size and characteristics etc. A search was conducted for land sales within the City of Freeport; however, few were found and verified. As such the search was expanded to the Freeport Regional Area. Our research concluded with three comparables that transacted between April 2022 and December 2023, with one current listing.

COMPARABLE LAND SALES MAP



COMPARABLE LAND SALES SUMMARY

SUMMARY OF LAND SALES									
Comp No.	Property / Location	Date of Sale	Transaction Status	Site Size (Net Acres)	Site Size (Net SF)	Zoning	Sale Price	Price per SF (Net)	Flood Zone
1	819 Masonic Oak Drive 819 Masonic Oak Drive Brazoria, TX	Dec-23	Closed	3.09	134,600	None, City of Brazoria	\$373,960	\$2.78	Zone X (Unshaded)
2	S/S of W 2nd Street, E of Ash Street West 2nd Street Freeport, TX	Aug-23	Closed	0.32	14,000	C-1, Retail Business District	\$40,500	\$2.89	Zone X (Unshaded)
3	1.69 Acres of Land 0 Clements Street Angleton, TX	Apr-22	Closed	1.69	73,491	C-G, Commercial General	\$125,000	\$1.70	Zone X (Unshaded)
4	NEC N Avenue J & Skinner Street North Avenue J Freeport, TX	---	Listing	1.97	85,813	C-1, Retail Business District	\$265,000	\$3.09	Zone X (Unshaded)
Subj.	Ocean Breeze Apartment Homes 310 Yaupon Street Freeport, TX	—	—	2.57	112,000	MF, Multi-Family District	---	---	Zone X (Unshaded)

COMPARABLE LAND SALES ADJUSTMENT GRID

COMPARABLE LAND SALE ADJUSTMENTS					
	Subject	Comp 1	Comp 2	Comp 3	Comp 4
Property / Location	Ocean Breeze Apartment Homes 310 Yaupon Street Freeport, TX	819 Masonic Oak Drive 819 Masonic Oak Drive Brazoria, TX	S/S of W 2nd Street, E of Ash Street West 2nd Street Freeport, TX	1.69 Acres of Land 0 Clements Street Angleton, TX	NEC N Avenue J & Skinner Street North Avenue J Freeport, TX
Transaction Status	-----	Closed	Closed	Closed	Listing
Date of Sale	-----	Dec-23	Aug-23	Apr-22	---
Site Size (SF)	112,000	134,600	14,000	73,491	85,813
Sale Price	---	\$373,960	\$40,500	\$125,000	\$265,000
Zoning	MF	None	C-1	C-G	C-1
Flood Zone	Zone X (Unshaded)	Zone X (Unshaded)	Zone X (Unshaded)	Zone X (Unshaded)	Zone X (Unshaded)
Unadjusted Price per SF	---	\$2.78	\$2.89	\$1.70	\$3.09
Transactional Adjustments					
Property Rights Conveyed	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>	<i>Fee Simple</i>
Adjustment		0%	0%	0%	0%
Financing Terms	<i>Cash to Seller</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>
Adjustment		0%	0%	0%	0%
Conditions of Sale	<i>Arm's Length</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>	<i>Listing</i>
Adjustment		0%	0%	0%	-10%
Expenditures Immed After Sale	<i>None</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>
Adjustment		0%	0%	0%	0%
Market Conditions	<i>Feb-24</i>	<i>Dec-23</i>	<i>Aug-23</i>	<i>Apr-22</i>	---
Adjustment		0.00%	0.00%	0.00%	0.00%
Total Transactional Adjustments		0%	0%	0%	-10%
Adjusted Price per SF		\$2.78	\$2.89	\$1.70	\$2.78
Property Adjustments					
		<i>Superior</i>	<i>Similar</i>	<i>Superior</i>	<i>Similar</i>
Location		-5%	0%	-10%	0%
	112,000	134,600	14,000	73,491	85,813
Net Site Size (SF)		5%	-15%	-5%	-5%
	MF	None	C-1	C-G	C-1
Zoning / Intended Use		-10%	-5%	-5%	-5%
	<i>Four Roadways</i>	<i>Superior</i>	<i>Inferior</i>	<i>Inferior</i>	<i>Superior</i>
Corner/Frontage		-5%	15%	15%	-5%
	<i>Rectangular and Narrow</i>	<i>Superior</i>	<i>Superior</i>	<i>Superior</i>	<i>Superior</i>
Shape / Configuration		0%	0%	0%	0%
	<i>All available to site</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>	<i>Similar</i>
Utilities / Infrastructure		0%	0%	0%	0%
	<i>Level</i>	<i>Level</i>	<i>Level</i>	<i>Level</i>	<i>Level</i>
Topography		0%	0%	0%	0%
	<i>Zone X (Unshaded)</i>	<i>Zone X (Unshaded)</i>	<i>Zone X (Unshaded)</i>	<i>Zone X (Unshaded)</i>	<i>Zone X (Unshaded)</i>
Flood Zone		0%	0%	0%	0%
	<i>Undeveloped Alleyway</i>	<i>Superior</i>	<i>Superior</i>	<i>Superior</i>	<i>Superior</i>
Easements / Encumbrances		-10%	-10%	-10%	-10%
Total Property Adjustments		-25%	-15%	-15%	-25%
Indication for Subject per SF		\$2.08	\$2.46	\$1.45	\$2.08

ADJUSTMENT PROCESS

The sales that we have utilized represent the best available information that could be compared to the subject property. The major elements of comparison for an analysis of this type include the property rights conveyed, the financial terms incorporated into a particular transaction, the conditions or motivations surrounding the sale, changes in market conditions since the sale, the location of the real estate, its physical traits and the economic characteristics of the property.

DISCUSSION OF ADJUSTMENTS

TRANSACTIONAL ADJUSTMENTS

PROPERTY RIGHTS CONVEYED

This adjustment accounts for any impact that the property rights transferred to the buyer may have on sale price. For leased fee properties, the length of leases in place and the relationship of market to contract rent could impact value. Some properties may have stronger appeal to an owner-user or an investor, resulting in a premium or discount associated with fee simple property rights. If a buyer acquires the leasehold interest in a comparable, then an adjustment may be necessary that accounts for the impact to the of ground rent and/or risk associated with the expiration of the ground lease to the sale price.

In our search we did not discover any price difference due to property rights and therefore did not make any adjustments.

FINANCING TERMS

This category accounts for differences in financing terms associated with the transaction. Financing arrangements that may require an adjustment include mortgage assumptions (at favorable interest rates), seller buydowns, installment sales, wrap-around loans, or any other atypical financing arrangements that do not represent cash-equivalent terms.

The comparable transactions did not include favorable financing; therefore, no adjustments were required for financing.

TERMS/CONDITIONS OF SALE

Adjustments for conditions of sale typically reflect various motivations of the buyer and/or seller. This may include such factors as seller distress (short sale, REO, auction) or buyer motivation (assemblage, etc.). In some situations, the conditions of sale may significantly affect transaction prices. Properties that are listed for sale may require adjustments herein to account for any disparity between asking prices and the achievable sale price anticipated.

Comparable Land Sales 1, 2 and 3 were reported to be arm's length transactions; thus, no adjustments were applied. The listing, Comparable 4, utilized in this analysis was adjusted downward 10% to reflect the discount to sale price from the list price. This adjustment was based on current trends in the market and, to allow for negotiations between the seller and purchaser and differences between the asking price and the actual contract price.

EXPENDITURES IMMEDIATELY AFTER SALE

In order to arrive at the effective sale price, the actual sale price of each comparable is adjusted to account for any expenditures planned by the buyer immediately after sale, such as capital expenditures, cost to cure deferred maintenance, or lease-up costs.

Comparable Land Sale 1 was improved with a single-family home with two garages totaling 2,792 SF. As such, the consideration price of \$360,000 was adjusted upward \$13,960 which represents the cost to demolish and remove the improvements ($2,792 \text{ SF} \times \$5.00/\text{SF} = \$13,960$) for a total consideration price of \$373,960. The remaining land comparables did not include expenditures after sale; therefore, no adjustments were required for expenditures after sale.

MARKET CONDITIONS

This time-adjustment category accounts for differences in economic conditions between the effective date of appraisal and the transaction date of the comparable, such as may be caused by changing supply and demand factors, rental rates, vacancy rates and/or capitalization rates.

Rising interest rates are a concern for real estate investors and inflation remains a chief concern among investors and lenders. However, we feel the sales generally reflect current market conditions. Therefore, we did not adjust for any market conditions.

PROPERTY ADJUSTMENTS

LOCATION

The appeal of a property's location to users of and/or investors in a particular property type can influence value significantly. This factor broadly considers the impact of demographics, geographical attributes, access to transportation networks and local land use trends on pricing. Comparisons of location can often be derived, or even quantified, by examining rent, vacancy, capitalization rate, and land value trends in the subject and directly competitive areas.

The apartment complex parcel is located along the west side of Yaupon Street, along the east side of Arbutus Street, along the south side of W Broad Street and along the north side of W 4th Street in an area of residential, industrial and educational development. Comparable Sale 1 is located along the east side of a Bucc-ee's Market and is superior in location, requiring a downward adjustment. Land Sale 3 is located south of the Four Corners Regional Shopping Center and a Walmart Supercenter and is superior in location, resulting in a downward adjustment. Comparable 2 and 4 are similar in location characteristics, warranting no adjustment to be made.

SITE SIZE (SF)

Size and pricing typically have an inverse relationship, whereby larger sites tend to achieve lower pricing on a per-square-foot basis. This is attributable to economies of scale, as well as the narrower pool of prospective buyers for a larger property.

The apartment complex parcel consists 112,000 square feet. Comparable Land Sale 1 is larger in size, requiring an upward adjustment. Conversely, Comparables 2, 3 and 4 are smaller in size and were adjusted downward.

ZONING / INTENDED USE

The value of vacant land is largely contingent upon its potential use. This factor considers the uses permitted by the applicable development standards, per the subject's zoning designation. The maximum density to which a property can be developed typically impacts total value positively; however, depending upon property type, location, and type of construction higher permitted densities can have an inverse relationship to pricing on a per-unit or per-square-foot basis.

The apartment complex parcel is zoned MF, Multi-Family District by the City of Freeport Zoning Department which allows for the development of multi-family properties. Comparable Land Sale 1 is located within the City of Brazoria which does not use zoning as a land development and was therefore is not zone, resulting in a downward

adjustment. Comparable Sales 2 and 4 are zoned C-1, Business District by the City of Freeport Zoning Department, which allows for a variety of retail, office, medical office, civic and special use developments. Land Sale 3 is zoned C-G, Commercial General District by the City of Angleton Zoning Department which allows for a variety of retail, office, medical office, civic and special use developments. Comparables 2, 3 and 4 are superior in permitted uses as compared to the subject and were adjusted downward.

CORNER INFLUENCE / FRONTAGE

Corner influence is generally regarded as superior over interior land due to the accessibility and exposure from intersecting roadways, as well as development flexibility with respect to ingress/egress. Furthermore, Properties located along major thoroughfares are generally considered superior to those located along secondary streets and typically command premium sales prices.

The apartment complex parcel has frontage along four secondary roadways within the City of Freeport. Comparables 1 and 4 are located along highly traveled primary roadways as compared W Broad Street, Yaupon Street, Arbutus Street and W 4th Street and were adjusted downward. Land Sales 2 and 3 are located along single secondary roadways, requiring upward adjustments.

SHAPE / CONFIGURATION

The configuration, shape, dimensions and depth of a site determine its developability and overall utility. These factors can impact development costs, usable area of the site, and thereby, achievable pricing. The subject site is comprised of a single parcel.

The apartment complex parcel is rectangular in shape and is conducive to development. All comparables are similar in this category and were not adjusted.

UTILITIES / INFRASTRUCTURE

Infrastructure adjustments may reflect differences in utility availability/capacity, developmental plans or other outside influences.

The apartment complex parcel site has access to all utilities. All of the comparables were considered similar to the subject and no adjustments were required for this category.

TOPOGRAPHY

Topography characteristics can influence pricing, as sites with more radical elevation changes typically increase site preparation/development costs when compared to a level site.

All of the comparables were considered similar to the subject and no adjustments were required for this category.

FLOOD ZONE

The prices of properties located within flood prone areas tend to be proportionately less than otherwise similar parcels not adversely affected by flood plain locations. This is due to the increased development costs associated with alleviating the problem as well as the fact that portions of the site may not be able to be developed or higher expenses related to insurance for buildings located in flood prone areas.

The apartment complex parcel is located within Zone X (Unshaded), an area located outside the 100-year and 500-year floodplain. All comparables are located within FEMA Zone X (Unshaded), warranting no adjustments to be made.

EASEMENTS / ENCUMBRANCES

This category may be used to illustrate differences in additional legal requirements (outside of zoning) such as reciprocal parking and/or access agreements, deed restrictions, easements, CCR's and other.

According to a survey and the county parcel map, an undeveloped alleyway traverses the apartment complex parcel east to west in the middle of the parcel. All comparables have no known easement or encumbrances and were adjusted downward.

LAND VALUE CONCLUSION

SALES SUMMARY	UNADJUSTED	ADJUSTED
Minimum	\$1.70	\$1.45
Maximum	\$3.09	\$2.46
Average	\$2.62	\$2.02

After adjustments, the comparable land sales reflect a range from \$1.45 to \$2.46 per square foot, with an average of \$2.02 per square foot. Emphasis was placed on the mean of all the land comparables due to having similar gross adjustments and similar Total Property Adjustment Percentages. Based on the data available and the analyses presented, the indicated value of the apartment complex parcel by the Sales Comparison Approach is \$2.00 per square foot and is presented within the following table.

LAND VALUE CONCLUSION - OCEAN BREEZE APARTMENT PARCEL	
Indicated Value per SF	\$2.00
Land Area (SF)	x 112,000
Total Indicated As Is Value	\$224,000
Rounded to nearest \$500	\$224,000
Per SF (Net)	\$2.00

VALUE CONCLUSION - ALLEYWAY

As previously discussed, the undeveloped alley is improved with three apartment buildings traversing the middle of the alleyway north to south which limits the development potential of the subject site. Furthermore, the subject is rectangular in shape and is 20' in width, strictly limiting the development of the subject. We have discounted the indicated value per square foot of the apartment complex parcel 90% due to the limited development factors as well as the extinction of property rights. This equates to \$0.20/SF, which is used to value the 7,800 SF alleyway parcel and is presented within the following table.

LAND VALUE CONCLUSION - ALLEYWAY	
Indicated Value per SF	\$0.20
Land Area (SF)	x 7,800
Total Indicated As Is Value	\$1,560
Rounded to nearest \$500	\$1,500
Per SF (Net)	\$0.19

RECONCILIATION AND FINAL VALUE

SUMMARY OF VALUE INDICATIONS

VALUE INDICATIONS			
1) As Is as of February 12, 2024			
Land Value	\$1,500	\$0.19	Per Square Foot of Land
Approach Reliance	Land Value		
Value Conclusion - As Is	\$1,500	\$0.19	Per Square Foot of Land
Exposure Time (Months)	12		
Marketing Time (Months)	12		

FINAL OPINION(S) OF VALUE

Based on the inspection of the property and the investigation and the analysis undertaken, we have developed the following value opinion(s).

MARKET VALUE CONCLUSION(S)			
Appraisal Premise	Interest Appraised	Date of Value	Value Conclusion
Market Value - As Is	Fee Simple	February 12, 2024	\$1,500

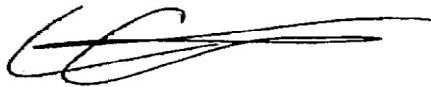
CERTIFICATION

We certify that, to the best of our knowledge and belief:

1. The statements of fact contained in this report are true and correct.
2. The reported analyses, opinions, and conclusions are limited only by the reported assumptions and limiting conditions and are our personal, impartial, and unbiased professional analyses, opinions, and conclusions.
3. We have no present or prospective interest in the property that is the subject of this report and no personal interest with respect to the parties involved with this assignment.
4. We have no bias with respect to the property that is the subject of this report or to the parties involved with this assignment.
5. Our engagement in this assignment was not contingent upon developing or reporting predetermined results.
6. Our compensation for completing this assignment is not contingent upon the development or reporting of a predetermined value or direction in value that favors the cause of the client, the amount of the value opinion, the attainment of a stipulated result, or the occurrence of a subsequent event directly related to the intended use of this appraisal.
7. This appraisal assignment was not based upon a requested minimum valuation, a specific valuation, or the approval of a loan.
8. Our analyses, opinions, and conclusions were developed, and this report has been prepared, in conformity with the Uniform Standards of Professional Appraisal Practice, as well as the requirements of the state of Texas.
9. The reported analyses, opinions, and Value Indications were developed, and this report has been prepared, in conformity with the requirements of the Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute.
10. The use of this report is subject to the requirements of the Appraisal Institute relating to review by its duly authorized representatives.
11. As of the date of this report John H. Wright, Jr., has completed the continuing education program for Designated Members of the Appraisal Institute.
12. Christopher C. Contreras and John H. Wright, Jr., MAI have not and David McKenery has made a personal inspection of the property that is the subject of this report.
13. No one provided significant real property appraisal assistance to the person signing this certification.
14. Christopher C. Contreras and John H. Wright, Jr. MAI have not provided services, as an appraiser or in any other capacity, regarding the property that is the subject of this report within the three-year period immediately preceding the agreement to perform this assignment.



John H. Wright, Jr., MAI
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713-942-8980
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Christopher C. Contreras
TX Certified Appraiser Trainee
License #: 1340465
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STANDARD ASSUMPTIONS AND LIMITING CONDITIONS

This appraisal report has been made with the following general assumptions:

- 1) Notwithstanding that Appraiser may comment on, analyze or assume certain conditions in the appraisal, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way.
 - e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the appraisal report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the appraisal report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.

- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether or not it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
 - g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report.
 - h) It is assumed the subject property is not adversely affected by the potential of floods; unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any proposed buildings.
 - i) Unless otherwise stated within the appraisal report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's inspection.
 - j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report. Further, unless so stated in the appraisal report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
 - k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
 - l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
 - m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the appraisal report.
- 2) If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the

inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.

- 3) If provided, the estimated insurable value is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable value purposes. The Appraiser is not familiar with the definition of insurable value from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraiser is not a cost expert in cost estimating for insurance purposes.
- 4) The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. This appraisal is based on market conditions existing as of the date of this appraisal.
- 5) The value opinions reported herein apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated by any other application.
- 6) Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
- 7) The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
- 8) Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
- 9) If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
- 10) Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.

- 11) The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
- 12) The submission of the appraisal report constitutes completion of the services authorized and agreed upon. Such appraisal report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any subsequent required attendance at conferences, depositions, or judicial or administrative proceedings. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. The Client has the sole responsibility for obtaining a protective order, providing legal instruction not to appear with the appraisal report and related work files, and will answer all questions pertaining to the assignment, the preparation of the report, and the reasoning used to formulate the opinion of value. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work.
- 13) Client shall not disseminate, distribute, make available or otherwise provide any Appraisal Report prepared hereunder to any third party (including without limitation, incorporating or referencing the Appraisal Report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the Appraisal Report provided that either Appraiser has received an acceptable release from such third party with respect to such Appraisal Report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the Appraisal Report to such third party, (b) any third party service provider (including rating agencies and auditors) using the Appraisal Report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the Appraisal Report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of an Appraisal Report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the Appraisal Report.

ADDENDA

Glossary	A
Letter of Engagement	B
Comparable Land Sales	C
Appraiser Qualifications and Licenses	D

GLOSSARY

Appraisal: (noun) the act or process of developing an opinion of value; an opinion of value. (adjective) of or pertaining to appraising and related functions such as appraisal practice or appraisal services.⁷

Appraisal Practice: valuation services performed by an individual acting as an appraiser, including but not limited to appraisal and appraisal review.⁷

Appraisal Review: (noun) the act or process of developing an opinion about the quality of another appraiser's work (i.e., a report, part of a report, a workfile, or some combination of these), that was performed as part of an appraisal or appraisal review assignment, (adjective) of or pertaining to an opinion about the quality of another appraiser's work that was performed as part of an appraisal or appraisal review assignment.⁷

Appraiser: one who is expected to perform valuation services competently and in a manner that is independent, impartial and objective.⁷

Appraiser's Peers: other appraisers who have expertise and competency in a similar type of assignment.⁷

Assessed Value: The value of a property according to the tax rolls in ad valorem taxation; may be higher or lower than market value, or based on an assessment ratio that is a percentage of market value.¹

Asset:

1. Any item, the rights to which may have economic value, including financial assets (cash or bonds), business interests, intangible assets (copyrights and trademarks), and physical assets (real estate and personal property).
2. In general business usage, something owned by a business and reflected in the owner's business sheet.

Asset: A resource controlled by the entity as a result of past events and from which future economic benefits are expected to flow to the entity.²

Assignment: a valuation service that is provided by an appraiser as a consequence of an agreement with a client.⁷

Assignment Conditions: Assumptions, extraordinary assumptions, hypothetical conditions, laws and regulation, jurisdictional exceptions, and other conditions that affect the scope of work.⁷

Assignment Elements: Specific information needed to identify the appraisal or appraisal review problem: client and any other intended users, intended use of the appraiser's opinions and conclusions, type and definition of value; effective date of the appraiser's opinions and conclusions; subject of the assignment and its relevant characteristics; and assignment conditions.⁷

Assignment Results: An appraiser's opinions or conclusions, not limited to value, that were developed when performing an appraisal assignment, an appraisal review assignment, or a valuation service other than an appraisal or appraisal review.⁷

Bias: a preference or inclination that precludes an appraiser's impartiality, independence, or objectivity in an assignment.⁷

Business Enterprise: an entity pursuing an economic activity.⁷

Business Equity: the interests, benefits, and rights inherent in the ownership of a business enterprise or a part thereof in any form (including, but not necessarily limited to, capital stock, partnership interests, cooperatives, sole proprietorships, options, and warrants).⁷

Capital Expenditure: Investments of cash (or the creation of liability) to acquire or improve an asset, e.g., land, buildings, building additions, site improvements, machinery, equipment; as distinguished from cash outflows for expense items that are normally considered part of the current period's operations. Also referred to as Cap Ex.¹

Cash Equivalency Analysis: An analytical process in which the sale price of a transaction with nonmarket financing or financing with unusual conditions or incentives is converted into a price expressed in terms of cash or its equivalent.¹

Client: the party or parties (i.e., individual, group or entity) who engage an appraiser by employment or contract in a specific assignment, whether directly or through an agent.⁷

Condominium Ownership: A form of fee ownership of separate units or portions of multiunit buildings that provides for formal filing and recording of a divided interest in real estate.¹

Confidential Information:

1: information that is either:

- Identified by the client as confidential when providing it to a valuer and that is not available from any other source, or
- Classified as confidential or private by applicable law or regulation.

2: Information that is either

- Identified by the client as confidential when providing it to an appraiser and that is not available from any other source; or
- Classified as confidential or private by applicable law or regulation *
- NOTICE: For example, pursuant to the passage of the Gramm-Leach-Bliley Act in November 1999, some public agencies have adopted privacy regulations that affect appraisers. The Federal Trade Commission (FTC) issued two rules. The first rule (16 CFR 313) focuses on the protection of "non-public personal information" provided by consumers to those involved in financial activities "found to be closely related to banking or usual in connection with the transaction of banking." These activities include "appraising real or personal property." The second rule (16 CFR 314) requires appraisers to safeguard customer non-public personal information. Significant liability exists for appraisers should they fail to comply with these FTC rules.⁷

Cost: the actual or estimated amount required to create, reproduce, replace or obtain a property.⁷

Cost Approach: A set of procedures through which a value indication is derived for the fee simple interest in a property by estimating the current cost to construct a reproduction of (or replacement for) the existing structure, including an entrepreneurial incentive, deducting depreciation from the total cost, and adding the estimated land value. Adjustments may then be made to the indicated fee simple value of the subject property to reflect the value of the property interest being appraised.¹

Credible: worthy of belief.⁷

Deferred Maintenance: Items of wear and tear on a property that should be fixed now to protect the value or income-producing ability of the property, such as a broken window, a dead tree, a leak in the roof, or a faulty roof that must be completely replaced. These items are almost always curable.¹

Disposition Value: The most probable price that a specified interest in real property should bring under the following conditions: 1) Consummation of a sale within a specific time, which is short than the typical exposure time for such a property in that market. 2) The property is subjected to market conditions prevailing as of the date of valuation. 3) Both the buyer and seller are acting prudently and knowledgeably. 4) The seller is under compulsion to sell. 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) An adequate marketing effort will be made during the exposure time. 8) Payment will be made in cash in U.S. dollars (or the local currency) or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration of the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.¹

Economic Life: The period over which improvements to real estate contribute to property value.¹

Effective Date: the date to which the appraiser's analysis, opinions and conclusions apply, also referred to as date of value.⁷

Effective Gross Income Multiplier (EGIM): The ratio between the sale price (or value) of a property and its effective gross income.¹

Effective Rent: Total base rent, or minimum rent stipulated in a lease, over the specified lease term minus rent concessions, the rent that is effectively paid by a tenant net of financial concessions provided by a landlord.¹

Exposure Time: an opinion, based on supporting market data, of the length of time that the property interest being appraised would have been offered on the market prior to the hypothetical consummation of a sale at the market value on the effect date of the appraisal.⁷

Extraordinary Assumption: an assignment-specific assumption as of the effective date regarding uncertain information used in an analysis which, if found to be false, could alter the appraiser's opinions or conclusions.⁷

Fair Market Value:

1. In nontechnical usage, a term that is equivalent to the contemporary usage of market value.
2. As used in condemnation, litigation, income tax, and property tax situations, a term that is similar in concept to market value but may be defined explicitly by the relevant agency. For example, one definition of *fair market value* provided by the Internal Revenue Service for certain purposes is as follows: The price at which the property would change hands between a willing buyer and a willing seller, neither being under any compulsion to buy or to sell and both having reasonable knowledge of relevant facts. The fair market value of a particular item of property includible in the decedent's gross estate is not to be determined by a forced sale price. Nor is the fair market value of an item of property to be determined by the sale price of the item in a market other than that in which such item is most commonly sold to the public, taking into account the location of the item wherever appropriate. (IRS Regulation §20.2031-1)¹

Fair Share:

1. A share of a fund or deposit that is divided or distributed proportionately.
2. A share of a burden or obligation that is divided proportionately; e.g., a tenant in a multitenant building or development may be required to pay a pro rata share of the building's operating expenses based on the number of square feet the tenant occupies. In a shopping center, the tenant's share of operating costs is often stated as a fraction, with the gross leasable area of the tenant's premises as the numerator and the gross leasable area or gross leased area of the entire shopping center as the denominator.
3. The share of a trade area that a retail facility is likely to capture; assumes that capture is a function of property size as a proportion of the overall inventory of competitive space in the trade area, i.e., that the facility captures a "fair share" of the trade area.¹

Fair Value:

1. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. (FASB)
2. The estimated price for the transfer of an asset or liability between identified knowledgeable and willing parties that reflects the respective interests of those parties. (This does not apply to valuations for financial reporting.) (IVS).¹
3. The price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date.²

Feasibility Analysis: a study of the cost benefit relationship of an economic endeavor.¹

Fee Simple Estate: Absolute ownership unencumbered by any other interest or estate, subject only to the limitations imposed by the governmental powers of taxation, eminent domain, police power, and escheat.¹

Floor Area Ratio (FAR): The relationship between the above-ground floor area of a building, as described by the zoning or building code, and the area of the plot on which it stands; in planning and zoning, often expressed as a decimal, e.g., a ratio of 2.0 indicates that the permissible floor area of a building is twice the total land area.¹

Going Concern:

1. An established and operating business having an indefinite future life.
2. An organization with an indefinite life that is sufficiently long that, over time, all currently incomplete transformations [transforming resources from one form to a different, more valuable form] will be completed.¹

Gross Building Area (GBA):

1. Total floor area of a building, excluding unenclosed areas, measured from the exterior of the walls of the above-grade area. This includes mezzanines and basements if and when typically included in the market area of the type of property involved.
2. Gross leasable area plus all common areas.
3. For residential space, the total area of all floor levels measured from the exterior of the walls and including the super structure and substructure basement; typically does not include garage space.¹

Highest and Best Use:

1. The reasonably probable use of property that results in the highest value. The four criteria that the highest and best use must meet are legal permissibility, physical possibility, financial feasibility, and maximum productivity.
2. The use of an asset that maximizes its potential and that is possible, legally permissible, and financially feasible. The highest and best use may be for continuation of an asset's existing use or for some alternative use. This is determined by the use that a market participant would have in mind for the asset when formulating the price that it would be willing to bid. (IVS).
3. [The] highest and most profitable use for which the property is adaptable and needed or likely to be needed in the reasonably near future. (Uniform Appraisal Standards for Federal Land Acquisitions)¹

Hypothetical Condition: a condition, directly related to a specific assignment, which is contrary to what is known by the appraiser to exist on the effective date of the assignment results, but is used for the purpose of analysis.⁷

Income Capitalization Approach: Specific appraisal techniques applied to develop a value indication for a property based on its earning capability and calculated by the capitalization of property income.¹

Inspection: Personal observation of the exterior or interior of the real estate that is the subject of an assignment performed to identify the property characteristics that are relevant to the assignment, such as amenities, general physical condition, and functional utility. Note that this is not the inspection process performed by a licensed or certified building inspector.¹

Insurable Value: A type of value for insurance purposes.¹

Intangible Property (intangible Assets): Nonphysical assets, including but not limited to franchises, trademarks, patents, copyrights, goodwill, equities, securities, and contracts as distinguished from physical assets such as facilities and equipment.⁷

Intended Use: the user(s) of an appraiser's reported appraisal or appraisal review assignment results, as identified by the appraiser based on communication with the client at the time of the assignment.⁷

Intended User: the client and any other party as identified, by name or type, as users of the appraisal or appraisal review report by the appraiser, based on communication with the client at the time of the assignment.⁷

Internal Rate of Return ("IRR"): The annualized yield rate or rate of return on capital that is generated or capable of being generalized within an investment of portfolio over a period of ownership. Alternatively, the indicated return of capital associated with a projected or pro forma income stream. The discount rate that equates the present value of the net cash flows of a project with the present value of the capital investment. It is the rate at which the Net Present Value (NPV) equals zero. The IRR reflects both the return on invested capital and the return of the original investment, which are basic considerations of potential investors. Therefore, deriving the IRR from analysis of market transactions of similar properties having comparable income patterns is a proper method for developing market discount rates for use in valuations to arrive at Market Value. Used in discounted cash flow analysis to find the implied or expected rate of return of the project, the IRR is the rate of return which gives a zero net present value (NPV). See also equity yield rate (YE); financial management rate of return (FMRR); modified internal rate of return (MIRR); yield rate (Y).¹

Investment Value: 1) The value of a property to a particular investor or class of investors based on the investor's specific requirements. Investment value may be different from market value because it depends on a set of investment criteria that are not necessarily typical of the market. 2) The value of an asset to the owner or a prospective owner for individual investment or operational objectives. (IVS)¹

Jurisdictional Exception: an assignment condition established by applicable law or regulation, which precludes an appraiser from complying with a part of USPAP.⁷

Leasehold Interest: The right held by the lessee to use and occupy real estate for a stated term and under the conditions specified in the lease.¹

Leased Fee Interest: The ownership interest held by the lessor, which includes the right to receive the contract rent specified in the lease plus the reversionary right when the lease expires.¹

Liquidation Value: The most probable price that a specified interest in real

property should bring under the following conditions: 1) Consummation of a sale within a short time period; 2) The property is subjected to market conditions prevailing as of the date of valuation; 3) Both the buyer and seller are acting prudently and knowledgeably; 4) The seller is under extreme compulsion to sell; 5) The buyer is typically motivated. 6) Both parties are acting in what they consider to be their best interests. 7) A normal marketing effort is not possible due to the brief exposure time 8) Payment will be made in cash in U.S. dollars or in terms of financial arrangements comparable thereto. 9) The price represents the normal consideration for the property sold, unaffected by special or creative financing or sales concessions granted by anyone associated with the sale. This definition can also be modified to provide for valuation with specified financing terms.¹

Load Factor: A measure of the relationship of common area to useable area and therefore the quality and efficiency of building area layout, with higher load factors indicating a higher percentage of common area to overall rentable space than lower load factors; calculated by subtracting the amount of useable area from the rentable area and then dividing the difference by the useable area:¹

Load Factor =

$$\frac{(\text{Rentable Area} - \text{Useable Area})}{\text{Useable Area}}$$

Market Value: a type of value stated as an opinion, that presumes the transfer of a property (i.e., a right of ownership or a bundle of such rights), as of a certain date, under specific conditions set forth in the value definition that is identified by the appraiser as applicable in an appraisal.⁷

Market Value "As If Complete" On The Appraisal Date: Market value as if complete on the effective date of the appraisal is an estimate of the market value of a property with all construction, conversion, or rehabilitation hypothetically completed, or under other specified hypothetical conditions as of the date of the appraisal. With regard to properties wherein anticipated market conditions indicate that stabilized occupancy is not likely as of the date of completion, this estimate of value should reflect the market value of the property as if complete and prepared for occupancy by tenants.

Market Value "As Is" On The Appraisal Date: Value As Is -The value of specific ownership rights to an identified parcel of real estate as of the effective date of the appraisal; relates to what physically exists and is legally permissible and excludes all assumptions concerning hypothetical market conditions or possible rezoning. See also effective date; prospective value opinion.

Market Value of the Total Assets of the Business: The market value of the total assets of the business is the market value of all of the tangible and intangible assets of a business as if sold in aggregate as a going concern. This assumes that the business is expected to continue operations well into the future.⁴

Marketing Time: An opinion of the amount of time it might take to sell a real or personal property interest at the concluded market value level during the period immediately after the effective date of an appraisal. Marketing time differs from exposure time, which is always presumed to precede the effective date of an appraisal. (Advisory Opinion 7 of the Appraisal Standards Board of The Appraisal Foundation and Statement on Appraisal Standards No. 6, "Reasonable Exposure Time in Real Property Market Value Opinions" address the determination of reasonable exposure and marketing time.).³

Mass Appraisal: the process of valuing a universe of properties as of a given date using standard methodology, employing common data and allowing for statistical testing.⁷

Mass Appraisal Model: a mathematical expression of how supply and demand factors interact in a market.⁷

Misleading: intentionally or unintentionally misrepresenting, misstating or concealing relevant facts or conclusions.⁷

Net Lease: A lease in which the landlord passes on all expenses to the tenant. See also lease.¹

Net Rentable Area (NRA): 1) The area on which rent is computed. 2) The

Rentable Area of a floor shall be computed by measuring to the inside finished surface of the dominant portion of the permanent outer building walls, excluding any major vertical penetrations of the floor. No deductions shall be made for columns and projections necessary to the building. Include space such as mechanical room, janitorial room, restrooms, and lobby of the floor.⁵

Penetration Ratio (Rate): The rate at which stores obtain sales from within a trade area or sector relative to the number of potential sales generated; usually applied to existing facilities. Also called: penetration factor.¹

Personal Inspection: a physical observation performed to assist in identifying relevant property characteristics in a valuation service.⁷

Personal Property: any tangible or intangible article that is subject to ownership and not classified as real property, including identifiable tangible objects that are considered by the general public as being "personal", such as furnishings, artwork, antiques, gems and jewelry, collectibles, machinery and equipment, and intangible property that is created and stored electronically such as plans for installation art, choreography, emails or designs for digital tokens.⁷

Physical Characteristics: attributes of a property that are observable or measurable as a matter of fact, as distinguished from opinions and conclusions, which are the result of some level of analysis or judgement.⁷

Price: the amount asked, offered or paid for a property.⁷

Prospective opinion of value. A value opinion effective as of a specified future date. The term does not define a type of value. Instead it identifies a value opinion as being effective at some specific future date. An opinion of value as of a prospective date is frequently sought in connection with projects that are proposed, under construction, or under conversion to a new use, or those that have not yet achieved sellout or a stabilized level of long-term occupancy.¹

Real Estate: an identified parcel or tract of land, including improvements, if any.⁷

Real Property: the interests, benefits and rights inherent in the ownership of real estate.⁷

Reconciliation: A phase of a valuation assignment in which two or more value indications are processed into a value opinion, which may be a range of value, a single point estimate, or a reference to a benchmark value.¹

Relevant Characteristics: features that may affect a property's value or marketability such as legal, economic or physical characteristics.⁷

Reliable Measurement: [The IAS/IFRS framework requires that] neither an asset nor a liability is recognized in the financial statements unless it has a cost or value that can be measured reliably.²

Remaining Economic Life: The estimated period over which existing improvements are expected to contribute economically to a property; an estimate of the number of years remaining in the economic life of a structure or structural components as of the effective date of the appraisal; used in the economic age-life method of estimating depreciation.¹

Replacement Cost: The estimated cost to construct, at current prices as of the effective appraisal date, a substitute for the building being appraised, using modern materials and current standards, design, and layout.¹

Report: any communication, written or oral, of an appraisal or appraisal review that is transmitted to the client or a party authorized by the client upon completion of an assignment.⁷

Retrospective Value Opinion: A value opinion effective as of a specified historical date. The term retrospective does not define a type of value. Instead, it identifies a value opinion as being effective at some specific prior date. Value as of a historical date is frequently sought in connection with property tax appeals, damage models, lease renegotiation, deficiency judgments, estate tax, and condemnation. Inclusion of the type of value with this term is appropriate, e.g., "retrospective market value opinion."¹

Sales Comparison Approach: The process of deriving a value indication for the subject property by comparing sales of similar properties to the property being appraised, identifying appropriate units of comparison, and making adjustments to the sale prices (or unit prices, as appropriate) of the comparable properties based on relevant, market-derived elements of comparison. The sales comparison approach may be used to value improved properties, vacant land, or land being considered as though vacant when an adequate supply of comparable sales is available.¹

Scope of Work: the type and extent of research and analyses in an appraisal or appraisal review assignment.⁷

Signature: personalized evidence indicating authentication of the work performed by the appraiser and the acceptance of the responsibility for content, analyses and the conclusions in the report.⁷

Stabilized value: A value opinion that excludes from consideration any abnormal relationship between supply and demand such as is experienced in boom periods when cost and sale price may exceed the long-term value, or during periods of depression, when cost and sale price may fall short of long-term value. It is also a value opinion that excludes from consideration any transitory condition that may cause excessive construction costs, e.g., a premium paid due to a temporary shortage of supply.

Substitution: The principle of substitution states that when several similar or commensurate commodities, goods, services are available, the one with the lowest price will attract the greatest demand and widest distribution. This is the primary principle upon which the cost and sales comparison approaches are based.³

Total Assets of a Business: Total assets of a business is defined by the Appraisal Institute as “the tangible property (real property and personal property, including inventory and furniture, fixtures and equipment) and intangible property (cash, workforce, contracts, name, patents, copyrights, and other residual intangible assets, to include capitalized economic profit).”

Use Value:

The value of a property assuming a specific use, which may or may not be the property’s highest and best use on the effective date of the appraisal. Use value may or may not be equal to market value but is different conceptually.¹

Valuation Service: a service pertaining to an aspect of property value, regardless of the type of service and whether it is performed by appraisers or by others.⁷

Value: the monetary relationship between properties and those who buy and sell, or use those properties, expressed as an opinion of the worth of a property at a given time.⁷

Workfile: data, information and documentation necessary to support the appraiser’s opinions and conclusions and to show compliance with USPAP.⁷

¹ Appraisal Institute, *The Dictionary of Real Estate Appraisal*, 6th ed. (Chicago: Appraisal Institute 2010). ² Appraisal Institute, *International Financial Reporting Standards for Real Property Appraiser*, IFRS Website, www.ifrs-ebooks.com/index.html. ³ Appraisal Institute, *The Appraisal of Real Estate*, 13th ed. (Chicago: Appraisal Institute 2008). ⁴ This definition is taken from “Allocation of Business Assets Into Tangible and Intangible Components: A New Lexicon,” *Journal of Real Estate Appraisal*, January 2002, Volume LXX, Number 1. This terminology is to replace former phrases such as: value of the going concern. ⁵ Financial Publishing Company, *The Real Estate Dictionary*, 7 ed. ⁶ U.S. Treasury Regulations. ⁷ USPAP 2020-2021

LETTER OF ENGAGEMENT

May 15, 2024

Mr. Ahsan Sattar
Tejaret, LLC
85 Eileen Dr
Cedar Grove, NJ 07009
Phone: 608-695-3622
Email: manager@emaret.org

RE: Appraisal Report of an Alley Way within a Multifamily property at 310 Yaupon, Freeport, TX

Dear Mr. Sattar :

We are pleased to submit this proposal and our Terms and Conditions for the Appraisal Report of the above referenced real estate.

PROPOSAL SPECIFICATIONS

Valuation Premise:	Form an opinion of the Market Value As Is
Property Rights Appraised:	Fee Simple Estate
Intended Use:	Asset Valuation
Intended Users:	Tejaret, LLC
Report Addressed To:	

Company Name:	Emaret Holdings LLC
Contact Name:	Ahsan Sattar
Address, City, State, Zip:	85 EILEEN DR CEDAR GROVE NJ 07009-1348
Phone:	+1 (608) 695-3622
Email:	Manager@emaret.org

Scope of Work:	All Applicable Approaches
Inspection:	Prior BBG Inspection
Site/Property Contact:	

Name:	Marina Serbantez
Phone:	(979) 417-9442
Email:	mserbantez1@gmail.com

Appraisal Standards:	Uniform Standards of Professional Appraisal Practice (USPAP), Financial Institution Reform, Recovery, and Enforcement Act (FIRREA), December 2010 Interagency Appraisal and Evaluation Guidelines and Code of Professional Ethics and the Standards of Professional Practice of the Appraisal Institute
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Report Type:
Report Format:
Fee:

Appraisal Report
Narrative
\$4,000

Please indicate below who is responsible for payment:

Name:
AHSAN SATTAR

Company:
Emaret Holdings LLC

Address:
85 EILEEN DR CEDAR GROVE NJ 07009-1348

Phone:
+1 (608) 695-3622

Email:
Manager@emaret.org

Signature: 

Retainer:

100%

Wire Payment/ACH Information Below:

Bank of America
Acct#: 488038497058
Wire Payment Routing#: 026009593
ACH Payment Routing#: 111000025

Payment Terms:

Balance is due and payable upon engagement and prior to the commencement of work.

Payment Options:

Fee quoted includes all expenses

- Credit card (a 3% fee is applied) which is the quickest payment method to verify.
- Wire or ACH payment which are the second quickest payment methods. See below information for sending the wire or ACH
- A check mailed to BBG, Inc., 8343 Douglas Avenue, Suite 700, Dallas, TX 75225 – This method is the slowest option as it takes time to receive, process and confirm the funds.

Payment Options (cont.):

If you would like to pay by credit card, please pay invoice online directly from our website at bbgres.com/pay-your-invoice/

1. A 3% convenience fee is automatically applied to all credit card payments.
2. Please add Accounting BBG email (eft@bbgres.com) as correspondent for remitting payment (BBG Email Contact), so that we can get this applied to our system in a timely manner.
3. Please include the BBG Invoice # in your credit card submission. If you have not yet received an invoice number, please use the drop-down tool to select 'Property Details' and include the address of the property.
4. A copy of the receipt will be sent directly to you once the payment has been made.

If you choose to pay by wire or ACH, please let us know once the wire or ACH has been initiated and forward the bank confirmation if able. **Be sure to include the address as a reference whenever sending any wire payment.**

BBG Appraisal Wiring and ACH Instructions:

Bank of America Account # 488038497058
Payment via ACH Routing # 111000025
Payment via Wire Routing # 026009593
Bank Address: Bank of America
6019 Berkshire Lane
Dallas, TX 75225

Due to the limited capability to provide complete remittance details in ACH and Wire payments, please send all payment remittance details, including applicable invoice numbers, to eft@bbgres.com to ensure timely and accurate payment application.

Report Copies:

1 Final PDF

Delivery Date:

3 business days from receipt of retainer and critical information

Report Delivery Recipients:

If any other person(s) are authorized to be included on delivery of the report, please include their information in the space below:

Name(s): Ahsan Sattar

Email(s): Manager@emaret.org

Acceptance Date:

Date of Execution

Property Information Request:

The following list of items will be needed within 2 days in order to meet the above referenced delivery date:

PROPOSED MULTI-FAMILY

Property Contact for Site Inspection (if not already provided)
Schedule of construction costs
Construction plans (including elevations, floor plans & building layout/specifications)
Operating budget (including proposed salary breakdown)
Proposed unit mix & rental rates with income segments identified
Detail of proposed premiums/amenity income sources
Summary of amenities and services planned at subject
Survey
Zoning approval documentation
Time schedule of construction begin and end & lease-up
Sales history (any listings, contracts, etc.)
Site acquisition
Legal description
Environmental survey (if available)
Tax bill(s) or account number(s) for land
Ground Lease (if applicable)
LIHTC Application (if applicable)

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

The attached Terms and Conditions of the Engagement are deemed part of this Appraisal Services Agreement and are incorporated fully herein by reference and shall apply to any appraisal reports, contract or orders into which they are incorporated. In addition, with respect to any appraisal report, any use of or reliance on the appraisal by any party, regardless of whether the use or reliance is authorized or known by BBG, Inc. and its agents, servants, employees, principals, affiliated companies and all those in privity with them, constitutes acceptance of such Terms and Conditions of the Engagement, as well as acceptance of all other appraisal statements, limiting conditions and assumptions stated in the appraisal report. Use of this appraisal report constitutes acknowledgement and acceptance of the Terms and Conditions of the Engagement, special assumptions (if any), extraordinary assumptions (if any), and hypothetical conditions (if any) on which this estimate of market value is based. This appraisal report has been prepared for the exclusive benefit of the client. It may not be used or relied upon by any other party. Any other party who is not the identified client within this report who uses or relies upon any information in this report does so at their own risk.

Client acknowledges and agrees that BBG may anonymize all property and operational information ("Client Data") provided and aggregate with other anonymized data from other Clients and/or other sources and use such aggregated, anonymized Client Data in existing or future BBG product offerings. BBG shall process the Client Data in a manner that renders the form and source of the Client Data unidentifiable to any other Client or third party.

We appreciate this opportunity to be of service to you on this assignment. If you have additional questions, please contact us.



As Agent for BBG, Inc.
Grant Williamson, MAI
Director
Valuation
8343 Douglas Avenue, Suite 700, Dallas, TX 75225
P [214-890-6418](tel:214-890-6418) C [817-637-6333](tel:817-637-6333)
E gwilliamson@bbgres.com

AGREED AND ACCEPTED



Client Signature

Date

Multifamily (Proposed), 310 Yaupon , Freeport, TX

Terms and Limiting Conditions of the Engagement

The Terms and Conditions of the Engagement are deemed part of the attached Proposal Specifications and Appraisal and Consulting Services Agreement and are incorporated fully therein, and shall apply to any appraisal services, consulting services, oral testimony, reports, contracts, or orders into which they may be incorporated.

A) Definitions. In the Terms and Conditions of the Engagement:

1. "BBG, Inc." means BBG, Inc. and its agents, successors, assigns, servants, employees, principals, affiliated companies and all those in privity with them.
2. "Appraiser" means the appraiser(s) performing part or all of the appraisal services and/or signing an appraisal report. "Appraiser" may also mean "Consultant" in a consulting assignment.
3. "Appraisal and Consulting Services Agreement" means any written agreement with Client for performance of the appraisal services by Appraiser, including any agreement entered into electronically.
4. "Client" means any party identified expressly as a client in an Appraisal and Consulting Services Agreement and also any party identified expressly as a client by the Appraiser in an appraisal report.
5. "Appraisal" means any appraisal or consulting report(s) prepared by or oral report and/or testimony presented by BBG, Inc.
6. "Report" means a written or oral report prepared by and/or oral testimony presented by BBG, Inc.

B) Venue and Jurisdiction

THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT WILL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE DOMESTIC SUBSTANTIVE LAWS OF THE STATE OF TEXAS, WITHOUT GIVING EFFECT TO ANY CHOICE OR CONFLICT OF LAW PROVISION. IF ANY ACTION RELATING TO THIS APPRAISAL AND CONSULTING SERVICES AGREEMENT OR THE CONTEMPLATED TRANSACTIONS IS BROUGHT BY A PARTY HERETO AGAINST ANY OTHER PARTY HERETO, THE PREVAILING PARTY IN SUCH ACTION WILL BE ENTITLED TO RECOVER ALL REASONABLE EXPENSES RELATING THERETO (INCLUDING REASONABLE ATTORNEYS' FEES AND EXPENSES) FROM THE NON-PREVAILING PARTY.

Each party to this Appraisal and Consulting Services Agreement (a) hereby irrevocably submits to the exclusive jurisdiction and venue of the state courts located in Dallas County, Texas (or, if but only if such court lacks jurisdiction, the United States District Court for the Northern District of Texas) for the purpose of any Action between any of the parties hereto arising in whole or in part under or in connection with this Appraisal and Consulting Services Agreement, any Ancillary Agreement, or the Contemplated Transactions, (b) hereby waives and agrees not to assert any claim that he, she or it is not subject personally to the jurisdiction of the above-named courts or that any such Action brought in the above-named courts should be dismissed on grounds of forum non conveniens. Notwithstanding the foregoing, a party hereto may commence any Action in a court other than the above-named courts solely for the purpose of enforcing an order or judgment issued by the above-named courts.

C) Limitations of Liability

It is expressly agreed that in any action which may be brought against BBG, Inc., arising out of, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented, BBG, Inc. shall not be responsible or liable for any incidental or consequential losses, unless the same was fraudulent or prepared with gross negligence. It is further agreed that the collective liability of BBG, Inc. in any such action shall not exceed the fees paid for the preparation of the respective report or services unless the same was fraudulent or prepared with gross negligence. Finally, it is agreed that the fees charged herein are in reliance upon the foregoing limitations of liability.

Client hereby agrees to indemnify, defend, protect, and hold BBG, Inc. harmless from and against all claims, damages, losses and expenses, including attorneys' fees, expenses and costs, incurred upon investigating and defending any claim, action or proceeding arising from, or in any way connected to, relating to, or in any way pertaining to this engagement, this Appraisal and Consulting Services Agreement, or any services, reports, information, or opinions contained therein or presented.

Further, you acknowledge that any opinions and conclusions expressed by professionals employed by BBG, Inc. related to this agreement are representations made by them as employees and not as individuals. BBG, Inc.'s responsibility is limited to you as a Client. The use of BBG, Inc.'s product by third parties is not intended unless

Terms and Limiting Conditions of the Engagement

expressly stated and shall be solely at the risk of you and/or third parties. BBG, Inc. acknowledges that Client will be the end-user of, and can rely upon, the opinion and conclusions of BBG, Inc.

D) Confidentiality

The parties agree that (i) this Appraisal and Consulting Services Agreement and the terms contained herein, (ii) opinions or valuation conclusions, (iii) the identity of the analyst or the firm and any reference to the professional organization of which the appraiser is affiliated or to the designations thereof, and (iv) all information regarding the property of whatever nature made available to either party by the other (including all versions of BBG, Inc.'s final report and all prior drafts of same) and methods of each party revealed during the performance of the Services (altogether, collectively, the "Confidential Information") shall be treated as strictly confidential. Accordingly, neither party nor any employee, agent or affiliate thereof shall disclose the same to any third party without the written consent of other party and approval of Appraiser; provided, however, that, a party shall not hereby be precluded from disclosure of Confidential Information that may be compelled by legal requirements, or from disclosing this Appraisal and Consulting Services Agreement (and the terms contained herein) to its attorneys, accountants, auditors, lenders, and other professionals who may be bound to that party by duties of confidence.

Do not provide Personally Identifiable Information (PII) to BBG, Inc. or any of its agents. PII is any piece of information meant to identify a specific individual. This includes data such as a Social Security number, driver's license number and financial account numbers.

E) General Assumptions and Limiting Conditions

Appraisal services have been provided with the following general assumptions:

1. Notwithstanding that the Appraiser may comment on, analyze or assume certain conditions in the appraisal or consulting assignment, BBG, Inc. shall have no monetary liability or responsibility for alleged claims or damages pertaining to: (a) title defects, liens or encumbrances affecting the property; (b) the property's compliance with local, state or federal zoning, planning, building, disability access and environmental laws, regulations and standards; (c) building permits and planning approvals for improvements on the property; (d) structural or mechanical soundness or safety; (e) contamination, mold, pollution, storage tanks, animal infestations or other hazardous conditions affecting the property; and (f) other conditions and matters for which licensed real estate appraisers are not customarily deemed to have professional expertise. Accordingly:
 - a) The Appraiser has not conducted any engineering or architectural surveys in connection with this appraisal or consulting assignment. Information reported pertaining to dimensions, sizes, and areas is either based on measurements taken by the Appraiser or the Appraiser's staff or was obtained or taken from referenced sources and is considered reliable. The Appraiser and BBG, Inc. shall not be monetarily liable or responsible for or assume the costs of preparation or arrangement of geotechnical engineering, architectural, or other types of studies, surveys, or inspections that require the expertise of a qualified professional.
 - b) Unless otherwise stated in the written report or oral report, only the real property is considered, so no consideration is given to the value of personal property or equipment located on the premises or the costs of moving or relocating such personal property or equipment. Further, unless otherwise stated, it is assumed that there are no subsurface oil, gas or other mineral deposits or subsurface rights of value involved in this appraisal, whether they are gas, liquid, or solid. Further, unless otherwise stated, it is assumed that there are no rights associated with extraction or exploration of such elements considered. Unless otherwise stated it is also assumed that there are no air or development rights of value that may be transferred.
 - c) Any legal description or plats reported in the appraisal are assumed to be accurate. Any sketches, surveys, plats, photographs, drawings or other exhibits are included only to assist the intended user to better understand and visualize the subject property, the environs, and the competitive data. BBG, Inc. has made no survey of the property and assumes no monetary liability or responsibility in connection with such matters.
 - d) Title is assumed to be good and marketable, and in fee simple, unless otherwise stated in the report. The property is considered to be free and clear of existing liens, easements, restrictions, and encumbrances, except as stated. Further, BBG, Inc. assumes there are no private deed restrictions affecting the property which would limit the use of the subject property in any way, except as stated.

Terms and Limiting Conditions of the Engagement

- e) The appraisal report is based on the premise that there is full compliance with all applicable federal, state, and local environmental regulations and laws unless otherwise stated in the report; additionally, that all applicable zoning, building, and use regulations and restrictions of all types have been complied with unless otherwise stated in the report. Further, it is assumed that all required licenses, consents, permits, or other legislative or administrative authority, local, state, federal and/or private entity or organization have been or can be obtained or renewed for any use considered in the value opinion. Moreover, unless otherwise stated herein, it is assumed that there are no encroachments or violations of any zoning or other regulations affecting the subject property, that the utilization of the land and improvements is within the boundaries or property lines of the property described, and that there are no trespasses or encroachments.
- f) The American Disabilities Act (ADA) became effective January 26, 1992. The Appraiser has not made a specific compliance survey or analysis of the property to determine whether it is in conformity with the various detailed requirements of ADA. It is possible that a compliance survey of the property and a detailed analysis of the requirements of the ADA would reveal that the property is not in compliance with one or more of the requirements of the Act. If so, this fact could have a negative impact upon the value of the property. Since the Appraiser has no direct evidence relating to this issue, possible noncompliance with the requirements of ADA was not considered in estimating the value of the property.
- g) No monetary liability or responsibility is assumed for conformity to specific governmental requirements, such as fire, building, safety, earthquake, or occupancy codes, except where specific professional or governmental inspections have been completed and reported in the appraisal report or oral report.
- h) It is assumed the subject property is not adversely affected by the potential of floods unless otherwise stated herein. Further, it is assumed all water and sewer facilities (existing and proposed) are or will be in good working order and are or will be of sufficient size to adequately serve any existing or proposed buildings.
- i) Unless otherwise stated within the appraisal report or oral report, the depiction of the physical condition of the improvements described therein is based on visual inspection. No monetary liability or responsibility is assumed for (a) the soundness of structural members since no engineering tests were conducted; (b) the condition of mechanical equipment, plumbing, or electrical components, as complete tests were not made; and (c) hidden, unapparent or masked property conditions or characteristics that were not clearly apparent during the Appraiser's or Consultant's inspection.
- j) If building improvements are present on the site, it is assumed that no significant evidence of termite damage or infestation was observed during physical inspection, unless so stated in the appraisal report or oral report. Further, unless so stated in the report or oral report, no termite inspection report was available. No monetary liability or responsibility is assumed for hidden damages or infestation.
- k) Unless subsoil opinions based upon engineering core borings were furnished, it is assumed there are no subsoil defects present, which would impair development of the land to its maximum permitted use or would render it more or less valuable. No monetary liability or responsibility is assumed for such conditions or for engineering which may be required to discover them.
- l) BBG, Inc., excepting employees of BBG Assessment, Inc., and the appraiser(s) are not experts in determining the presence or absence of hazardous substances toxic materials, wastes, pollutants or contaminants (including, but not limited to, asbestos, PCB, UFFI, or other raw materials or chemicals) used in construction or otherwise present on the property. BBG, Inc. and the appraiser(s) assume no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such substances or for loss as a result of the presence of such substances. The Client is free to retain an expert on such matters in this field; however, Client retains such expert at Client's own discretion, and any costs and/or expenses associated with such retention are the responsibility of Client.
- m) BBG, Inc. is not an expert in determining the habitat for protected or endangered species, including, but not limited to, animal or plant life (such as bald eagles, gophers, tortoises, etc.) that may be present on the property. BBG, Inc. assumes no monetary liability or responsibility for the studies or analyses which would be required to determine the presence or absence of such species or for loss as a result of the presence of such species. The Appraiser hereby reserves the right to alter, amend, revise, or rescind any of the value opinions contained within the appraisal report based upon any subsequent endangered species impact studies, research, and investigation that may be provided. However, it is assumed that no environmental impact studies were either requested or made in conjunction with this analysis, unless otherwise stated within the report.

Terms and Limiting Conditions of the Engagement

2. If the Client instructions to the Appraiser were to inspect only the exterior of the improvements in the appraisal process, the physical attributes of the property were observed from the street(s) as of the inspection date of the appraisal. Physical characteristics of the property were obtained from tax assessment records, available plans, if any, descriptive information, and interviewing the client and other knowledgeable persons. It is assumed the interior of the subject property is consistent with the exterior conditions as observed and that other information relied upon is accurate.
3. If provided, the opinion of insurable replacement cost is included at the request of the Client and has not been performed by a qualified insurance agent or risk management underwriter. This cost estimate should not be solely relied upon for insurable replacement cost purposes. The Appraisers are not familiar with the definition of insurable replacement cost from the insurance provider, the local governmental underwriting regulations, or the types of insurance coverage available. These factors can impact cost estimates and are beyond the scope of the intended use of this appraisal. The Appraisers are not cost experts in cost estimating for insurance purposes.
4. The dollar amount of any value opinion herein rendered is based upon the purchasing power and price of the United States Dollar as of the effective date of value. Any appraisal report is based on market conditions existing as of the effective date.
5. Any value opinions reported or expressed apply to the entire property. Any proration or division of the total into fractional interests will invalidate the value opinions, unless such proration or division of interests is set forth in the report. Any division of the land and improvement values stated herein is applicable only under the program of utilization shown. These separate valuations are invalidated for any other application.
6. Any projections of income and expenses, including the reversion at time of resale, are not predictions of the future. Rather, they are BBG, Inc.'s best estimate of current market thinking of what future trends will be. No warranty or representation is made that such projections will materialize. The real estate market is constantly fluctuating and changing. It is not the task of an appraiser to estimate the conditions of a future real estate market, but rather to reflect what the investment community envisions for the future in terms of expectations of growth in rental rates, expenses, and supply and demand. The forecasts, projections, or operating estimates contained herein are based on current market conditions, anticipated short-term supply and demand factors, and a continued stable economy. These forecasts are, therefore, subject to changes with future conditions.
7. The Appraiser assumes no monetary liability or responsibility for any changes in economic or physical conditions which occur following the effective date of value within this report that would influence or potentially affect the analyses, opinions, or conclusions in the report. Any subsequent changes are beyond the scope of the report.
8. Any proposed or incomplete improvements included in the appraisal report are assumed to be satisfactorily completed in a workmanlike manner or will be thus completed within a reasonable length of time according to plans and specifications submitted.
9. If the appraisal report has been prepared in a so-called "public non-disclosure" state, real estate sales prices and other data, such as rents, prices, and financing, are not a matter of public record. If this is such a "non-disclosure" state, although extensive effort has been expended to verify pertinent data with buyers, sellers, brokers, lenders, lessors, lessees, and other sources considered reliable, it has not always been possible to independently verify all significant facts. In these instances, the Appraiser may have relied on verification obtained and reported by appraisers outside of our office. Also, as necessary, assumptions and adjustments have been made based on comparisons and analyses using data in the report and on interviews with market participants. The information furnished by others is believed to be reliable, but no warranty is given for its accuracy.
10. Although the Appraiser has made, insofar as is practical, every effort to verify as factual and true all information and data set forth in this report, no responsibility is assumed for the accuracy of any information furnished the Appraiser either by the Client or others. If for any reason, future investigations should prove any data to be in substantial variance with that presented in this report, the Appraiser reserves the right to alter or change any or all analyses, opinions, or conclusions and/or opinions of value.
11. The right is reserved by the Appraiser to make adjustments to the analyses, opinions, and conclusions set forth in the appraisal report as may be required by consideration of additional or more reliable data that may become available. No change of this report shall be made by anyone other than the Appraiser or Consultant. The Appraiser shall have no monetary liability or responsibility for any unauthorized change(s) to the report.
12. The submission of the appraisal report constitutes completion of the services authorized and agreed upon unless other services are provided for in this agreement. Such report is submitted on the condition the Client will provide reasonable notice and customary compensation, including expert witness fees, relating to any

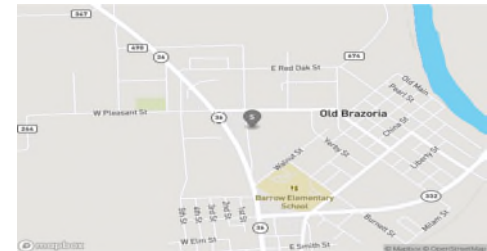
Terms and Limiting Conditions of the Engagement

subsequent required attendance at conferences, depositions, or judicial or administrative proceedings, unless otherwise defined herein. In the event the Appraiser is subpoenaed for either an appearance or a request to produce documents, a best effort will be made to notify the Client immediately. Unless paid in whole or in part by the party issuing the subpoena or by another party of interest in the matter, the Client is responsible for all unpaid fees resulting from the appearance or production of documents regardless of who orders the work. A payment agreement must be reached in advance of the Appraiser providing such services.

13. Client shall not disseminate, distribute, make available or otherwise provide any appraisal report prepared hereunder to any third party (including without limitation, incorporating or referencing the report, in whole or in part, in any offering or other material intended for review by other parties) except to (a) any third party expressly acknowledged in a signed writing by Appraiser as an "Intended User" of the report provided that either Appraiser has received an acceptable release from such third party with respect to such report or Client provides acceptable indemnity protections to Appraiser against any claims resulting from the distribution of the report to such third party, (b) any third party service provider (including rating agencies and auditors) using the report in the course of providing services for the sole benefit of an Intended User, or (c) as required by statute, government regulation, legal process, or judicial decree. In the event Appraiser consents, in writing, to Client incorporating or referencing the report in any offering or other materials intended for review by other parties, Client shall not distribute, file, or otherwise make such materials available to any such parties unless and until Client has provided Appraiser with complete copies of such materials and Appraiser has approved all such materials in writing. Client shall not modify any such materials once approved by Appraiser. In the absence of satisfying the conditions of this paragraph with respect to a party who is not designated as an Intended User, the receipt of a report by such party shall not confer any right upon such party to use or rely upon such report, and Appraiser shall have no liability for such unauthorized use or reliance upon such report. In the event Client breaches the provisions of this paragraph, Client shall indemnify, defend and hold Appraiser, and its affiliates and their officers, directors, employees, contractors, agents and other representatives (Appraiser and each of the foregoing an "Indemnified Party" and collectively the "Indemnified Parties"), fully harmless from and against all losses, liabilities, damages and expenses (collectively, "Damages") claimed against, sustained or incurred by any Indemnified Party arising out of or in connection with such breach, regardless of any negligence on the part of any Indemnified Party in preparing the report.

COMPARABLE LAND SALES

Sale Comparable #1
819 Masonic Oak Drive
819 Masonic Oak Drive
Brazoria, TX 77422-5663
Brazoria County
BBG Property #864665

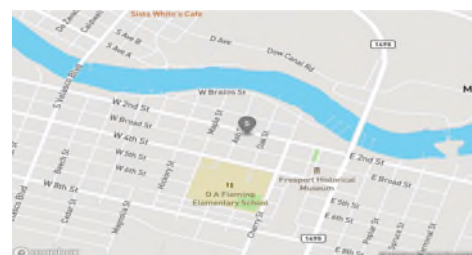


Property Data

Property Type/Use	Land Commercial	Lat/Long	29.054554 / -95.5708
Parcel ID #	189501	Census Tract	6629.00
Opportunity Zone	No	Frontage	
Gross Land Area	134,600 SF 3.09 Acres	Net Land Area	134,600 SF 3.09 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	48039C-0590K Dated December 30, 2020
Utilities	All available to site.	Terrain / Topography	Level
Easements / Encroachments	None detrimental known	Zoning	None City of Brazoria

Sale Transaction Data for BBG Event #1011810 on 12/12/2023					Net Area	Gross Area
Transaction Date	12/12/2023	Consideration	\$373,960	Price PSF	\$2.78	\$2.78
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$121,023	\$121,023
		Cash Equivalent Price	\$373,960			
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Vacant					
Grantor	One Stop Improvement Solutions Inc.					
Grantee	SBAS Investments 7 LLC					
Record Info	2023052351					
Comments	At the time of sale the subject as improved with a single-family home with two garages totaling 2,792 SF. We have included the cost to demolish and remove the improvements of \$13,960 to the consideration price of \$360,000 for a total sales price of \$373,960. The subject located across the street from a Buc-ee's.					
Verification	5/15/2024 JPAR The Sears Group					

Sale Comparable #2
S/S of W 2nd Street, E of Ash Street
 West 2nd Street
 Freeport, TX 77541-5750
 Brazoria County
 BBG Property #864669


Property Data

Property Type/Use	Land Commercial	Lat/Long	28.951165 / -95.3498
Parcel ID #	209416	Census Tract	6644.00
Opportunity Zone	No	Frontage	
Gross Land Area	14,000 SF 0.32 Acres	Net Land Area	14,000 SF 0.32 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	48039C-0805K Dated December 30, 2020
Utilities	All available to site.	Terrain / Topography	Level
Easements / Encroachments	None detrimental known	Zoning	C-1 Retail Business District

Sale Transaction Data for BBG Event #1011816 on 8/16/2023					Net Area	Gross Area
Transaction Date	8/16/2023	Consideration	\$40,500	Price PSF	\$2.89	\$2.89
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$126,013	\$126,013
		Cash Equivalent Price	\$40,500			
Property Rights	Fee Simple					
Transaction Component	Real Estate					
Tenancy	Vacant					
Grantor	Frances E Jr. & Sandra Leavey					
Grantee	Daniel Carreon					
Record Info	2023036993					
Comments	Subject sold on 8/16/2023 for the consideration of \$40,500, \$2.89/SF.					
Verification	5/15/2024 Coldwell Banker Ultimate					

Sale Comparable #3
1.69 Acres of Land
 0 Clements Street
 Angleton, TX 77515
 Brazoria County
 BBG Property #436590

6/17/2021

Brazoria CAD Map Search

Property Identification #: 199964 Geo ID: 2967-0700-000 Situs Address: CLEMENTS ST ANGLETON, Property Type: Retail State Code: CT	Property Information: 2921 Legal Description: CORNERSTONE BD (ANGLETON) DB0 J DE J Address: VALDEMAS BLK MA LOT 0 Acreage: 0.0067 Neighborhood: Null Appraised Value: \$38,380.00 Jurisdiction: HAD, BAN, GBC, NAV, RDB, CAD, DR1, CAN	Owner Identification #: 1041012 Name: LINDSEY DEWEY DUANE Exemptions: DBA: Null
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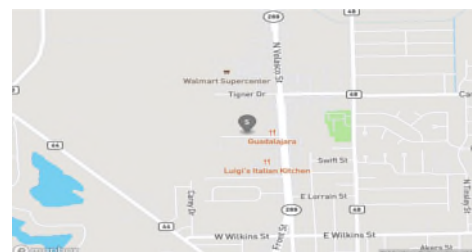


Brazoria CAD Map Search

This product is for informational purposes only and may not have been prepared for or be suitable for legal, engineering, or surveying purposes. It does not represent an on-the-ground survey and represents only the approximate relative location of property boundaries. The Brazoria County Appraisal District expressly disclaims any and all liability in connection herewith.

<https://proaccess.truautomation.com/mapSearch/propertyPrint.html?doc=51&p=199964>

1/2

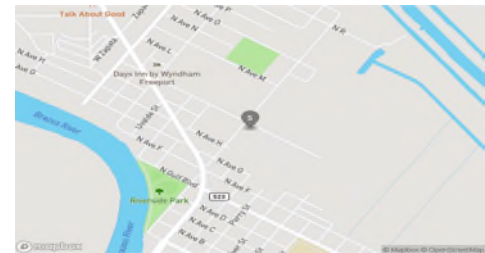


Property Data

Property Type/Use	Land Hold for Development	Lat/Long	29.180039 / -95.4348
Parcel ID #	2967-0700-000 2967-0600-000	Census Tract	6621.00
Opportunity Zone	No	Frontage	Unknown
Gross Land Area	73,491 SF 1.69 Acres	Net Land Area	73,491 SF 1.69 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	48039C0445K Dated
Utilities	All available	Terrain / Topography	Level
Easements / Encroachments	None noted	Zoning	C-G Commercial General

Sale Transaction Data for BBG Event #577572 on 4/11/2022					Net Area	Gross Area
Transaction Date	4/11/2022	Consideration	\$125,000	Price PSF	\$1.70	\$1.70
Sale Status	Closed	Adjustments	\$0	Price Per Acre	\$74,091	\$74,091
		Cash Equivalent Price	\$125,000			
Property Rights	Fee Simple					
Grantor	LINDSEY DEWEY DUANE					
Grantee	LU QUAN & KIM NGUYEN					
Record Info	2022 022056					
Comments	This comparable has all utilities available on site and is located outside of the flood plain.					
Verification	6/17/2021 CoStar					

Sale Comparable #4
NEC N Avenue J & Skinner Street
North Avenue J
Freeport, TX 77541-3936
Brazoria County
BBG Property #864682



Property Data

Property Type/Use	Land Commercial	Lat/Long	28.973079 / -95.3681
Parcel ID #	259608 & 259610	Census Tract	6643.00
Opportunity Zone	No	Frontage	
Gross Land Area	85,813 SF 1.97 Acres	Net Land Area	85,813 SF 1.97 Acres
Flood Designation	Zone X (Unshaded)	Flood Panel	48039C-0805K Dated December 30, 2020
Utilities	All available to site.	Terrain / Topography	Level
Easements / Encroachments	None detrimental known	Zoning	C-1 Retail Business District

Sale Transaction Data for BBG Event #1011819 on				Net Area	Gross Area
Transaction Date	Consideration	\$265,000	Price PSF	\$3.09	\$3.09
Sale Status	Listing	Adjustments	\$0	Price Per Acre	\$134,518
	Cash Equivalent Price	\$265,000			
Property Rights	Fee Simple				
Transaction Component	Real Estate				
Tenancy	Vacant				
Grantor	Iglesia Evangelica Cristiana of Freeport				
Grantee	Listing				
Record Info	Listing				
Comments	Subject is listed for sale for the consideration of \$265,000, \$3.09/SF.				
Verification	5/15/2024				
	KW Commercial Energy Corridor				

APPRAISER QUALIFICATIONS AND LICENSES

Profile

John is a Senior Managing Director at BBG in the Houston office. Prior to his recent position, John was a partner at BBG. He previously served as President of the full service real estate appraisal and consulting firm of Aaron & Wright Incorporated. John has been involved in real estate appraising and consulting since 1983. His experience includes the preparation of narrative appraisal reports on virtually all types of commercial real estate, reviewing commercial appraisal reports, and consulting.

John began his career with the firm of Bill Jackson and Associates and soon moved into the commercial affiliate, Houston Property Consultants. His experience included the appraisal of all types of commercial real estate, including a destination resort facility.

In November 1987, John became a Senior Appraiser at First City Banc Corporation. His responsibilities included the review of commercial real estate appraisals, as well as the preparation of narrative appraisal reports. He was also instrumental in writing the corporation-wide real estate appraisal policy and procedures. In January 1989, he became Manager of the Houston region consisting of 32 banks. During his time at First City, John was involved in reviewing over \$2B in real estate assets.

In July 1990, Mr. Wright founded the Appraisal Firm of Aaron & Wright, Inc. This firm appraised all types of commercial, industrial, and multifamily properties on a national level. The firm specialized in the appraisal of religious and special use properties.

In August 2008, Aaron & Wright was acquired by LandAmerica Valuation Group, the predecessor to the Butler Burgher Group.

Professional Affiliations

Member of the Appraisal Institute (Member No. 8447)

Licensed Real Estate Broker (TX License No. 316795)

Certified Instructor, Texas Real Estate Commission

State Appraisal Related Certifications

State of Texas (License No. 132113-G)

Education

Bachelor of Business Administration, Southwest Texas State University

Coursework

Additional Training and Memberships:

Society of Real Estate Appraisers Courses

Appraisal Institute Courses

Appraisal Institute Seminars

Publications

"The Appraisal of Religious Facilities", John H. Wright, Jr., MAI and Martin H. Aaron, MAI, SRA *The Appraisal Institute*, 1997

"Reviewing Appraisals: What is Acceptable?", John H. Wright, Jr., MAI, New England Appraisal & Consulting Journal, December 1992

"A Review Appraiser's Perspective", John H. Wright, Jr., MAI and Christine A. Fisher, The Appraiser Journal, April 1982

"Setting Up and In-House Appraisal Function", John H. Wright, Jr., MAI, ABA Banking Journal, November 1991

JOHN HUNTER WRIGHT JR
PO BOX 540267
HOUSTON, TX 77254



Certified General Real Estate Appraiser

Appraiser: **John Hunter Wright JR**

License #: **TX 1321113 G**

License Expires: **09/30/2025**

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title:
Certified General Real Estate Appraiser

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner

Profile

Christopher is an Appraiser Trainee at BBG and has experience in commercial real estate valuation.

Professional Affiliations

General Certified Appraiser:
State of Texas (Trainee License No. TX-1340465)

Education

Bachelor of Science –University of Houston

Coursework

Completion of Appraiser Trainee State Certification Program

CHRISTOPHER CHARLES CONTRERAS
8343 DOUGLAS AVE 7TH FLOOR
DALLAS, TX 75525



Appraiser Trainee

Trainee: **Christopher Charles Contreras**

Authorization #: **TX 1340465 Trainee**

Expires: **05/31/2025**

Review the list of the above Trainee's Supervisors on the License Holder Search at www.talcb.texas.gov.

Having provided satisfactory evidence of the qualifications required by the Texas Appraiser Licensing and Certification Act, Occupations Code, Chapter 1103, authorization is granted to use this title: Appraiser Trainee

For additional information or to file a complaint please contact TALCB at www.talcb.texas.gov.

Chelsea Buchholtz
Commissioner



City Council Agenda Item #8.

Title: Consideration and possible action by City Council approving the sale of property located at Block 70, Lot 2, Velasco Townsite and approving the city attorney to draft a deed and the Mayor to sign and City Secretary to attest to such deed.

Date: May 20, 2024

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: Staff recommends the sale of this property.

Item Summary: The City was contacted by the adjacent property owner of the subject property with an interest in purchasing. He currently owns Lot 1 which is a 25' parcel and would like to purchase the adjacent 25' parcel owned by the City. The prospective buyer will, if approved by council, then own two buildable 25' lots. The sale of this property will put it back on the tax roll. This property is located in the 200 Block of South Avenue H.

Background Information: The subject property is at the end of the South Avenue H right of way. The buyer is aware that there are no city services on the property or road access.

Special Considerations: None.

Financial Impact: The city will receive \$400 based on the Broker's Opinion of Value. The purchaser paid for the survey and the Broker's Opinion of Value.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Broker's Opinion of Value - Velasco, Block 70, Lot 2
2. Survey - Velasco, Block 70, Lot 2

May 3, 2024

Ms. Laura Cramer
City of Freeport
1200 N Avenue H
Freeport, TX 77541

RE: Lot 2, Block 70, Velasco Townsite, City of Freeport, Brazoria County, Texas. Locally known as Unimproved lot in the 200 Block of South Avenue H "right of way".

Dear Ms. Cramer,

Complying with a request from Mr. David Ellis, a visual observation was made of the subject property on May 2, 2024, to assist in determining a fair market value of the subject property.

The subject consists of a single, residentially zoned, unimproved residential lot, that fronts on the street "right of way" for South Avenue H and backs up to an alley easement. South Avenue H is an asphalt street with open ditches and ends about 225' from the subject property. The "right of way" is presently being utilized as a drainage ditch. The lot is covered in thick underbrush and scrub trees.

The Brazoria County Central Appraisal District ("BCAD") identifies the subject lot as part of account #8110-0686-000, which according to their records consists of 5 lots with an assessed value of \$29,300 or \$5,860 per lot. However, the City of Freeport is exempt from paying taxes and the assessed value is not realistic based on the negative factors presently affecting the subject property.

CenterPoint Energy provides electricity and natural gas to the neighborhood, but there are no utilities available to the subject lot at present. The city of Freeport has water and sewer available on the developed part of South Avenue H, but it would have to be extended at considerable expense to the property owner, to make it available to the subject property. The property is in a designated flood hazard zone and a survey would identify the classification and the impact on development.

The neighborhood consists of mixed use with older single-family homes developed in the 1950–1970-time frame and a few if the past 10 years. There is also some commercial development and churches nearby. Schools, work, and shopping are located within a short driving time.

Page 2
City of Freeport

My broker's price opinion of the fair market value of the subject property in "as is" condition as to May 2, 2024 is:

\$400.00

(Four Hundred Dollars)

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Greg Flaniken".

Greg Flaniken
License No. 206691

"This represents an estimated sale price for this property. It is not the same as the opinion of value in an appraisal developed by a licensed appraiser under the Uniform Standards of Professional Appraisal Practice."

MARKET VALUE DEFINED

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

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

0 South Avenue H, Freeport



5/2024
Subject
Frontage
R-O-W



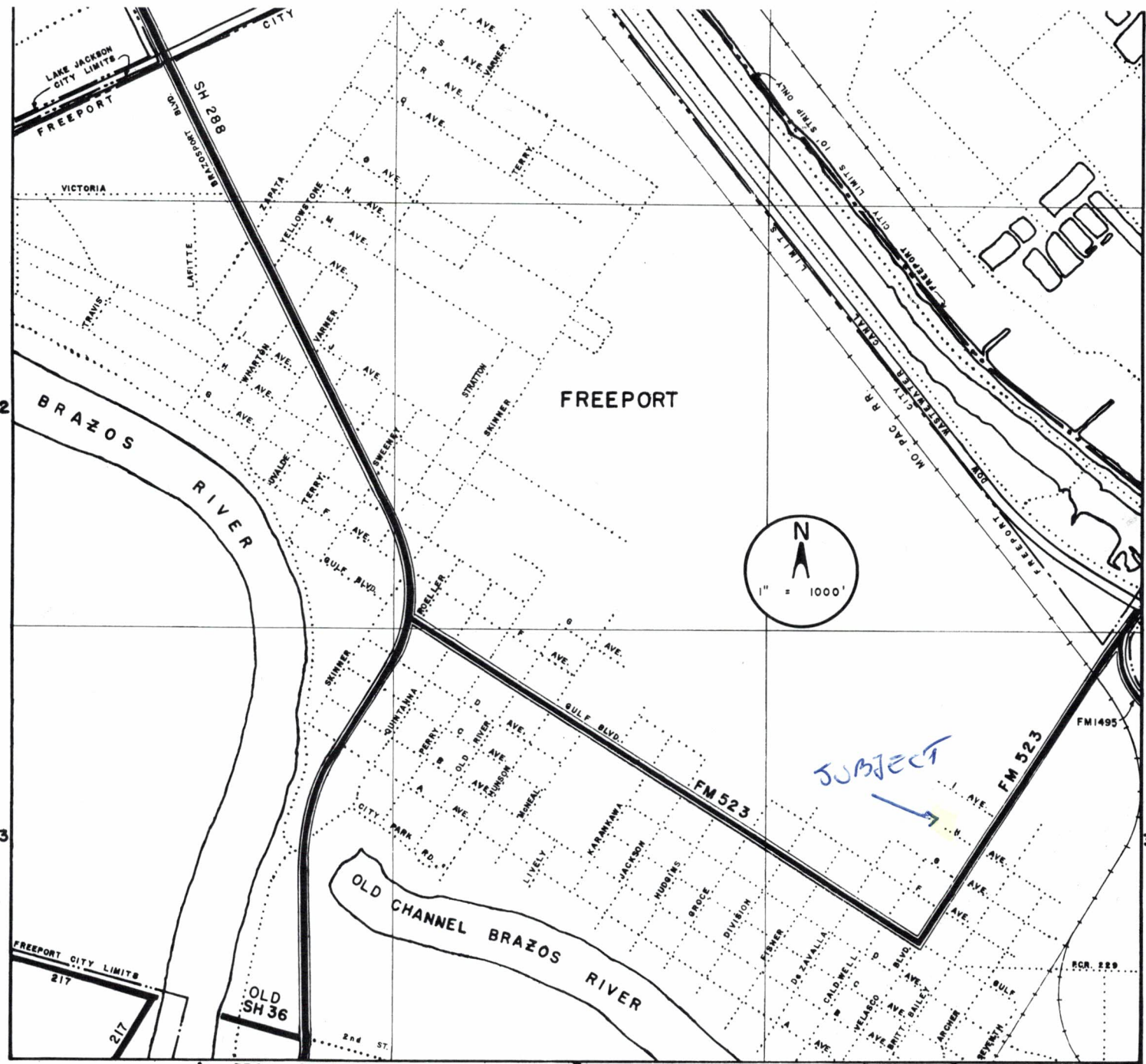
Property
Boundary



West View
S. Ave H &
R-O-W



View from
Subject
of R-O-W

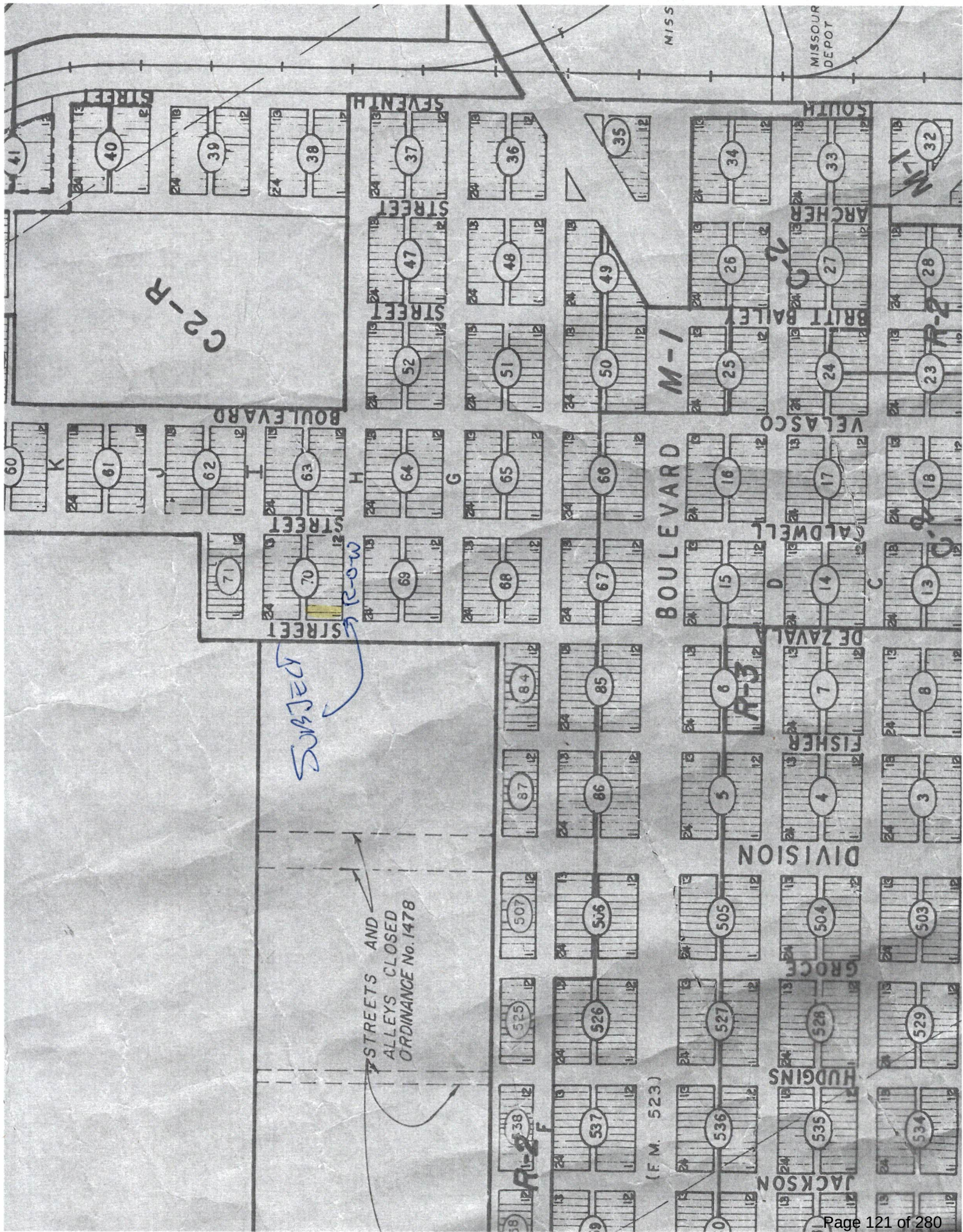


A FROM PAGE 15,16

B

(SEE PAGE 87)

C



QUALIFICATIONS

GREG C. FLANIKEN

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

Listing and Selling Real Estate full-time since 1975

Courses Taken and Completed:

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

Partial List of Clients:

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

Invoice No. **L2B70524**

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

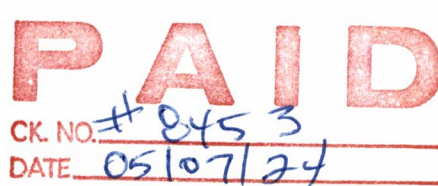
INVOICE

Customer

Name David Ellis
Address 1502 Hyde Park Blvd.
City Houston State TX ZIP 77006
Phone 713-392-5570

Misc

Date 5/3/2024
Order No. 0 S Ave H
City Freeport
State-Zip TEXAS, 77541

Qty	Description	Unit Price	TOTAL
1	BROKER PRICE OPINION @ 0 S. Avenue H, Freeport, TX 77541 Lot 2, Block 70, Velasco Townsite City of Freeport, Brazoria County, Texas Locally known as: 0 S. Avenue H 	\$ 225.00	\$ 225.00

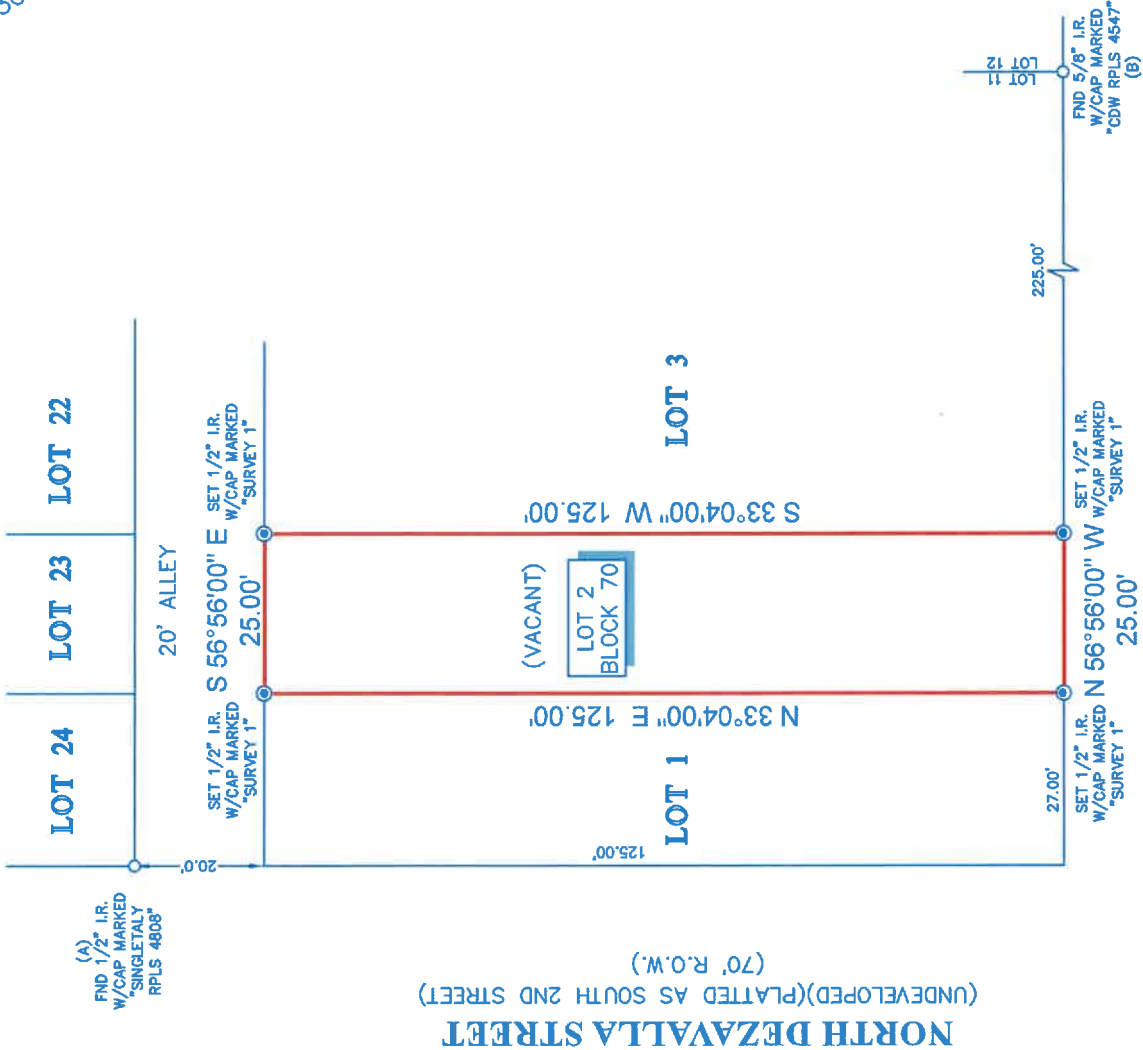
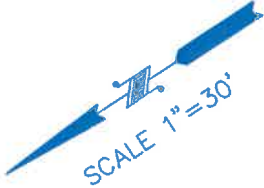
SubTotal	\$ 225.00
Shipping	
TOTAL	\$ 225.00

Tax Rate(s)

Comments Payable to: Greg Flaniken
via: Cash, Check, or Money Order

Office Use Only

Thank you for your business.



NORTH DEZAVILLA STREET
(UNDEVELOPED)(PLATTED AS SOUTH 2ND STREET)
(70' R.O.W.)

SOUTH AVENUE H
(70' R.O.W.)

NOTES:

1. ALL BEARINGS SHOWN HEREON ARE REFERENCED TO THE SUBDIVISION PLAT NAMED BELOW, POINTS (A) AND (B) WERE HELD FOR HORIZONTAL CONTROL.
2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF INFORMATION CONTAINED IN A TITLE REPORT PER THE REQUEST OF THE BUYER, SURVEYOR HAS NOT INDEPENDENTLY ABSTRACTED SUBJECT PROPERTY.
3. THIS SURVEY IS CERTIFIED TO DAVID ELLIS FOR THIS TRANSACTION ONLY, IT IS NOT TRANSFERABLE TO ADDITIONAL INSTITUTIONS OR SUBSEQUENT OWNERS.
4. ALL EASEMENTS AND BUILDING LINES SHOWN ARE PER THE RECORDED PLAT UNLESS OTHERWISE NOTED.
5. THERE ARE NO NATURAL DRAINAGE COURSES ON SUBJECT PROPERTY.

LEGAL DESCRIPTION: LOT 2, IN BLOCK 70, OF THE CITY OF VELASCO, A SUBDIVISION IN BRAZORIA COUNTY, TEXAS, ACCORDING TO THE MAP OR PLAT THEREOF RECORDED IN VOLUME 32, PAGES 14-25 OF THE PLAT RECORDS OF BRAZORIA COUNTY, TEXAS.



SURVEYOR'S CERTIFICATE:
IN MY PROFESSIONAL OPINION, THIS PLAT REPRESENTS THE
FACTS FOUND ON THE GROUND DURING THE COURSE OF A
BOUNDARY SURVEY CONDUCTED UNDER MY SUPERVISION ON
APRIL 10, 2024 AND THAT THIS PLAT SUBSTANTIALLY
COMPLIES WITH THE STANDARDS AND PRACTICES SET FORTH BY
THE TEXAS BOARD OF PROFESSIONAL ENGINEERS AND LAND
SURVEYORS, AND THAT THERE ARE NO ENCROACHMENTS OR
PROTRUSIONS EXCEPT AS SHOWN.

RICHARD FUSSELL
RPLM 4148

CLIENT: TBD

ADDRESS: SOUTH AVENUE H

www.survey1inc.com
survey1@survey1inc.com

FIELD CREW: JF

TECH: ARH

DRAFTER: MC(V)

FINAL CHECK: LT

DATE: APRIL 15, 2024

Survey 1, Inc.
Your Land Survey Company

Firm Registration No. 100758-00

P.O. Box 2543 | Alvin, TX 77512 | (281)393-1382

JOB# 4-136273-24



City Council Agenda Item #9.

Title: 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.

Date: May 20, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends proposal from IAD Architect and Design

Item Summary: Staff tasked IAD Architects and Design to provide the City with a proposal for the renovation of the Pixie Heritage House. At the Council's request, staff reached out to the City Engineer Kimley Horn and Project Luong was recommended for an additional proposal for the project. Staff discussed the project with Mr. Alec Luong and scheduled a site visit, in which they have been non-responsive. In addition, staff has contacted numerous architects at the request of the council. Staff contacted Dan-Tex Design, Espinal Architects LLC., and J Hannah Design Group. Each firm that was contacted has been non-responsive.

Background Information: The Pixie Heritage House has been inoperable for a number of years. The City in the past had a renovation project completed and shortly after that time, the building started having issues with water coming into the building that caused damage to the windows, ceiling and flooring. The city has budgeted \$375,000 dollars to make the necessary repairs. This building in the past was heavily used as a rental venue and an additional source of revenue for the city. 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.

Special Considerations: Once approved, IAD Architect and Design will be tasked to provide the required documents for advertisement. Staff will bring proposals back to council at a later date for selection of a contractor to perform the renovation.

Financial Impact: Budgeted Item

Board or 3rd Party Recommendation: NA

Supporting Documentation:

1. IAD Architect

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com



February 20, 2024

Mr. Lance Petty
City Manager
City of Freeport
200 West Second Street
Freeport, Texas 77541
(Sent via email to: lpetty@freeport.tx.us)

Dear Mr. Petty,

Thank you for the opportunity to visit with you and to discuss the City of Freeport's interest in renovating the existing Pixie Heritage House in downtown Freeport, Texas. We also thank you for your consideration of iAD Architects as a professional and local design services solution for this important project.

Per your request, we are pleased to submit this proposal for professional architectural and engineering services to design and produce construction contract documents for the proposed renovation project.

PROJECT SCOPE

As a result of our on-site meeting and subsequent discussions and email correspondence with yourself, and Mr. Tom Sbrusch of Cedna Engineering, we understand that the project scope will include the following:

- Work with you and other City of Freeport stakeholders to redevelop the current facility located at 303 E. Park Avenue into a renovated, two-story, hospitality and entertainment space of approximately 4,800 sq. ft.
- Develop an accurate set of Existing Conditions drawings to serve as a baseline of drawings to further communicate the scope of work for future contractors to understand the proposed demolition and reconstruction work associated with this project.
- Based upon our recent site visit with you, we believe the entire existing siding of the facility will need to be removed to provide a better assessment of the potential damage behind the siding. It is likely that the substrate behind the current exterior siding is damaged and may also jeopardize some of the exterior wood framing of the building.
- Obvious rot and decay have affected many of the existing windows due to a lack of proper waterproofing and flashing in these areas. Many of these windows will need to be replaced.
- The extent of the necessary repairs will not be quantified until we can fully observe the condition once the existing siding has been removed.
- Areas of interior drywall and block paneling/trim on the perimeter walls and ceiling will need to be replaced due to previous leaks and water penetration into the building.
- We will also consider all life safety items to maintain proper ingress/egress in/out of the facility.
- It is not anticipated that extensive interior remodeling will be necessary beyond that scope of work associated with repairing those areas affected by deteriorating conditions due to water penetration.
- Work with you and other City of Freeport stakeholders, along with our professional structural engineering and windstorm consultants to provide a structurally safe and windstorm compliant facility.

- Develop complete Construction Documents for the permitting and construction for the development defined above.
- We believe construction costs for this project could range between \$250,000 and \$350,000, (depending on the extent of water damage), for the associated demolition, waterproofing, and restoration work to this facility.

SCOPE OF BASIC SERVICES

Per your request, we understand that the professional service scope of work requested for this project shall include design and coordination of the following disciplines:

- Architectural Design and Construction Contract Documents
- Structural Engineering (limited)
- Windstorm Engineering and Inspections

Those professional disciplines identified above shall design and develop complete design/bid documents for the above-mentioned development.

All work will be designed and specified to comply with all local building codes, including all state and national accessibility standards.

Deliverables for this proposed scope of work will include submittals of design and engineering drawings for your review along with all members of the design team. We anticipate submittal milestones to include complete Schematic Design, Complete Design Development, a 50% Owner Review set, and a 100% Construction Documents package. Upon completion of each design phase, and as authorized by you, we will complete and deliver final construction documents and specifications to you for competitive bidding.

We anticipate the City will advertise this project to solicit qualified general contractors to be selected by the City of Freeport.

Our responsibilities will include professional services for the stated scope of work through the Construction Documentation, Bid/Negotiation phase, Construction Administration, and Project Closeout.

This proposal does not include mechanical, electrical, plumbing, or civil engineering, the design or delivery of site utilities, any low voltage systems such as I.T./data systems, audio visual systems, fire suppression systems or landscape/irrigation. We will be pleased to coordinate these services for you if requested, and invoice to you as an additional service addressed in our Per Diem Rate Schedule.

COMPENSATION FOR SERVICES

Compensation to Integrated Architecture & Design, LLC for the above-stated scope of work is proposed at a fixed fee of \$39,817.00. (Thirty-nine thousand, eight hundred and seventeen dollars); plus, all project related reimbursable expenses. This amount is inclusive of the professional consulting services identified above.

Anticipated project related reimbursable expenses such as accessibility reviews, travel, printing/plotting, and deliveries, are not a part of this proposal and may approach an additional \$4,100.00.

On-site accessibility inspections are required by the State of Texas and need to be coordinated and paid for by the Owner. We are happy to coordinate this for you upon successful completion of the project.

At your request, we will be pleased to submit an AIA B101 – 2017 Document “Standard Form of Agreement Between Owner and Architect” for your review and consideration to formalize this agreement beyond this proposal letter.

This proposal will remain valid for 90 days.

PAYMENT

Invoicing shall be monthly based on completed work at the time of invoicing or at the completion stage of each phase of the design agreement. Terms shall be Net 30 days.

ADDITIONAL SERVICES

The following are examples of architectural services not included as a part of Basic Services under this proposal:

- Services due to significant changes in scope of the Project or its design, including but not limited to changes in size, complexity, schedule, or type of construction based on the descriptions of scope in this proposal.
- Revising documents and specifications which the Owner has previously approved or when changes are due to causes beyond the control of the Architect. Special meetings for changes of this type will also be Additional Services.
- Preparation of design documents for alternate systems, or for out-of-sequence work requested by the Owner.
- Providing design services relating to future facilities, systems, and equipment, which are not intended to be constructed or operated as a part of the Project.
- Providing design for value engineering of the project after the drawings have been submitted, reviewed, and approved.
- Any reimbursable expenses associated with additional services defined above.

Upon request and written authorization by the Owner, Architect will provide these services as Additional Services. Billing for Additional Services shall be as per the attached Per Diem Rate Schedule. No additional services will be provided or invoiced without the Owner's written consent.

EXECUTION

Should this proposal meet your approval, please duplicate this proposal, execute both copies; retain one for your records and return the other to our office.

Thank you again for considering iAD Architects and for the opportunity to submit this proposal. We look forward to working with you on this project. Should you have any questions, please do not hesitate to call.

Best regards,



Brent K. Bowles, AIA
Principal, iAD Architects

Accepted by: _____
(Signature)

Date: _____

Organization: _____

Title: _____

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com



PER DIEM RATE SCHEDULE

As of January 1, 2024

Please note that all architectural, design and other related professional services agreed to be compensated via terms of a Per Diem Rate shall be as follows below, and that such rates will be in effect as of the above-mentioned date on all projects in which Integrated Architecture & Design performs professional services:

<u>Integrated Architecture & Design Staff</u>	<u>Rate</u>
Architect/Principal	\$200.00/hour
Associate/Architect	\$150.00/hour
Associate/Production	\$100.00/hour
Draftsman/Production	\$85.00/hour
Clerical	\$60.00/hour

Direct non-labor expenses, such as printing, plotting, reproduction of all project correspondence and contract documents or similar documents, postage, freight, express delivery, photography, and/or travel shall be considered as a Reimbursable Expense and subject to invoice to the client with a multiplier of 1.10.

Consultant fees will be billed directly to the Architect. The Architect will invoice the client for these fees with a multiplier of 1.10.

The Texas Board of Architectural Examiners has jurisdiction over complaints regarding the professional practices of persons registered as architects in Texas. TBAE, 333 Guadalupe, Suite 2-350, Austin, TX 78701-3942. p. 512.305.9000



City Council Agenda Item #10.

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 20, 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
4. fre1557_Office H&H_2023-03-15

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

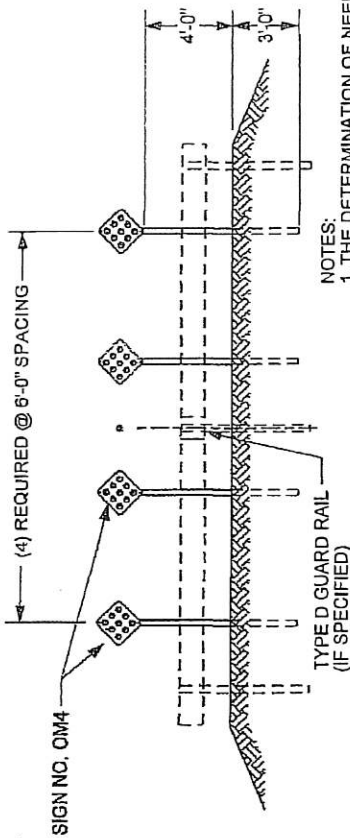
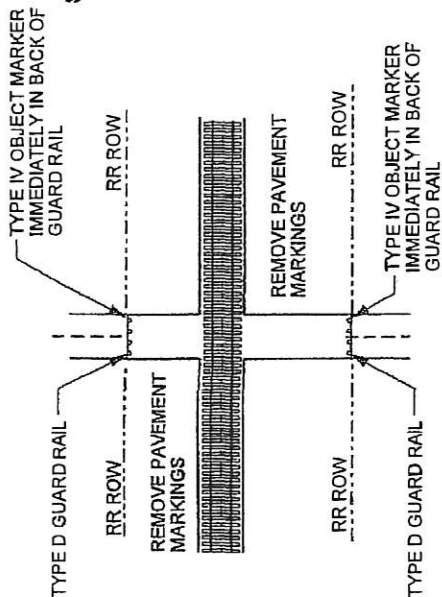
By: _____

Printed Name: _____

Title: _____

EXHIBIT A

Exhibit A is the plans referenced in Section 4A.



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.

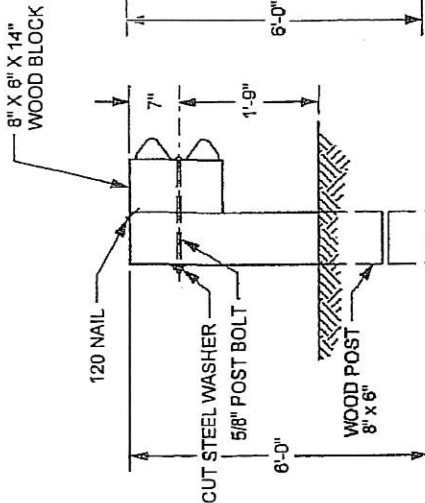
5. POST MAY BE WOOD OR STEEL WITH ONLY ONE MATERIAL ALLOWED WITHIN A SINGLE PROJECT, EXCEPT FOR END TREATMENTS.

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

7. SEE PAGE 2 AND 3 FOR MORE DETAILS.

MOUNTING DETAILS

TYPICAL ROAD CLOSED



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

UNION PACIFIC RAILROAD ENGINEERING STANDARDS

TYPE IV BARRICADE FOR ROAD CROSSING CLOSURE

STD DWG
0310
PAGE 1 OF 3

APPROVED: *Cal M. Smith*
UNION PACIFIC
ENGINEERING
ADOPTED: AUG. 14, 2008
REVISED:
FILE NO.: 0310

Copyright © 2008 by Union Pacific Railroad

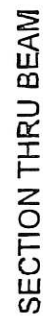
STD DWG
0310
PAGE 1 OF 3



RED TYPE 2 REFLECTIVE SHEETING WITH RED REFLECTORS ON 0.063" THICK SHEET ALUMINUM WITH TWO 3/8" DIAMETER HOLES EACH.

HOLE DETAIL FOR STEEL POST & WOOD BLOCKS

ALL HOLES 13/16" DIAMETER EXCEPT AS NOTED



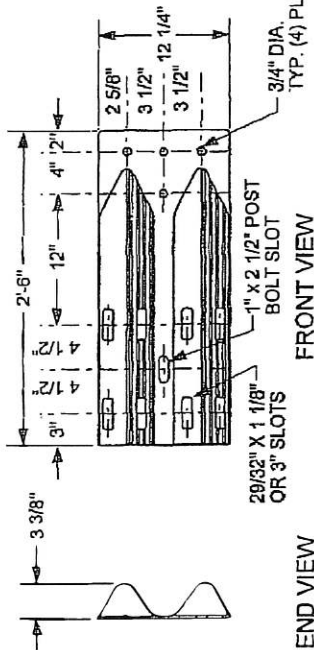
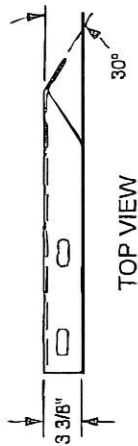
UNION PACIFIC RAILROAD ENGINEERING STANDARDS

TYPE IV BARRICADE FOR ROAD CROSSING CLOSURE

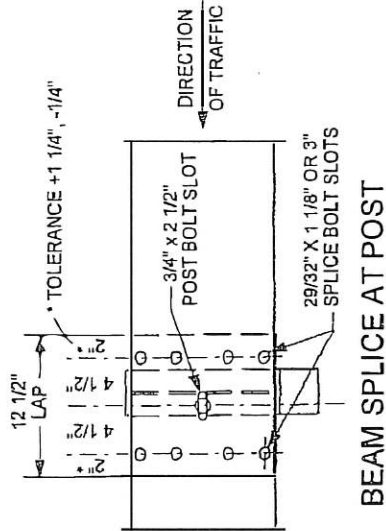
APPROVED: *Charles A. Conard*
VP ENGINEERING
ADOPTED: AUG. 14, 2009
REVISED:
FILE NO.: 0310

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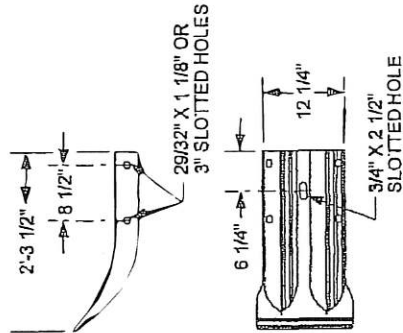
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PAGE 2 OF 3



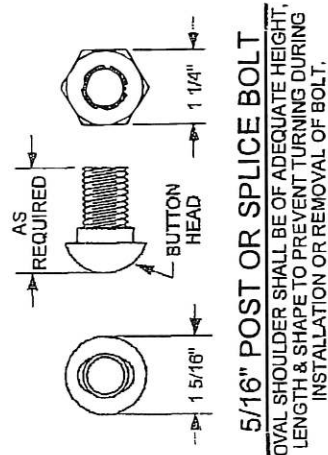
TERMINAL CONNECTOR



BEAM SPLICE AT POST



12 GAGE
END SECTION



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

STD DWG
0310
PAGE 3 OF 3

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

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STD DWG
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.

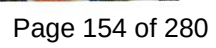
If required, coverage may be provided in separate policy form or by endorsement to Contractors CGL or RPL. Any form coverage must be equivalent to that provided in ISO form CG 24 15 "Limited Pollution Liability Extension Endorsement" or CG 28 31 "Pollution Exclusion Amendment" with limits of at least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





Office H&H

- ☐ Overnight
- ☐ Regular Mail
- ☐ Hand Delivery
- ☒ Other: Email

TO:	Brandon Loeffler, PE – UPRR
FROM:	Chris Vokt, PE – Olsson
RE:	Bridge 15.57 Freeport Industrial Lead – Office H&H Summary
DATE:	March 15, 2023
PROJECT #:	023-01162

This office-level Hydrologic and Hydraulic (H&H) evaluation was conducted to determine the feasibility of closing/filling the overpass bridge without the need for culverts. Per UPRR's records, Bridge 15.57 consists of a 4-span, 55-ft long, Timber Stringer Trestle – Open Deck (TST-OD) bridge and has a low chord to top of road dimension of 7.4 ft. The bridge serves UPRR's industrial lead track running in a north-south direction and is located over West 1st Street. The bridge is located near latitude 28.95347° N and longitude 95.35414° W in the City of Freeport, Brazoria County, TX and situated in a FEMA-designated Zone X.

Historically, Bridge 15.57 likely provided right bank overflow relief to Bridge 15.60, which spanned Brazos River, in addition to serving as an overhead bridge. Brazos River has since been cutoff upstream of Bridge 15.60, re-channeled to the Gulf of Mexico and the abandoned portion of Brazos River in the vicinity of Bridge 15.60 renamed Old Brazos River (essentially a harbor and turning basin). Areas outside of Old Brazos River, including Bridge 15.57, are protected from riverine and coastal flooding/storm surge by the Brazos River Levee System and the Freeport Hurricane Flood Protection System. The nearest levee is located approximately 20 ft north of the north Bridge 15.57 abutment.

Based on 2-ft contours developed from LiDAR, Bridge 15.57 does not serve a drainage area and runoff generated in the immediate vicinity of the bridge traverses south and parallel to the track embankment as sheet flow. As such, the bridge may be filled/abandoned and a culvert inserted through the existing bridge is not warranted for drainage.

Although Bridge 15.57 consists of multiples spans, it can be considered to meet UPRR's office-level H&H only evaluation since it does not serve as a drainage structure.

Since the bridge is located in a FEMA-designated Zone X, a floodplain development permit is not required by the City of Freeport. The bridge does not serve a waters of the U.S., therefore a Section 404 Permit is not required by the U.S. Army Corps of Engineers (USACE). Given the proximity of the bridge to a levee system, a Section 408 review might be required by Velasco Drainage District and the USACE.



City Council Agenda Item #11.

Title: Consideration and possible action for Freeport PD to go into contract with American Red Cross as a training provider.

Date: May 20, 2024

From: Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends council to approve the police department to sign a training contract with the American Red Cross to provide police staff with required training and offer training to additional city staff and the public.

Item Summary: Freeport PD is a training provider for TCOLE (Texas Commission On Law Enforcement), which allows us to provide some of the mandated training to have our staff up to date and in compliance with the state requirements. With recent changes in some of these requirements, we would also like to become a training provider for the American Red Cross so that we have all of our staff up to date on their CPR with only the initial cost through the American Red Cross and no additional instructor fees. We currently have a telecommunicator who is a TCOLE instructor and a CPR instructor.

Background Information: In 2021, HB 786 passed by the 87th Texas Legislature that amends Texas Occupations Code Chapter 1701. Cardiac Emergency Communication is designed to teach all telecommunicators how to identify when cardiopulmonary resuscitation (CPR) is needed and how to talk a caller through the process. In order to do this, a telecommunicator must first be certified in CPR training. This is a mandatory course to be taken every two years.

Special Considerations: Telecommunicators must take this course every two years to maintain their license. Currently, CPR is not a mandate for the remainder of our staff, but we would like to make it mandatory to better serve our citizens.

Financial Impact: The fee for CPR classes is \$35 per student, which is the direct cost through the American Red Cross. Finance would set up a separate account to process this training through.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. LTP Agreement - Freeport Police Department 051524
2. LTPA Appendix B - - Freeport Police Department 051524
3. Price Group Price Lists 2.0_SD-51417560 - COURSES



Licensed Training Provider Agreement

This **Licensed Training Provider Agreement** ("Agreement") is by and between The American National Red Cross ("Red Cross") and **Freeport Police Department** (the "LTP") (each a "Party" and together the "Parties"), effective as of the last date of signature set forth below ("Effective Date"), for the purpose of licensing Red Cross training materials and curriculum to LTP in order to permit LTP to deliver instruction in the Red Cross training courses that are included within the product package(s) listed in Appendix B ("Courses").

1. LTP Responsibilities. LTP will:

- 1.1. Only permit an individual to teach a Course and submit Course Records (as defined below) under LTP's account in Red Cross's learning management system ("LMS") if that individual (i) has an active certification by Red Cross to teach the Course, and is otherwise in good standing as an instructor with Red Cross, when the Course is delivered, and (ii) has been authorized by LTP to teach Courses on LTP's behalf and enter records for completed Courses ("Course Records") on LTP's behalf in Red Cross's LMS before the Course is delivered. (Individuals who satisfy all of these conditions are hereinafter referred to as "Instructors").
- 1.2. Cause Instructors to teach Courses using only Red Cross-approved instructional materials and such other copyrighted and proprietary educational content as Red Cross may provide from time to time to licensed training providers of Course instruction ("Course Materials"), in compliance with the most current Red Cross Training Provider Resource Guide ("Guide"), curricula, policies, and procedures, as the same may be amended or supplemented from time to time (collectively, the "Policies"), which Policies, as of the Effective Date, are available at <https://www.redcrosslearningcenter.org>.
- 1.3. Only sponsor, promote, and teach Courses and otherwise perform under this Agreement within the United States of America and its territories ("U.S."), as the Red Cross is only permitted to operate within the U.S.
- 1.4. Permit—or, upon Red Cross's request, obtain permission for—Red Cross to enter upon the premises at which Courses are taught so that Red Cross can observe LTP's Courses. Red Cross will cooperate with LTP in the scheduling of any such visit, but LTP may not notify its Instructors in advance of a scheduled visit.
- 1.5. Enter accurate and complete Course Records for each completed Course, along with all other requested information, into the Red Cross's LMS within ten (10) calendar days of the date that any scheduling instance of a Course (each a "Class") has been completed, and comply with all terms and conditions of the LMS during such use.
- 1.6. Only issue Course completion certificates, using Red Cross-approved systems and forms, to students who have successfully completed a Course that has been administered by the required number of Instructors and otherwise in compliance with the Policies and this Agreement (it being understood that Red Cross may, in addition to other remedies, invalidate any Course completion certification not issued in conformity with this section).
- 1.7. Pay all fees payable under this Agreement when due, in accordance with section 5 below.
- 1.8. Be responsible for LTP's acts and omissions, and the acts and omissions of its Instructors, in connection with the delivery of Courses under this Agreement.
- 1.9. Maintain insurance (or, if LTP is a public entity, self-insure through a publicly recognized self-insurance program) to cover its performance under this Agreement, as Red Cross insurance does not extend to LTP or its Instructors. If aquatics courses are included among the Courses that LTP is authorized to deliver under Appendix B, maintain, at minimum, the types and limits of coverage set forth in Appendix C. Provide proof of insurance coverage to Red Cross upon its request.



2. License to Course Materials; CPS.

- 2.1. Red Cross is the owner of Course Materials. Subject to the terms and conditions of this Agreement, Red Cross hereby grants LTP a limited, non-exclusive, non-transferrable, and non-sublicensable license to publicly display and perform, Course Materials solely for the purpose of conducting Courses authorized under this Agreement. LTP may not revise, edit or create derivative works of Course Materials, in whole or in part.
- 2.2. Course Materials will be made available to LTP by digital download or other means as determined by Red Cross. LTP shall only obtain Course Materials for Courses that LTP is authorized to provide, and only through distribution means authorized by Red Cross.
- 2.3. Any certificates memorializing the successful completion of any Course may be issued only through the LMS. LTP has no right or authorization to design or create its own Course completion certificates.
- 2.4. LTP shall use reasonable efforts to protect the Course Materials from use not permitted under this Agreement. This Agreement does not constitute a transfer of ownership rights in the Course Materials. LTP shall not use facts and information from the Course Materials to create its own courses and course materials.
- 2.5. LTP may, from time to time, at its election, participate in Red Cross's Class Posting Service ("CPS"). Using the CPS, licensed training providers of Red Cross may advertise the availability of Courses to prospective students on Red Cross's on-line store, for additional fees. LTP agrees that its participation in the CPS will be governed by the terms and conditions contained in Red Cross's CPS User Guide, as the same may be amended from time to time. Red Cross may suspend or terminate the CPS with respect to all licensed training providers, including LTP, at any time or from time to time, in its sole discretion.

3. Use of Names and Marks.

- 3.1. Red Cross grants LTP the limited, non-exclusive, non-transferable and non-assignable license in the U.S. to use the name and logo of the Red Cross in the format set forth in the Guide (the "Authorized Mark") solely to promote that LTP is an authorized provider of the Courses, and subject to all restrictions herein this Agreement and the Policies.
- 3.2. Except as expressly provided in this Agreement, neither Party may use the other Party's name(s), logos trademarks or other intellectual property in marketing materials, press releases, presentations other than Courses, or otherwise without the advance written consent of the other Party, which consent may be granted or withheld in the other Party's sole discretion.
- 3.3. LTP shall not state or imply that Red Cross sponsors or endorses LTP's business, products or services generally, or that any other training courses and services other than the Courses, are owned or endorsed by or otherwise associated or affiliated with Red Cross.
- 3.4. LTP shall not (i) create a compound mark with the Authorized Mark or (ii) use the Authorized Mark with any other design, slogan or trademark when such combination would tend to cause confusion as to source or affiliation.
- 3.5. LTP shall not in any instance, use a Greek red cross design in association with its business, goods or services.

4. Term and Termination.

- 4.1 This Agreement will be effective as of the Effective Date listed above and ends on the day before the thirty-six (36) month anniversary thereof, unless earlier terminated as provided below.
- 4.2 Red Cross may immediately terminate this Agreement if LTP breaches this Agreement. Red Cross may also terminate this Agreement if LTP breaches the terms of the CPS.



- 4.3 Either Party may terminate this Agreement with advance written notice to the other Party of at least thirty (30) days.
- 4.4 Notwithstanding expiration or any termination of this Agreement, the provisions of this Agreement will continue to govern with respect to any amounts payable to Red Cross for Courses completed prior to such expiration or termination. The Parties' obligations under sections 5.10 and 7 below will also survive expiration or any termination of this Agreement.

5. Fees and Invoicing.

- 5.1 For each Course enrollee, LTP will be charged the per-student license fee that is applicable to that Course. Courses are included within the product package(s) listed on Appendix B. Fees for Courses are set forth in the price list attached to Appendix B.
- 5.2 Unless LTP has been approved for invoicing, LTP will remit payment by credit card upon entry of Course Records into LMS. All fees for CPS are non-refundable and will be paid by credit card at the time LTP submits the Class for posting.
- 5.3 Red Cross may approve or deny LTP's request to be invoiced at Red Cross's sole discretion. Invoices will be sent via postal mail, may be issued up to four (4) times per month, and will include all transactions submitted in that billing period. Payment in full is due thirty (30) days from the date of each invoice. If LTP does not pay any amount by the payment due date, the Red Cross may, in its sole discretion (a) suspend or terminate the LTP's invoicing privileges and require credit card payment at the time LTP enters Courses into LMS; or (b) suspend or terminate the LTP's right to deliver Red Cross training and enter Course Records into LMS. If the Red Cross pursues collections action to recover past due amounts, the LTP will be responsible for all costs of collection including reasonable attorney's fees and collection agency fees and expenses.
- 5.4 If approved for invoicing, LTP may elect to have invoices delivered electronically to one (1) email address. LTP will provide Red Cross a single valid email address for electronic invoice delivery. LTP will receive a PDF copy of the invoice. LTP understands that LTP will not receive an invoice via postal mail after enrollment in electronic invoice delivery.
- 5.5 If LTP desires that invoices issued by Red Cross reflect LTP-issued purchase order numbers, then any such purchase order must be received by Red Cross at least ten (10) business days prior to the Class date; it being understood that under no circumstance will the absence of an LTP-issued purchase order number on any invoice excuse LTP's timely payment of that invoice.
- 5.6 To pay an invoice by credit card or to establish ACH payments, call 888-284-0607. To pay an invoice by check, include the remittance advice showing the LTP account name, customer number and invoice number, and send to:

American Red Cross - Training Services
25688 Network Place
Chicago, IL 60673-1256

- 5.7 Red Cross is not obligated to use LTP's vendor payment portal. If LTP desires that Red Cross use LTP's vendor payment portal, LTP must make such a request in writing. Red Cross may grant or deny the request in its sole discretion. Acceptance of such a request may only be made in writing by an authorized representative of Red Cross. LTP must continue to pay invoices delivered by mail or email on a timely basis while such a request is pending. If Red Cross elects to use LTP's vendor payment portal, Red Cross will not be obligated to pay LTP or any third party any fee or expense for such use, regardless of any provision to the contrary in such portal's terms of use. LTP will, on demand, promptly reimburse Red Cross for any such fee or expense.
- 5.8 If LTP has account balance or invoice questions or concerns, immediately upon receipt of invoice, LTP may email billing@redcross.org or call 888-284-0607 to report and resolve the inquiry.



5.9 At least annually, Red Cross will review its national Course price list, and may increase its prices for Courses. Red Cross will notify LTP of any such increase. Such notice (which Red Cross may send to LTP's contact for notices or contact for billing in Appendix A) will specify the date on which the increase will take effect under this Agreement. That date will be at least thirty (30) days after the date of such notice. As of that effective date, prices under this Agreement will automatically be modified to reflect such increase without need for the Parties to take any other action, including (without limitation) the execution of any separate modification of, or amendment to this Agreement.

5.10 If the Red Cross determines that any Course offered by the LTP is not taught in accordance with Red Cross Policies, the LTP will be responsible for any costs associated with re-training Course participants. Red Cross, at its sole discretion, will determine the appropriate party to conduct re-training, which may include the LTP, or any Red Cross employee, volunteer, or third-party licensed training provider. LTP's obligation to pay for retraining under this section will survive the expiration or earlier termination of this Agreement with respect to any such retraining that takes place after the effective date of expiration or termination; and the provisions for invoicing and collection of past-due amounts set forth in this Section 5 will continue to govern with respect to any such obligation.

6. Notices. Each Party's contacts for notices and billing under this Agreement are listed on Appendix A.

7. Confidentiality. Except as required by applicable law or otherwise provided herein, LTP will maintain in confidence the pricing information set forth in Appendix B.

8. Intellectual Property.

8.1 Red Cross reserves all rights not expressly granted herein, in its registered and common law trademarks, service marks, names, emblems, logos and designs including without limitation, the Authorized Mark (the "Red Cross Marks"), and in the Course Materials in whole or in part (collectively the "Red Cross IP").

8.2 LTP acknowledges and agrees that the Red Cross IP is and shall remain the property of Red Cross, and that the license granted under this Agreement does not constitute a transfer to LTP of any ownership rights in the Red Cross IP. Further, the Parties agree and acknowledge that LTP's use of the Red Cross IP shall inure solely to the benefit of Red Cross.

8.3 LTP shall not commit, or cause any third party to commit, any act challenging, contesting or in any way impairing or attempting to impair Red Cross's right, title and interest in and to the Red Cross IP, including seeking registration of the Red Cross IP in whole or in part, or of any confusingly similar trademark or service mark anywhere in the world or incorporating LTP's business under the Red Cross Marks or any aspect of the Red Cross Marks or any name confusingly similar to the Red Cross Marks.

8.4 Upon the expiration or termination of this Agreement, all rights in the Red Cross IP herein granted to LTP immediately expire, and LTP will immediately cease all use of the Red Cross IP.

9. Miscellaneous.

9.1 Severability. In the event any provision of this Agreement is held invalid, illegal or unenforceable (any such provision, an "Invalid Provision") in any jurisdiction, the Red Cross and the LTP shall promptly negotiate in good faith a lawful, valid and enforceable provision that is as similar in terms to such Invalid Provision as may be possible while giving effect to the future benefits and burdens accruing to the Parties hereunder. But, in no way will the Invalid Provision affect the validity or enforceability of any other portion or provision of this Agreement, regardless of the ability of the Parties to negotiate a new provision.



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- 9.2 Independent Contractors. Each Party is an independent contractor with respect to the other, and nothing herein shall create any partnership, franchise, or joint venture between the Parties or an employer-employee or agency relationship. No agent, employee or servant of any Party shall be, or shall be deemed to be, the employee, agent or servant of the other Party, and each Party shall be solely and entirely responsible for its acts and the acts of its agents, employees and servants.
- 9.3 Assignment. LTP may not assign its rights under this Agreement, or delegate its obligations, in whole or in part, without the prior written consent of Red Cross. Any attempted assignment or delegation in violation of the foregoing will be null and void.
- 9.4 Governing Law. The Agreement is governed by the laws of the District of Columbia, without giving effect to its choice or conflict of law rules.
- 9.5 Inapplicability of Procurement Terms. This Agreement is not a contract for the purchase, sale, or use of personal property or for the rendering of personal or professional services by Red Cross. It is only a limited license in Red Cross IP. It is, therefore, not subject to policies, regulations, terms, conditions, or other requirements of LTP or any third party (including, but not limited to, the Federal Acquisition Regulation and any agency supplement thereto, and the U.S. Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) that relate only to suppliers and vendors of goods or services. Under this Agreement, Red Cross will not carry out part of any Federal award received by LTP. Neither Red Cross, the host of its LMS, nor any other vendor to Red Cross in connection with this Agreement, will act as, nor may any of them be deemed, (i) a subcontractor to Red Cross or a first-tier or lower-tier subcontractor or sub-grantee to LTP under any prime contract or grant, or (ii) a first-tier or lower-tier processor of personal or other data for LTP or any third party.
- 9.6 Data Processing. Red Cross operates the LMS as a nationwide system of course certification. It does not operate the LMS as a service to, or as an agent or for the benefit of, LTP. Insofar as Red Cross collects, processes, transmits, stores, or otherwise manages data, including personal data, contained in Course Records, it will not be doing so for, or on behalf of, or as a service to, LTP. Red Cross retains all rights in and to the LMS and any Course Records uploaded by LTP into the LMS.
- 9.7 Entire Agreement. This Agreement constitutes the entire agreement between the Parties and supersedes all prior agreements, understandings and representations, both written and oral, between the Parties with respect to the subject matter of this Agreement.
- 9.8 Amendments and Waivers. Amendments, addenda and waivers to this Agreement will be effective only if made, in each case, by a non-preprinted document clearly understood by both Parties to be an amendment, addendum or waiver, as the case may be, and signed by both Parties. Any additional or different terms or conditions contained in any purchase order, confirmation, receipt, invoice, click-through agreement, or similar documents will not be binding on either Party, whether or not such terms and conditions would materially alter this Agreement (and even if the receiving Party has signed or otherwise acknowledged such purchase order, confirmation, receipt, invoice, click-through agreement or similar document), and each Party hereby rejects all such additional or different terms and conditions.
- 9.9 Mutual Representations. Each Party is relying upon the truth and accuracy of the following warranties, as made by the other Party, as a material inducement to entering into this Agreement:
- A. LTP warrants that any information it has tendered to Red Cross concerning its legal status, identities of its directors, officers, shareholders, or other principals and affiliates, financial condition, current and historical operations, insurance coverages, and all other information requested by Red Cross in connection with any inquiry into LTP's capabilities and qualifications as a prospective licensed training provider of Red Cross, was, on the date it was provided to Red Cross and on the Effective Date, true and accurate in all respects and free of any misleading



- omissions. LTP acknowledges that the foregoing warranty is a material inducement for the Red Cross to enter into this Agreement.
- B. Each Party represents to the other that it is duly organized or incorporated and validly existing under the laws of the state where it is organized or incorporated (or, if it is organized under federal law, that it is duly organized and validly existing under the laws of the United States), that it has the power and authority to enter into this Agreement and carry out its provisions, that it has taken all actions required for it to enter into the Agreement prior to the Effective Date, that its representative who has signed this Agreement below is duly authorized to execute and deliver this Agreement, and that this Agreement is legally binding upon and enforceable against it.

The Parties, acting through their duly authorized officers, have executed this Agreement, which shall come into force as of the Effective Date. Execution of this Agreement confirms LTP's receipt of the Training Provider Resource Guide, which may be updated from time to time.

LTP Name: Freeport Police Department	The American National Red Cross
LTP Signature:	Red Cross Signature:
Name:	Name: Jacqueline Ayala-Ibarra
Title:	Title: Sales Representative
Date:	Date:



Licensed Training Provider Agreement
Appendix A – Contact Information

Licensed Training Provider (LTP) Information

LTP: Freeport Police Department

**LTP Address: 430 North Brazosport Boulevard
Freeport, TX, 77541**

LTP Fax:

LTP Account Number: SF21616447

LTP Contact: Annie Coe

LTP Contact Email: acoe@freeport.tx.us

LTP Contact Phone: (979) 233-3526

Extension:

(NOTE: All Billing Contact information MUST be completed for a specific individual; not a system/generic email)

LTP Billing Contact Name: Annie Coe

LTP Billing Contact Phone: (979) 233-3526

Extension:

LTP Billing Contact Email: acoe@freeport.tx.us

**LTP Billing Address: 430 North Brazosport Boulevard
Freeport, TX, 77541**

LTP DUNS Number:

Email for Invoice Delivery (if electing electronic invoice delivery):

Notices to be delivered to LTP Contact, above.

Red Cross sales representative

Name: Jacqueline Ayala-Ibarra

Phone: (972) 800-8051

Ext.:

Email: jacqueline.ayalaibar@redcross.org

Legal Notice to be delivered to your Red Cross sales representative with a copy to The American National Red Cross, Office of the General Counsel at 431 18TH Street NW, Washington, DC 20006.

Licensed Training Provider Agreement



Appendix C – Insurance Requirements for Aquatics LTPs

LTPs who have Aquatics Courses included in Appendix B are required to maintain General Liability insurance coverage in an amount not less than \$1,000,000 per occurrence naming the Red Cross as additional insured. The policy shall be written as primary policy coverage and not contributing with, or in excess of, any coverage which the Red Cross may maintain. Coverage limits may be met by a combination of primary and excess or umbrella policies. If LTP is a self-insured public entity, LTP must provide a certificate of self-insurance.

LTP shall provide the Red Cross with certificates of insurance (“COIs”) evidencing the required insurance coverage and limits prior to the commencement of training activities under this Agreement, and renewal certificates, for as long as this Agreement is in effect, to the Red Cross contact referenced in Appendix A. In addition, LTP shall provide Red Cross with COIs that conform to the above requirements for each affiliate, division, operating unit, and branch office of LTP that conducts training activities under this Agreement and maintains insurance coverage separate from LTP.

LTP agrees to notify the Red Cross prior to any cancellation or nonrenewal of the required insurance policies.

The Certificate of Insurance (COI) provided must be completed as follows:

Certificate Holder: **The American National Red Cross**
 431 18th Street, NW
 Washington, D.C. 20006

Description of Operations (shall read as follows):

RE: Licensed Training Provider Agreement.

THE AMERICAN NATIONAL RED CROSS, ITS GOVERNORS, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND PERMITTED ASSIGNS ARE INCLUDED AS ADDITIONAL INSUREDS WITH REGARDS TO GENERAL LIABILITY. PRIMARY AND NON-CONTRIBUTORY POLICY LANGUAGE IS INCLUDED WITH RESPECT TO GENERAL LIABILITY WHERE REQUIRED BY CONTRACT.

All such insurance carriers shall be authorized to do business in the state in which Courses are being provided.



Appendix B – Product Packages and Price List

Product Package(s)

AP/LTP-ALS/PALS Blended

AP/LTP-Basic Life Support

AP/LTP-Bloodborne Pathogens

AP/LTP-CPR/AED for the Prof Rescuer

AP/LTP-Emer Medical Response

AP/LTP-FA/CPR/AED

AP/LTP-Responding to Emergencies

AP/LTP-Spanish FA/CPR/AED

AP/LTP-Wilderness and Remote FA

CPS-Basic Life Support-Retail

CPS-CPR/AED for the Prof Rescuer-Retail

CPS-Emer Medical Response-Retail

CPS-FA/CPR/AED-Retail

CPS-FAST-Retail

CPS-Responding to Emergencies-Retail

CPS-Spanish FA/CPR/AED-Retail

CPS-Wilderness and Remote FA-Retail

(Price List Attached)

Additional Product Packages can be added as needed. Please contact your Red Cross representative as listed on [Appendix A](#).

Learn to Swim (LTS) Facility Fee - per pool(s) Location

Annual Volume of Enrollees LTS Facility Fee (required to teach LTS Program)	Facilities that offer Red Cross Lifeguarding	Facilities that do not offer Red Cross Lifeguarding	Completion Cards Included
0-75	\$200	\$240	75
76-500	\$300	\$360	500
501-999	\$650	\$780	1000
1000+	\$975	\$1,170	1500

Customers with Partner Access may register for LTS and pay the LTS facility fee by submitting a request through the American



Red Cross Learning Center: <https://www.redcrosslearningcenter.org>

Partner Access can be requested through your Red Cross representative as listed on [Appendix A](#).

Customers without Partner Access can call 1-800-RED-CROSS (800-733-2767) to register and pay via credit card by phone.

Equipment and Materials

Training equipment, materials and other supplies may be purchased through your Red Cross representative as listed on [Appendix A](#), or www.RedCrossStore.org.

Method of Payment

Preferred Payment Type

Invoice



Price List	SKU	Product	UOM	Price
AP/LTP-ALS/PALS Blended	AP-HSSBLS120-BL- r.21	Pediatric Advanced Life Support-BL	Each	99.00
AP/LTP-ALS/PALS Blended	AP-HSSBLS110-BL- r.21	Advanced Life Support-BL	Each	99.00
AP/LTP-Wilderness and Remote FA	AP-HSSWFA801-BL	Wilderness and Remote First Aid Instructor-BL	Each	45.00
AP/LTP-Wilderness and Remote FA	AP-HSSWFA801	Wilderness and Remote First Aid Instructor	Each	45.00
AP/LTP-Wilderness and Remote FA	AP-HSSWFA101	Wilderness and Remote First Aid	Each	30.00
AP/LTP-Responding to Emergencies	AP-HSSRTE406R	RTE with BLS, AEO, BBP, Epi, and Asthma Review	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE406C	RTE with BLS, AEO, BBP, Epi, and Asthma Challenge	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE406-BL	RTE with BLS, AEO, BBP, Epi, and Asthma -BL	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE406	RTE with BLS, AEO, BBP, Epi, and Asthma	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE405R	RTE Adult and Pediatric FA/CPR/AED Review with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE405C	RTE Adult and Pediatric FA/CPR/AED Challenge with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE405	RTE Adult and Pediatric FA/CPR/AED with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE404R	RTE Pediatric FA/CPR/AED Review with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE404C	RTE Pediatric FA/CPR/AED Challenge with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE404	RTE Pediatric FA/CPR/AED with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE403R	RTE Adult and Child FA/CPR/AED Review with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE403C	RTE Adult and Child FA/CPR/AED Challenge with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE403	RTE Adult and Child FA/CPR/AED with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE402R	RTE Child First Aid/CPR/AED Review with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE402C	RTE Child First Aid/CPR/AED Challenge with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE402	RTE Child First Aid/CPR/AED with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE401R	RTE Adult First Aid/CPR/AED Review with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE401C	RTE Adult First Aid/CPR/AED Challenge with Asthma, Epi and BBP	Each	50.00
AP/LTP-Responding to Emergencies	AP-HSSRTE401	RTE Adult First Aid/CPR/AED with Asthma, Epi and BBP	Each	50.00



AP/LTP-Responding to Emergencies	AP-HSSRTE205R	RTE Adult and Pediatric FA/CPR/AED Review and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE205C	RTE Adult and Pediatric FA/CPR/AED Challenge and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE205	RTE Adult and Pediatric FA/CPR/AED and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE204R	RTE Pediatric FA/CPR/AED Review and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE204C	RTE Pediatric FA/CPR/AED Challenge and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE204	RTE Pediatric FA/CPR/AED and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE203R	RTE Adult and Child FA/CPR/AED Review and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE203C	RTE Adult and Child FA/CPR/AED Challenge and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE203	RTE Adult and Child FA/CPR/AED and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE202R	RTE Child First Aid/CPR/AED Challenge and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE202C	RTE Child First Aid/CPR/AED Challenge and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE202	RTE Child First Aid/CPR/AED and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE201R	RTE Adult First Aid/CPR/AED Review and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE201C	RTE Adult First Aid/CPR/AED Challenge and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE201	RTE Adult First Aid/CPR/AED and BBP	Each	46.00
AP/LTP-Responding to Emergencies	AP-HSSRTE115R	Responding to Emergencies Adult and Pediatric First Aid/CPR/AED Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE115C	RTE Adult and Pediatric First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE115	RTE Adult and Pediatric First Aid/CPR/AED	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE113R	RTE Adult and Pediatric First Aid/CPR Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE113C	RTE Adult and Pediatric First Aid/CPR Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE113	RTE Adult and Pediatric First Aid/CPR	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE112R	Responding to Emergencies Adult and Child First Aid/CPR/AED Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE112C	RTE Adult and Child First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE112	Responding to Emergencies Adult and Child First Aid/CPR/AED	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE110R	RTE Pediatric First Aid/CPR/AED Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE110C	RTE Pediatric First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE110	RTE Pediatric First Aid/CPR/AED	Each	38.00



Freeport Police Department
May 15, 2024 PG-0000189357

AP/LTP-Responding to Emergencies	AP-HSSRTE109R	RTE Pediatric First Aid/CPR Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE109C	RTE Pediatric First Aid/CPR Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE109	RTE Pediatric First Aid/CPR	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE107R	RTE Adult and Child First Aid/CPR Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE107C	RTE Adult and Child First Aid/CPR Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE107	RTE Adult and Child First Aid/CPR	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE106R	RTE Child First Aid/CPR/AED Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE106C	RTE Child First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE106	RTE Child First Aid/CPR/AED	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE105R	RTE Adult First Aid/CPR/AED Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE105C	Responding to Emergencies Adult First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE105	Responding to Emergencies Adult First Aid/CPR/AED	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE103R	RTE Child First Aid/CPR Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE103C	RTE Child First Aid/CPR Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE103	RTE Child First Aid/CPR	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE102R	RTE Adult First Aid/CPR Review	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE102C	RTE Adult First Aid/CPR Challenge	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE102	RTE Adult First Aid/CPR	Each	38.00
AP/LTP-Responding to Emergencies	AP-HSSRTE101R	RTE First Aid Review	Each	30.00
AP/LTP-Responding to Emergencies	AP-HSSRTE101C	RTE First Aid Challenge	Each	30.00
AP/LTP-Responding to Emergencies	AP-HSSRTE101	RTE First Aid	Each	30.00
AP/LTP-Emer Medical Response	AP-HSSPRO805-BL	Emergency Medical Response Instructor-BL	Each	43.00
AP/LTP-Emer Medical Response	AP-HSSPRO501R	Emergency Medical Responder with Asthma and Epi Review, BLS, AEO and BBP	Each	43.00
AP/LTP-Emer Medical Response	AP-HSSPRO501C	Emergency Medical Responder with Asthma and Epi Challenge, BLS, AEO and BBP	Each	43.00
AP/LTP-Emer Medical Response	AP-HSSPRO501	Emergency Medical Responder with Asthma and Epi (includes BLS, AEO and BBP)	Each	43.00
		Emergency Medical Response Review (includes BLS, AEO and		



AP/LTP-Emer Medical Response	AP-HSSPRO103R	BBP)	Each	43.00
AP/LTP-Emer Medical Response	AP-HSSPRO103C	Emergency Medical Response Challenge (includes BLS, AEO and BBP)	Each	43.00
AP/LTP-Emer Medical Response	AP-HSSPRO103	Emergency Medical Response (includes BLS, AEO and BBP)	Each	43.00
AP/LTP-Basic Life Support	ROC-HSSBLS120-BL-r.21	Blended Learning Pediatric Advanced Life Support Online Session	Each	0.00
AP/LTP-Basic Life Support	ROC-HSSBLS110-BL-r.21	Blended Learning Advanced Life Support Online Session	Each	0.00
AP/LTP-Basic Life Support	ROC-HSSBLS101-BL-r.21	Blended Learning Basic Life Support Online Session	Each	0.00
AP/LTP-Basic Life Support	AP-HSSBLS803-BL- r.21	Pediatric Advanced Life Support Instructor-BL	Each	36.00
AP/LTP-Basic Life Support	AP-HSSBLS802-BL- r.21	Advanced Life Support Instructor-BL	Each	36.00
AP/LTP-Basic Life Support	AP-HSSBLS801-BL- r.21	Basic Life Support Instructor-BL	Each	43.00
AP/LTP-Basic Life Support	AP-HSSBLS401R-r. 21	Basic Life Support and First Aid with AEO and BBP Review	Each	45.00
AP/LTP-Basic Life Support	AP-HSSBLS401C-r. 21	Basic Life Support and First Aid with AEO and BBP Challenge	Each	45.00
AP/LTP-Basic Life Support	AP-HSSBLS401-r.2 1	Basic Life Support and First Aid with AEO and BBP	Each	45.00
AP/LTP-Basic Life Support	AP-HSSBLS303R-r. 21	Basic Life Support and First Aid with BBP Review	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS303C-r. 21	Basic Life Support and First Aid with BBP Challenge	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS303-r.2 1	Basic Life Support and First Aid with BBP	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS302R-r. 21	Basic Life Support and First Aid with AEO Review	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS302C-r. 21	Basic Life Support and First Aid with AEO Challenge	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS302-r.2 1	Basic Life Support and First Aid with AEO	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS301R-r. 21	Basic Life Support with AEO and BBP Review	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS301C-r. 21	Basic Life Support with AEO and BBP Challenge	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS301-r.2 1	Basic Life Support with AEO and BBP	Each	40.00
AP/LTP-Basic Life Support	AP-HSSBLS204R-r. 21	Basic Life Support and Responding to Emergencies First Aid Review	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS204C-r. 21	Basic Life Support and Responding to Emergencies First Aid Challenge	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS204-r.2 1	Basic Life Support and Responding to Emergencies First Aid	Each	38.00



Freeport Police Department
May 15, 2024 PG-0000189357

AP/LTP-Basic Life Support	AP-HSSBLS203R-r. 21	Basic Life Support with BBP Review	Each	35.00
AP/LTP-Basic Life Support	AP-HSSBLS203C-r. 21	Basic Life Support with BBP Challenge	Each	35.00
AP/LTP-Basic Life Support	AP-HSSBLS203-r.2 1	Basic Life Support with BBP	Each	35.00
AP/LTP-Basic Life Support	AP-HSSBLS202R-r. 21	Basic Life Support with AEO Review	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS202C-r. 21	Basic Life Support with AEO Challenge	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS202-r.2 1	Basic Life Support with AEO	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS201R-r. 21	Basic Life Support with First Aid Review	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS201C-r. 21	Basic Life Support with First Aid Challenge	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS201-r.2 1	Basic Life Support with First Aid	Each	38.00
AP/LTP-Basic Life Support	AP-HSSBLS120R-r. 21	Pediatric Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120C-r. 21	Pediatric Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS120-r.2 1	Pediatric Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110R-r. 21	Advanced Life Support Review	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110C-r. 21	Advanced Life Support Challenge	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS110-r.2 1	Advanced Life Support	Each	29.00
AP/LTP-Basic Life Support	AP-HSSBLS101R-r. 21	Basic Life Support Review	Each	25.00
AP/LTP-Basic Life Support	AP-HSSBLS101C-r. 21	Basic Life Support Challenge	Each	25.00
AP/LTP-Basic Life Support	AP-HSSBLS101-r.2 1	Basic Life Support	Each	25.00
AP/LTP-Basic Life Support	AP-HSSBLS101-BL- r.21	Basic Life Support-BL	Each	25.00
AP/LTP-Bloodborne Pathogens	ROC-HSSBBP102-OL-r.21	Bloodborne Pathogens for Tattoo Artists	Each	35.00
AP/LTP-Bloodborne Pathogens	AP-HSSBBP101-r.2 1	Bloodborne Pathogens Training	Each	18.00
AP/LTP-CPR/AED for the Prof Rescuer	ROC-HSSPRO101-OL-r.24	Blended Learning CPR/AED for Professional Rescuers Online Session	Each	0.00
AP/LTP-CPR/AED for the Prof Rescuer	ROC-HSSPRO101-BL	Blended Learning CPR/AED for Professional Rescuers Online Session	Each	0.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO821-BL	CPR/AED for Professional Rescuers Instructor Crossover/Re-entry-B L	Each	43.00
	AP-HSSPRO801-BL-			



AP/LTP-CPR/AED for the Prof Rescuer	r.24	CPR/AED for Professional Rescuers Instructor-BL	Each	43.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO801-BL	CPR/AED for Professional Rescuers Instructor-BL	Each	43.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403R-r. 24	CPR/AED for Professional Rescuers with First Aid and BBP Recertification	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403R-BL -r.24	CPR/AED for Professional Rescuers with First Aid and BBP Recertification-BL	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403R	CPR/AED for Professional Rescuers with First Aid and BBP Review	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403C-r. 24	CPR/AED for Professional Rescuers with First Aid and BBP Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403C	CPR/AED for Professional Rescuers with First Aid and BBP Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403-r.2 4	CPR/AED for Professional Rescuers with First Aid and BBP	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403-BL-r.24	CPR/AED for Professional Rescuers with First Aid and BBP-BL	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO403	CPR/AED for Professional Rescuers with First Aid and BBP	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402R-r. 24	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Recertification	Each	45.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402R-BL -r.24	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Recertification-BL	Each	45.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402R	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Review	Each	45.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402C-r. 24	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Challenge	Each	45.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402C	CPR/AED for Professional Rescuers with First Aid, BBP and AEO Challenge	Each	45.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402-r.2 4	CPR/AED for Professional Rescuers with First Aid, BBP and AEO	Each	45.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402-BL-r.24	CPR/AED for Professional Rescuers with First Aid, BBP and AEO-BL	Each	45.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO402	CPR/AED for Professional Rescuers with First Aid, BBP and AEO	Each	45.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401R-r. 24	CPR/AED for Professional Rescuers with First Aid Recertification	Each	38.00



AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401R-BL-r.24	CPR/AED for Professional Rescuers with First Aid Recertification-BL	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401R	CPR/AED for Professional Rescuers with First Aid Review	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401C-r. 24	CPR/AED for Professional Rescuers with First Aid Challenge	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401C	CPR/AED for Professional Rescuers with First Aid Challenge	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401-r.2 4	CPR/AED for Professional Rescuers with First Aid	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401-BL-r.24	CPR/AED for Professional Rescuers with First Aid-BL	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO401	CPR/AED for Professional Rescuers with First Aid	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301R-r. 24	CPR/AED for Professional Rescuers with RTE Bundle Recertification	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301R-BL-r.24	CPR/AED for Professional Rescuers with RTE Bundle Recertification-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301R	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Review	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301C-r. 24	CPR/AED for Professional Rescuers with RTE Bundle Challenge	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301c	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle Challenge	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301-r.2 4	CPR/AED for Professional Rescuers with Responding to Emergencies Bundle	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301-BL-r.24	CPR/AED for Professional Rescuers with RTE Bundle-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO301	CPR/AED for Professional Rescuers and Responding to Emergencies Bundle (Includes	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203R-r. 24	CPR/AED for Professional Rescuers with RTE, BBP, Epi and Asthma Recertification	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203R-BL-r.24	CPR/AED for Professional Rescuers with RTE, BBP, Epi, Asthma Recertification-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203R	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Review	Each	44.00



AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203C-r. 24	CPR/AED for Professional Rescuers with RTE, BBP, Epi and Asthma Challenge	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203C	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma Challenge	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203-r.2 4	CPR/AED for Professional Rescuers with RTE, BBP, Epi and Asthma	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203-BL-r.24	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO203	CPR/AED for Professional Rescuers with RTE, BBP, Epi, and Asthma	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202R-r. 24	CPR/AED for Professional Rescuers with AEO Recertification	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202R-BL-r.24	CPR/AED for Professional Rescuers with AEO Recertification-BL	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202R	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Review	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202C-r. 24	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Challenge	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen Challenge	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202-r.2 4	CPR/AED for Professional Rescuers with Administering Emergency Oxygen	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202-BL-r.24	CPR/AED for Professional Rescuers with AEO-BL	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO202	CPR/AED for Professional Rescuers with Administering Emergency Oxygen	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201R-r. 24	CPR/AED for Professional Rescuers with RTE First Aid Recertification	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201R-BL-r.24	CPR/AED for Professional Rescuers with RTE First Aid Recertification-BL	Each	38.00
		CPR/AED for Professional Rescuers and Responding to		



AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201R	Emergencies First Aid Review	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201C-r. 24	CPR/AED for Professional Rescuers with RTE First Aid Challenge	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201C	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid Challe	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201-r.2 4	CPR/AED for Professional Rescuers with Responding to Emergencies First Aid	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201-BL-r.24	CPR/AED for Professional Rescuers with Responding to Emergencies First Aid-BL	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO201	CPR/AED for Professional Rescuers and Responding to Emergencies First Aid	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112R-r. 24	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Recertification	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112R-BL-r.24	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Recertification-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112R	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Review	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112C-r. 24	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Challenge	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112C	CPR/AED for Professional Rescuers with BBP, Asthma and Epi Challenge	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112-r.2 4	CPR/AED for Professional Rescuers with BBP, Asthma and Epi	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112-BL-r.24	CPR/AED for Professional Rescuers with BBP, Asthma and Epi-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112-BL	CPR/AED for Professional Rescuers with BBP, Asthma and Epi-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO112	CPR/AED for Professional Rescuers with BBP, Asthma and Epi	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111R-r. 24	CPR/AED for Professional Rescuers and Bloodborne Pathogens Recertification	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111R-BL-r.24	CPR/AED for Professional Rescuers with BBP Recertification-BL	Each	38.00
		CPR/AED for Professional Rescuers and Bloodborne Pathogens		



AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111R	Review	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111C-r. 24	CPR/AED for Professional Rescuers and Bloodborne Pathogens Challenge	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111C	CPR/AED for Professional Rescuers and Bloodborne Pathogens Challenge	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111-r.2 4	CPR/AED for Professional Rescuers and Bloodborne Pathogens	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111-BL-r.24	CPR/AED for Professional Rescuers with BBP-BL	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO111	CPR/AED for Professional Rescuers and Bloodborne Pathogens	Each	38.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110R-r. 24	CPR/AED for Professional Rescuers with AEO and First Aid Recertification	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110R-BL-r.24	CPR/AED for Professional Rescuers with AEO & First Aid Recertification-BL	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110R	CPR/AED for Professional Rescuers with AEO and First Aid Review	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110C-r. 24	CPR/AED for Professional Rescuers with AEO and First Aid Challenge	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110C	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110-r.2 4	CPR/AED for Professional Rescuers with AEO and First Aid	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110-BL-r.24	CPR/AED for Professional Rescuers with AEO & First Aid-BL	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO110	CPR/AED for Professional Rescuers with Administering Emergency Oxygen and First	Each	40.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109R-r. 24	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Recertification	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109R-BL-r.24	CPR/AED for Professional Rescuers with BBP, AEO, Asthma & Epi Recertification-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109R	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi Review	Each	44.00
		CPR/AED for Professional Rescuers with AEO, BBP, Asthma and		



AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109C-r. 24	Epi Challenge	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109C	CPR/AED for Professional Rescuers with AEO, BBP, Asthma, Epi Challenge	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109-r.2 4	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109-BL-r.24	CPR/AED for Professional Rescuers with BBP, AEO, Asthma and Epi-BL	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO109	CPR/AED for Professional Rescuers with AEO, BBP, Asthma and Epi	Each	44.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101R-r. 24	CPR/AED for Professional Rescuers Recertification	Each	35.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101R	CPR/AED for Professional Rescuers Review	Each	35.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101C-r. 24	CPR/AED for Professional Rescuers Challenge	Each	35.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101C	CPR/AED for Professional Rescuers Challenge	Each	35.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101-r.2 4	CPR/AED for Professional Rescuers	Each	35.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101-BL-r.24	CPR/AED for Professional Rescuers-BL	Each	35.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101-BL	CPR/AED for Professional Rescuers-BL	Each	35.00
AP/LTP-CPR/AED for the Prof Rescuer	AP-HSSPRO101	CPR/AED for the Professional Rescuer	Each	35.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA647-r.2 1	Spanish Adult FA/CPR/AED with Opioid & Naloxone Admin-Nasal Atomizer	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA646-r.2 1	Spanish Adult & Peds FA/CPR/AED with Opioid & Naloxone Admin-Nasal Atomizer	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA645-r.2 1	Spanish Head, Neck, MBI & Splinting	Each	14.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA644-r.2 1	Spanish Asthma & Quick-Relief Medication	Each	14.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA643-r.2 1	Spanish Anaphylaxis & Epinephrine Auto-Injector Admin	Each	14.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA642-r.2 1	Spanish Life Threatening Bleeding & Tourniquet	Each	14.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA641-r.2 1	Spanish Opioid Overdose & Naloxone Admin-Nasal Spray	Each	14.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA640-r.2 1	Spanish Adult FA/CPR/AED, Head, Neck, MBI and Splinting	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA639-r.2 1	Spanish Adult & Peds FA/CPR/AED, Head, Neck, MBI and Splinting	Each	43.00



AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA638-r.2 1	Spanish Adult First Aid/CPR/AED with Asthma	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA637-r.2 1	Spanish Adult & Peds FA/CPR/AED with Asthma	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA636-r.2 1	Spanish Adult FA/CPR/AED with Epinephrine Auto-Injector	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA635-r.2 1	Spanish Adult & Peds FA/CPR/AED with Epinephrine Auto-Injector	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA634-r.2 1	Spanish Adult FA/CPR/AED with LTB, Tourniquet Application	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA633-r.2 1	Spanish Adult & Peds FA/CPR/AED with LTB, Tourniquet Application	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA632-r.2 1	Spanish Adult FA/CPR/AED with Opioid & Naloxone Admin-Nasal Spray	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA631-r.2 1	Spanish Adult & Peds FA/CPR/AED with Opioid & Naloxone Admin-Nasal Spray	Each	43.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA628-r.2 1	Spanish Adult CPR/AED Skills Session (RCP/AED para adultos)	Each	8.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA627-r.2 1	Spanish Adult & Pediatric FA/CPR/AED Skills Session (Primeros auxilios/RCP/DEA p	Each	13.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA626-r.2 1	Spanish Adult FA/CPR/AED Skills Session (Primeros auxilios/RCP/DEA para adultos	Each	13.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA625-r.2 1	Spanish Pediatric FA/CPR/AED Skills Session (Primeros auxilios/RCP/DEA para niñ	Each	13.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA624-r.2 1	Spanish First Aid Skills Session (Primeros auxilios)	Each	8.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA623-r.2 1	Spanish Adult & Pediatric CPR/AED Skills Session(RCP/DEA para adultos y niños)	Each	8.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA622R-r. 21	Spanish Pediatric CPR/AED Review (Curso de repaso de RCP y DEA pediatricos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA622-r.2 1	Spanish Pediatric CPR/AED (RCP y DEA pediatricos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA621R-r. 21	Spanish Adult CPR/AED and Pediatric CPR Review	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA621C-r. 21	Spanish Adult CPR/AED and Pediatric CPR Challenge	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA621-r.2 1	Spanish Adult CPR/AED and Pediatric CPR	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA620R-r. 21	Spanish Adult CPR/AED, Pediatric CPR, and Adult and Pediatric First Aid Review	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA620C-r. 21	Spanish Adult CPR/AED, Pediatric CPR, and First Aid Challenge	Each	38.00



AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA620-r.2 1	Spanish Adult CPR/AED, Pediatric CPR, and Adult and Pediatric First Aid	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA619R-r. 21	Spanish Pediatric First Aid/CPR/AED Review	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA619-r.2 1	Spanish Pediatric First Aid/CPR/AED (Primeros auxilios, RCP y DEA pediaticos)	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA618R-r. 21	Spanish Pediatric CPR Review (Curso de repaso de RCP pediatica)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA618-r.2 1	Spanish Pediatric CPR (RCP pediatica)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA617R-r. 21	Spanish Adult and Pediatric First Aid/CPR Review	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA617C-r. 21	Spanish Adult and Pediatric First Aid/CPR Challenge	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA617-r.2 1	Spanish Adult and Pediatric First Aid/CPR	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA614R-r. 21	Spanish Adult and Pediatric First Aid/CPR/AED Review	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA614C-r. 21	Spanish Adult and Pediatric First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA614-r.2 1	Spanish Adult and Pediatric First Aid/CPR/AED	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA613R-r. 21	Spanish Adult and Child First Aid/CPR/AED Review	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA613C-r. 21	Spanish Adult and Child First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA613-r.2 1	Spanish Adult and Child First Aid/CPR/AED	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA612R-r. 21	Spanish Adult First Aid/CPR/AED Review	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA612C-r. 21	Spanish Adult First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA612-r.2 1	Spanish Adult First Aid/CPR/AED (Primeros auxilios, RCP y DEA para adultos)	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA611R-r. 21	Spanish Adult First Aid/CPR Review	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA611C-r. 21	Spanish Adult First Aid/CPR Challenge	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA611-r.2 1	Spanish Adult First Aid/CPR (Primeros auxilios y RCP para adultos)	Each	38.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA610R-r. 21	Spanish Adult and Pediatric CPR/AED Review	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA610-r.2 1	Spanish Adult and Pediatric CPR/AED (RCP y DEA pediaticos y para adultos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA609R-r. 21	Spanish Adult and Pediatric CPR Review	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA609-r.2 1	Spanish Adult and Pediatric CPR (RCP para adultos y pediatica)	Each	30.00



AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA608R-r. 21	Spanish Adult and Child CPR/AED Review	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA608-r.2 1	Spanish Adult and Child CPR/AED (RCP y DEA para adultos y ninos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA607R-r. 21	Spanish Adult CPR/AED Review (Curso de repaso de RCP y DEA para adultos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA607-r.2 1	Spanish Adult CPR/AED (RCP y DEA para adultos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA605R-r. 21	Spanish Adult AED Review (Curso de repaso de uso del DEA en adultos)	Each	20.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA604-r.2 1	Spanish Infant CPR (RCP para bebes)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA603R-r. 21	Spanish Child CPR Review (Curso de repaso de RCP para ninos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA603-r.2 1	Spanish Child CPR (RCP para ninos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA602R-r. 21	Spanish Adult CPR Review (Curso de repaso de RCP para adultos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA602C-r. 21	Spanish Adult CPR Challenge (Curso de prueba de RCP para adultos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA602-r.2 1	Spanish Adult CPR (RCP para adultos)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA601R-r. 21	Spanish First Aid Review (Curso de repaso de primeros auxilios)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA601C-r. 21	Spanish First Aid Challenge (Curso de prueba de primeros auxilios)	Each	30.00
AP/LTP-Spanish FA/CPR/AED	AP-HSSSFA601-r.2 1	Spanish First Aid (Primeros auxilios)	Each	30.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA942-OL-r.21	Until Help Arrives	Each	17.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA704-OL-r.21	Adult Child and Baby First Aid/CPR/AED Online-OL	Each	37.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA703-OL-r.21	Child and Baby First Aid/CPR/AED Online-OL	Each	37.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA702-OL-r.21	Adult First Aid/CPR/AED Online-OL	Each	37.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA517-OL	First Aid for Opioid Overdoses Online-OL	Each	20.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA516-BL-r.21	Blended Learning Adult and Pediatric First Aid/CPR/AED Online Session	Each	0.00
	ROC-HSSSFA515-BL			



Freeport Police Department
May 15, 2024 PG-0000189357

AP/LTP-FA/CPR/AED	-r.21	Blended Learning Pediatric First Aid/CPR/AED Online Session	Each	0.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA514-BL -r.21	Blended Learning Adult First Aid/CPR/AED Online Session	Each	0.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA513-BL -r.21	Blended Learning Adult and Pediatric CPR/AED Online Session	Each	0.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA512-BL -r.21	Blended Learning Pediatric CPR and AED Online Session	Each	0.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA511-BL -r.21	Blended Learning Adult CPR/AED Online Session	Each	0.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA510-BL -r.21	Blended Learning First Aid Online Session	Each	0.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA508-OL	First Aid for Severe Bleeding Online-OL	Each	30.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA506-OL -r.21	First Aid Online-OL	Each	37.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA505-OL -r.21	Adult CPR/AED Online-OL	Each	37.00
AP/LTP-FA/CPR/AED	ROC-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector Online-OL	Each	35.00
AP/LTP-FA/CPR/AED	ROC-HSSPFA201-OL	Cat and Dog First Aid Online-OL	Each	25.00
AP/LTP-FA/CPR/AED	ROC-HSSBBP101-OL -r.21	Bloodborne Pathogens Training Online-OL	Each	35.00
AP/LTP-FA/CPR/AED	AP-HSSSFA942-r.2 1	Adult FA/CPR/AED, Anaphylaxis, Asthma, Quick Relief Medication Admin, HNMBJ, LTB	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA941-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Atomizer	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA940-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Atomizer	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA939-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Atomizer	Each	14.00
AP/LTP-FA/CPR/AED	AP-HSSSFA938-r.2 1	Adult FA/CPR/AED with Anaphylaxis & Epinephrine Auto Injector	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA936-r.2 1	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine	Each	46.00



AP/LTP-FA/CPR/AED	AP-HSSSFA930-r.2 1	Adult & Pediatric First Aid/CPR/AED, Opioid Overdose & Naloxone-Nasal Spray	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA926-r.2 1	Adult & Pediatric First Aid/CPR/AED with Asthma & Quick-Relief Medication	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA920-r.2 1	Adult First Aid/CPR/AED with Opioid Overdose and Naloxone Admin-Nasal Spray	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA905-r.2 1	Life Threatening Bleeding and Tourniquet Application	Each	14.00
AP/LTP-FA/CPR/AED	AP-HSSSFA904-r.2 1	Head, Neck, Muscle, Bone and Joint Injuries and Splinting	Each	14.00
AP/LTP-FA/CPR/AED	AP-HSSSFA903-r.2 1	Asthma and Quick-Relief Medication Administration	Each	14.00
AP/LTP-FA/CPR/AED	AP-HSSSFA902-r.2 1	Anaphylaxis and Epinephrine Auto-Injector Administration	Each	14.00
AP/LTP-FA/CPR/AED	AP-HSSSFA900-r.2 1	Opioid Overdose and Naloxone Administration-Nasal Spray	Each	14.00
AP/LTP-FA/CPR/AED	AP-HSSSFA822-BL-r.21	First Aid/CPR/AED Instructor Bridge-BL	Each	43.00
AP/LTP-FA/CPR/AED	AP-HSSSFA820-r.2 1	First Aid/CPR/AED In-Person Testing Session	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSSFA801-BL-r.21	First Aid/CPR/AED Instructor-BL	Each	45.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750R	First Aid for Public Safety Personnel (Title 22) Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA750	First Aid for Public Safety Personnel (Title 22)	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA717-r.2 1	Pediatric First Aid/CPR/AED Skills Session	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA716-r.2 1	Adult and Pediatric First Aid/CPR/AED Skills Session	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA714-r.2 1	Adult First Aid/CPR/AED Skills Session	Each	13.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-r.2 1	Adult and Pediatric CPR/AED Skills Session	Each	8.00
AP/LTP-FA/CPR/AED	AP-HSSSFA713-OL-r.21	Adult and Pediatric CPR/AED-OL	Each	19.00
AP/LTP-FA/CPR/AED	AP-HSSSFA711-r.2 1	Adult CPR/AED Skills Session	Each	8.00
AP/LTP-FA/CPR/AED	AP-HSSSFA710-r.2 1	First Aid Skills Session	Each	8.00
AP/LTP-FA/CPR/AED	AP-HSSSFA704-OL-r.21	Adult, Child and Baby First Aid/CPR/AED Online-OL for AP	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA703-OL-r.21	Child and Baby First Aid/CPR/AED Online-OL	Each	29.00



AP/LTP-FA/CPR/AED	AP-HSSSFA702-OL-r.21	Adult First Aid/CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA520-r.2 1	Adult and Infant CPR/AED	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA519-r.2 1	Infant First Aid/CPR/AED	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA517-OL	First Aid for Opioid Overdoses-OL	Each	25.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516BBP-BL-r.21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA516-BL-r.21	Adult and Pediatric First Aid/CPR/AED-BL	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515BBP-BL-r.21	Pediatric First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA515-BL-r.21	Pediatric First Aid/CPR/AED-BL	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514BBP-BL-r.21	Adult First Aid/CPR/AED and Bloodborne Pathogens-BL	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA514-BL-r.21	Adult First Aid/CPR/AED-BL	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513BBP-BL-r.21	Adult and Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA513-BL-r.21	Adult and Pediatric CPR/AED-BL	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512BBP-BL-r.21	Pediatric CPR/AED and Bloodborne Pathogens-BL	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA512-BL-r.21	Pediatric CPR/AED-BL	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511BBP-BL-r.21	Adult CPR/AED and Bloodborne Pathogens-BL	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA511-BL-r.21	Adult CPR/AED-BL	Each	30.00
	AP-HSSSFA510BBP-			



AP/LTP-FA/CPR/AED	BL-r.21	First Aid and Bloodborne Pathogens-BL	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA510-BL-r.21	First Aid-BL	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA508-OL	First Aid for Severe Bleeding-OL	Each	25.00
AP/LTP-FA/CPR/AED	AP-HSSSFA506-OL-r.21	First Aid Online Only-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA505-OL-r.21	Adult CPR/AED Online-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA504-OL	Anaphylaxis and Epinephrine Auto-Injector-OL	Each	29.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503R-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Review	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503C-r. 21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma - Challenge	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-r.2 1	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA503-BL-r.21	Adult and Pediatric First Aid/CPR/AED with Epi and Asthma-BL	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA468-r.2 1	Adult First Aid/CPR/AED with Bloodborne Pathogens and AEO	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA466-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP and AEO	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Review	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma Challenge	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA460-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Epi, Asthma	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459R-r. 21	Adult and Pediatric First Aid/CPR Review and Bloodborne Pathogens Training	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459C-r. 21	Adult and Pediatric First Aid/CPR Challenge and Bloodborne Pathogens Training	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA459-r.2 1	Adult and Pediatric First Aid/CPR and Bloodborne Pathogens Training	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA458-r.2 1	Adult First Aid/CPR/AED and BBP and Asthma and Epi and AEO	Each	50.00



AP/LTP-FA/CPR/AED	AP-HSSSFA457R-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Review	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457C-r. 21	Adult First Aid/CPR with BBP, Asthma, Epi and AEO Challenge	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA457-r.2 1	Adult First Aid/CPR with BBP, Asthma, Epi and AEO	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456R-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO Review	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456C-r. 21	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA456-r.2 1	Adult and Pediatric First Aid/CPR/AED with BBP, Asthma, Epi, and AEO	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450R-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Review	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450C-r. 21	Adult First Aid/CPR/AED with Asthma, Epi and AEO Challenge	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA450-r.2 1	Adult First Aid/CPR/AED with Asthma, Epi and AEO	Each	50.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448R-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448C-r. 21	Adult First Aid/CPR/AED and Administering Emergency Oxygen Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA448-r.2 1	Adult First Aid/CPR/AED and Administering Emergency Oxygen	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447R-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447C-r. 21	Adult First Aid/CPR and Administering Emergency Oxygen Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA447-r.2 1	Adult First Aid/CPR and Administering Emergency Oxygen	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446R-r. 21	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446C-r. 21	Adult and Pediatric First Aid/CPR/AED & Administering Emergency Oxygen Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA446-r.2 1	Adult and Pediatric First Aid/CPR/AED and Administering Emergency Oxygen	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438R-r. 21	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	46.00
		Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine		



AP/LTP-FA/CPR/AED	AP-HSSSFA438C-r. 21	Auto-Injector Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA438-r.2 1	Adult First Aid/CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437R-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437C-r. 21	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA437-r.2 1	Adult First Aid/CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436R-r. 21	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epi Auto-Injector Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436C-r. 21	Adult & Pediatric FA/CPR/AED with Anaphylaxis & Epi Auto-Injector Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA436-r.2 1	Adult & Pediatric First Aid/CPR/AED with Anaphylaxis & Epinephrine Auto-Injector	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428R-r. 21	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428C-r. 21	Adult FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA428-r.2 1	Adult First Aid/CPR/AED with Asthma & Quick-Relief Medication Administration	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427R-r. 21	Adult FA/CPR with Asthma & Quick-Relief Medication Administration Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427C-r. 21	Adult First Aid/CPR with Asthma & Quick-Relief Medication Admin Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA427-r.2 1	Adult First Aid/CPR with Asthma & Quick-Relief Medication Administration	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426R-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA426C-r. 21	Adult and Peds FA/CPR/AED with Asthma & Quick-Relief Medication Admin Challenge	Each	46.00



AP/LTP-FA/CPR/AED	AP-HSSSFA426-r.2 1	Adult and Pediatric FA/CPR/AED with Asthma & Quick-Relief Medication Admin	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421R-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Review	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421C-r. 21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi- Challenge	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421-r.2 1	Adult First Aid, CPR with BBP, Anaphylaxis and Epi	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA421-BL-r.21	Adult First Aid, CPR with BBP, Anaphylaxis and Epi-BL	Each	48.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420R-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420C-r. 21	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA420-r.2 1	Adult and Child First Aid/CPR/AED and Bloodborne Pathogens	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419R-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419C-r. 21	Adult and Child First Aid/CPR and Bloodborne Pathogens Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA419-r.2 1	Adult and Child First Aid/CPR and Bloodborne Pathogens	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418R-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418C-r. 21	Adult First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA418-r.2 1	Adult First Aid/CPR/AED plus Bloodborne Pathogens	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417R-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417C-r. 21	Adult First Aid/CPR and Bloodborne Pathogens Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA417-r.2 1	Adult First Aid/CPR and Bloodborne Pathogens	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416R-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Review	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416C-r. 21	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens Challenge	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA416-r.2 1	Adult and Pediatric First Aid/CPR/AED and Bloodborne Pathogens	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415R-r. 21	Adult and Pediatric First Aid/CPR/AED Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415C-r. 21	Adult and Pediatric First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA415-r.2 1	Adult and Pediatric First Aid/CPR/AED	Each	38.00



AP/LTP-FA/CPR/AED	AP-HSSSFA414R-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414C-r. 21	Adult CPR/AED, Pediatric CPR and First Aid Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA414-r.2 1	Adult CPR/AED, Pediatric CPR and First Aid	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413R-r. 21	Adult and Pediatric First Aid/CPR Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413C-r. 21	Adult and Pediatric First Aid/CPR Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA413-r.2 1	Adult and Pediatric First Aid/CPR	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412R-r. 21	Adult and Child First Aid/CPR/AED Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412C-r. 21	Adult and Child First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA412-r.2 1	Adult and Child First Aid/CPR/AED	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411R-r. 21	Pediatric First Aid/CPR/AED Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411C-r. 21	Pediatric First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA411-r.2 1	Pediatric First Aid/CPR/AED	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410R-r. 21	Adult CPR/AED, Infant CPR and First Aid Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410C-r. 21	Adult CPR/AED, Infant CPR and First Aid Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA410-r.2 1	Adult CPR/AED, Infant CPR and First Aid	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409R-r. 21	Adult CPR/AED, Child CPR and First Aid Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409C-r. 21	Adult CPR/AED, Child CPR and First Aid Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA409-r.2 1	Adult CPR/AED, Child CPR and First Aid	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408R-r. 21	Pediatric First Aid/CPR Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408C-r. 21	Pediatric First Aid/CPR Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA408-r.2 1	Pediatric First Aid/CPR	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407R-r. 21	Adult and Infant First Aid/CPR Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407C-r. 21	Adult and Infant First Aid/CPR Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA407-r.2 1	Adult and Infant First Aid/CPR	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406R-r. 21	Adult and Child CPR/First Aid Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406C-r. 21	Adult and Child CPR/First Aid Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA406-r.2 1	Adult and Child CPR/First Aid	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405R-r. 21	Child First Aid/CPR/AED Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA405C-r. 21	Child First Aid/CPR/AED Challenge	Each	38.00



Freeport Police Department
May 15, 2024 PG-0000189357

AP/LTP-FA/CPR/AED	AP-HSSSFA405-r.2 1	Child First Aid/CPR/AED	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404R-r. 21	Adult First Aid/CPR/AED Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404C-r. 21	Adult First Aid/CPR/AED Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA404-r.2 1	Adult First Aid/CPR/AED	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403R-r. 21	Infant First Aid/CPR Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403C-r. 21	Infant First Aid/CPR Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA403-r.2 1	Infant First Aid/CPR	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402R-r. 21	Child First Aid/CPR Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402C-r. 21	Child First Aid/CPR Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA402-r.2 1	Child First Aid/CPR	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401R-r. 21	Adult First Aid/CPR Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401C-r. 21	Adult First Aid/CPR Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA401-r.2 1	Adult First Aid/CPR	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA32-r.21	Adult & Pediatric First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA31-r.21	Adult & Pediatric First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA304-r.2 1	Adult and Pediatric CPR/AED with Asthma & Anaphylaxis/Epinephrine Auto-Injector	Each	40.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303R-r. 21	Adult and Pediatric CPR/AED Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303C-r. 21	Adult and Pediatric CPR/AED Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA303-r.2 1	Adult and Pediatric CPR/AED	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302R-r. 21	Adult CPR/AED and Pediatric CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302C-r. 21	Adult CPR/AED with Pediatric CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA302-r.2 1	Adult CPR/AED with Pediatric CPR	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301R-r. 21	Adult and Pediatric CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301C-r. 21	Adult and Pediatric CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA301-r.2 1	Adult and Pediatric CPR	Each	30.00
		Adult and Child First Aid/CPR/AED with Anaphylaxis/Epi		



AP/LTP-FA/CPR/AED	AP-HSSSFA221-r.2 1	Auto-Injector	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA22-r.21	Adult First Aid/CPR/AED with Head, Neck, MBI & Splinting	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA213-r.2 1	Pediatric CPR with Bloodborne Pathogens	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA21-r.21	Adult First Aid/CPR/AED with Life Threatening Bleeding & Tourniquet Application	Each	46.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208R-r. 21	Adult and Child CPR/AED Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208C-r. 21	Adult and Child CPR/AED Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA208-r.2 1	Adult and Child CPR/AED	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207R-r. 21	Pediatric CPR/AED Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207C-r. 21	Pediatric CPR/AED Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA207-r.2 1	Pediatric CPR/AED	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206R-r. 21	Adult CPR/AED and Infant CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206C-r. 21	Adult CPR/AED and Infant CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA206-r.2 1	Adult CPR/AED and Infant CPR	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205R-r. 21	Adult CPR/AED and Child CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205C-r. 21	Adult CPR/AED and Child CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA205-r.2 1	Adult CPR/AED and Child CPR	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204R-r. 21	Adult and Child AED Review	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204C-r. 21	Adult and Child AED Challenge	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA204-r.2 1	Adult and Child AED	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203R-r. 21	Pediatric CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203C-r. 21	Pediatric CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA203-r.2 1	Pediatric CPR	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202R-r. 21	Adult and Infant CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202C-r. 21	Adult and Infant CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA202-r.2 1	Adult and Infant CPR	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201R-r. 21	Adult and Child CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201C-r. 21	Adult and Child CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA201-r.2 1	Adult and Child CPR	Each	30.00



AP/LTP-FA/CPR/AED	AP-HSSSFA157R-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Review	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157C-r. 21	Adult CPR/AED with BBP, Asthma, Epi and AEO Challenge	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA157-r.2 1	Adult CPR/AED with BBP, Asthma, Epi and AEO	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152R-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Review	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152C-r. 21	Adult CPR with BBP, Asthma, Epi and AEO Challenge	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA152-r.2 1	Adult CPR with BBP, Asthma, Epi and AEO	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151R-r. 21	First Aid and BBP and Asthma and Epi and AEO Review	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151C-r. 21	First Aid and BBP and Asthma and Epi and AEO Challenge	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA151-r.2 1	First Aid and BBP and Asthma and Epi and AEO	Each	42.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147R-r. 21	Adult CPR/AED and Administering Emergency Oxygen Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147C-r. 21	Adult CPR/AED and Administering Emergency Oxygen Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA147-r.2 1	Adult CPR/AED and Administering Emergency Oxygen	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137R-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137C-r. 21	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA137-r.2 1	Adult CPR/AED with Anaphylaxis and Epinephrine Auto-Injector	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132R-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132C-r. 21	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA132-r.2 1	Adult CPR with Anaphylaxis and Epinephrine Auto-Injector	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131R-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131C-r. 21	First Aid with Anaphylaxis and Epinephrine Auto-Injector Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA131-r.2 1	First Aid with Anaphylaxis and Epinephrine Auto-Injector	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127R-r. 21	Adult CPR/AED and Asthma Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127C-r. 21	Adult CPR/AED and Asthma Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA127-r.2 1	Adult CPR/AED and Asthma	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122R-r. 21	Adult CPR and Asthma Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA122C-r. 21	Adult CPR and Asthma Challenge	Each	38.00



AP/LTP-FA/CPR/AED	AP-HSSSFA122-r.2 1	Adult CPR and Asthma	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121R-r. 21	First Aid and Asthma Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121C-r. 21	First Aid and Asthma Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA121-r.2 1	First Aid and Asthma	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117R-r. 21	Adult CPR/AED and Bloodborne Pathogens Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117C-r. 21	Adult CPR/AED and Bloodborne Pathogens Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA117-r.2 1	Adult CPR/AED and Bloodborne Pathogens	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112R-r. 21	Adult CPR and Bloodborne Pathogens Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112C-r. 21	Adult CPR and Bloodborne Pathogens Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA112-r.2 1	Adult CPR and Bloodborne Pathogens	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111R-r. 21	First Aid and Bloodborne Pathogens Review	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111C-r. 21	First Aid and Bloodborne Pathogens Challenge	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA111-r.2 1	First Aid and Bloodborne Pathogens	Each	38.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108R-r. 21	Child CPR/AED Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108C-r. 21	Child CPR/AED Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA108-r.2 1	Child CPR/AED	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107R-r. 21	Adult CPR/AED Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107C-r. 21	Adult CPR/AED Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA107-r.2 1	Adult CPR/AED	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106R-r. 21	Child AED Review	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106C-r. 21	Child AED Challenge	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA106-r.2 1	Child AED	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105R-r. 21	Adult AED Review	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105C-r. 21	Adult AED Challenge	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA105-r.2 1	Adult AED	Each	20.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104R-r. 21	Infant CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104C-r. 21	Infant CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA104-r.2 1	Infant CPR	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103R-r. 21	Child CPR Review	Each	30.00



Price List

Freeport Police Department
May 15, 2024 PG-0000189357

AP/LTP-FA/CPR/AED	AP-HSSSFA103C-r. 21	Child CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA103-r.2 1	Child CPR	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102R-r. 21	Adult CPR Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102C-r. 21	Adult CPR Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA102-r.2 1	Adult CPR	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101R-r. 21	First Aid Review	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101C-r. 21	First Aid Challenge	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSSFA101-r.2 1	First Aid	Each	30.00
AP/LTP-FA/CPR/AED	AP-HSSPFA201-OL	Cat and Dog First Aid-OL	Each	21.00
AP/LTP-FA/CPR/AED	AP-HSSCPR701	Hands-Only CPR Presenter Training	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSCPR101	Hands-Only CPR	Each	0.00
AP/LTP-FA/CPR/AED	AP-HSSBBP101-OL-r.21	Bloodborne Pathogens-OL	Each	29.00



City Council Agenda Item #12.

Title: First Reading of the Parks Project.

Date: May 20, 2024

From: Robert Johnson, Economic Development Director

Staff Recommendation: Staff recommends City Council discuss for future consideration the requested EDC Economic Development project for the Freeport Parks Improvements project.

Item Summary: In conjunction with the City the EDC has identified the Freeport Parks Improvement project as an economic development and quality of life project it would like to consider for funding in the 2023-2024 fiscal year. Because of its nature, it is required to have City Council approval following two readings. This is the first of the two required readings. The estimated cost of the park improvements is \$249,789.85. At its meeting held on May 14th, the EDC voted to support the Freeport Parks Improvement project by contributing \$249,789.85.

Background Information: 1. FREEPORT PARKS IMPROVEMENT PROGRAM

Throughout the spring of 2024, Robert Johnson, Executive Director of the Freeport Economic Development Corporation, and Lance Petty, Freeport City Manager have approached various large businesses in the local area about contributing to the improvement of three of Freeport's local parks. The parks slated for improvements are Peppermint Park, Arrington Park, and Stephen F. Austin Park. These parks were selected based upon need of improvements and use by the public. To date, only Phillips 66 has contributed to the Parks Improvement endeavor. Their generous contribution amounted to \$50,000.00.

Park playground equipment has been priced and, after deducting the contribution of Phillips 66, the amount requested of the EDC to purchase park equipment was \$249,789.85. The FEDC is requesting council approval for this joint City and EDC project in the amount of \$249,789.85.

The purpose of this Parks Improvement program is to promote quality of life within the city of Freeport and enhance the welfare of the citizens of the City by providing park amenities and resources that improve conditions at the aforementioned parks.

Special Considerations: During the FY 2023-2024 EDC budget approval process, a public hearing was held and a \$400,000.00 line item for the Parks Improvement program was

authorized. The requested \$249,789.85 comes out of this authorized budget line item.

-

Financial Impact: Funding for this project would come out of the \$1,221,456 Special Project line included in the EDC fiscal year budget for projects.

Board or 3rd Party Recommendation: On May 14, 2024 the FEDC voted unanimously to recommend approval of this project at the mentioned dollar limits.

Supporting Documentation:

1. Park Equipment Replacement Proposal
2. Updated Park Costs

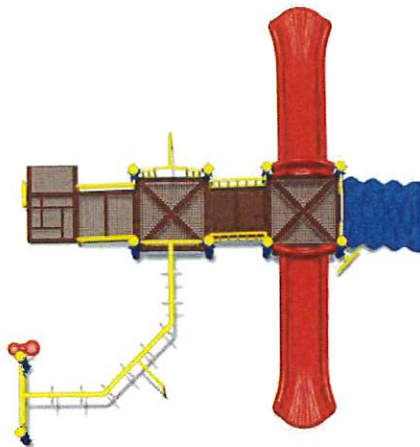


Ages 5-12

Use Zone: 30ft x 31ft
Child Capacity: 25
Play Activities: 7

Monkey Business

SKU: PGB-20234



 **Call Us**
1-800-878-0320

PlaygroundBoss.com

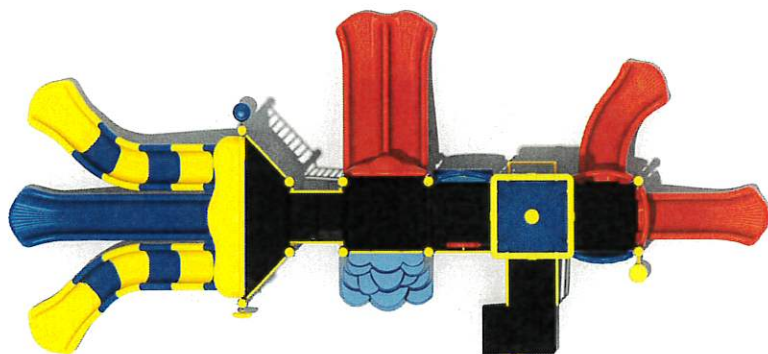


Ages 2-12

Use Zone: 46ft x 28ft
Child Capacity: 57
Play Activities: 14

King Kong

SKU: PGB-20231



 **Call Us**
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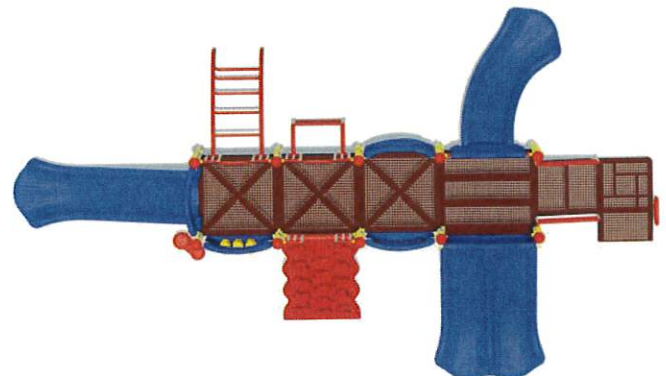


Ages 2 to 12

Use Zone: 38ft x 27ft
Child Capacity: 38
Play Activities: 9

Chimp Champ

SKU: PGB-20230



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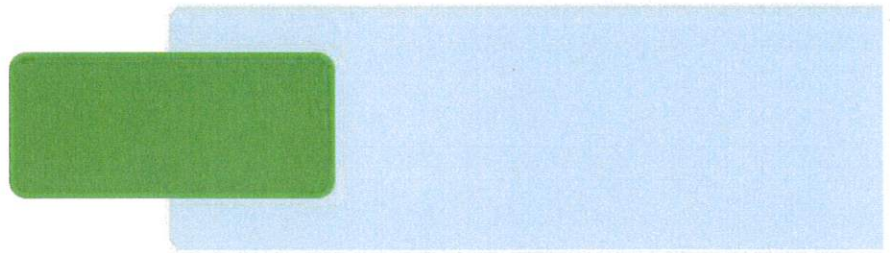


32 Gallon Punched Steel Trash Receptacle with Linder and Flat-Top Lid
SKU: PGBPAC-28607



 **Call Us**
1-800-878-0320

PlaygroundBoss.com



6ft Perforated Metal Picnic Table with Shade

SKU: PGBPAC-34312



 **Call Us**
1-800-878-0320

PlaygroundBoss.com



Ages 2-12

Use Zone: 36ft x 33ft
Child Capacity: 4
Play Activities: 4

3.5" Arch Swing Frame 8ft - 2 Bay

SKU: PGBASF-35082



 **Call Us**
1-800-878-0320

PlaygroundBoss.com

5" Arch Swing Frame 8ft- 2 Bay

MODEL PGBASF-
NUMBER: 500802

\$2,776.00

Swing Frame Color: *

Brown

Quantity:

1

Buy Now

Add to Quote



Meets National Standards For



ASTM F1487-17



CPSC Guidelines #325



IPEMA Certified

Description

Our 5" Double Bay Arch Swing provides children with the perfect opportunity to improve their balance, posture, and full-body strength alongside their friends. With our swing, kids can also learn the importance of taking turns and helping one another soar to greater heights.

Have Questions or Need Help?



Live Chat

Mon - Fri 8-5 CST

Speak with a specialist

1-800-878-0320

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[PLAYGROUND HOOPS \(HTTPS://WWW.AMERICANSUPERSPORTS.COM/INSTITUTIONAL-HOOPS.HTML\)](https://www.americansupersports.com/institutional-hoops.html) /

[FIRST TEAM RUFFNECK MAX BASKETBALL HOOP - 54 INCH ALUMINUM \(HTTPS://WWW.AMERICANSUPERSPORTS.COM/FIRST-TEAM-RUFFNECK-MAX-BASKETBALL-HOOP-54-INCH-ALUMINUM.HTML\)](https://www.americansupersports.com/first-team-ruffneck-max-basketball-hoop-54-inch-aluminum.html)

[_ \(graphics/00000001/4/first-team-ruffneck-max-basketball-](#)

Click to expand

[hoop.jpg\).](#)


First Team RuffNeck Max Basketball Hoop - 54 Inch Aluminum

SKU: RUFFNECKMAX

★★★★★ 5/5 STARS. (1 REVIEW)

\$1,682.00

Free Shipping

Lead Time To Ship: 1-2 Business Days

Peppermint Park				
Item Name	Item Description	Units	\$ / Unit	Total Costs
(1) Play Area	Monkey Business Ages 5 – 12	1	\$15,434.00	\$15,434.00
(1) Play Area	Chimp Champ Ages 2 – 12	1	\$18,534.00	\$18,534.00
(3) Trash Cans	32 Gallon Punched Steel Trash Cans	3	\$939.00	\$2,817.00
(1) Swing	5ft Arch Swing Frame 8ft 2 Bay	1	\$2,776.00	\$2,766.00
(3) Bench	6ft Bench With Shade	3	\$3,866.00	\$11,598.00
Mulch	112 cubic ft. mulch	112	\$50.22	\$5,624.44
Weed Barrier	4.5 Rolls Weed Barrier	4.5	\$223.41	\$1,005.33
Timbers	60 Plastic Landscape Timbers	60	\$41.00	\$2,460.00
Install	Installation of All Equipment			\$12,180.34
Shipping	Shipping of All Equipment			\$452.00
			Project Total	\$72,871.11
	EDC Funding			\$72,871.11

Items not included: Walking Path, Fence, Lighting

Arrington Park				
Item Name	Item Description	Units	\$ / Unit	Total Costs
(1) Play Area	Monkey Business Ages 5 – 12	1	\$15,434.00	\$15,434.00
(1) Play Area	King Kong Ages 2 – 12	1	\$36,034.00	\$36,034.00
(1) Play Area	Chimp Champ Ages 2 – 12	1	\$18,534.00	\$18,534.00
(4) Trash Cans	32 Gallon Punched Steel Trash Cans	4	\$939.00	\$3,756.00
(1) Swing	5" Arch Swing Frame 8ft 2 Bay	1	\$2,776.00	\$2,766.00
(1) Swing	3.5" Arch Swing Frame 8ft 2 Bay	1	\$2,292.00	\$2,292.00
(4) Bench	6ft Bench With Shade	4	\$3,866.00	\$15,464.00
Mulch	182 cubic ft. mulch	182	\$50.22	\$9,140.53
Weed Barrier	5 Rolls Weed Barrier	5	\$223.41	\$1,160.00
Timbers	70 Plastic Landscape Timbers	70	\$41.00	\$2,870.00
(2) BB Goals	Commercial Outdoor BB Goals	2	\$1,682.00	\$3,364.00
Install	Installation of All Equipment			\$12,180.34
Shipping	Shipping of All Equipment			\$452.00
			Project Total	\$123,446.87
	EDC Funding			\$123,446.87

Items not included: Walking Path, Fence, Lighting

SFA Park				
Item Name	Item Description	Units	\$ / Unit	Total Costs
(1) Play Area	Monkey Business Ages 5 – 12	1	\$15,434.00	\$15,434.00
(1) Play Area	King Kong Ages 2 – 12	1	\$36,034.00	\$36,034.00
(3) Trash Cans	32 Gallon Punched Steel Trash Cans	3	\$939.00	\$2,817.00
(1) Swing	5" Arch Swing Frame 8ft 2 Bay	1	\$2,776.00	\$2,766.00
(1) Swing	3.5" Arch Swing Frame 8ft 2 Bay	1	\$2,292.00	\$2,292.00
(3) Bench	6ft Bench With Shade	3	\$3,866.00	\$11,598.00
Mulch	182 cubic ft. mulch	182	\$50.22	\$9,140.53
Weed Barrier	5 Rolls Weed Barrier	5	\$223.41	\$1,160.00
Timbers	70 Plastic Landscape Timbers	70	\$41.00	\$2,870.00
(4) BB Goals	Commercial Outdoor BB Goals	4	\$1,682.00	\$6,728.00
Install	Installation of All Equipment			\$12,180.34
Shipping	Shipping of All Equipment			\$452.00
			Project Total	\$103,471.87
	Phillips 66 Grant			\$50,000.00
	EDC Funding			\$53,471.87

Items not included: Walking Path, Fence, Lighting

EDC Funding for (3) Parks	\$249,789.85
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City Council Agenda Item #13.

Title: Consideration and possible action approving Resolution No. 2024-2858 authorizing the application to the Texas General Land Office (GLO) Beach Maintenance Reimbursement Program the Finance Director as the Official with Full Authority to Act for purpose of the program.

Date: May 20, 2024

From: Cathy Ezell, Finance Director

Staff Recommendation: Staff recommends approval of the Resolution

Item Summary: The GLO Beach Maintenance Reimbursement Program is now accepting applications for Fiscal Year 2024-2024. The application requires a resolution to authorize the application for program funds and declare an official with full authority to act for purposes of the program.

Background Information: The Beach Maintenance Reimbursement Fund Program, administered by the GLO, allocates approximately \$750,000 per year to help communities keep their beaches maintained. That's about \$8.5 million over the last 10 years. Contracts are renewable annually. The City has participated in the GLO Beach Cleaning and Maintenance Assistance Program since FY2012-2013.

Special Considerations: N/A

Financial Impact: The City has received over \$102,338 in reimbursement from the program since FY2012-2013. This year's reimbursement is budgeted at \$12,000.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution Bryan Beach Maint. 2024-2025

RESOLUTION NO. 2024-2858

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE APPLICATION TO THE TEXAS GENERAL LAND OFFICE BEACH MAINTENANCE REIMBURSEMENT PROGRAM AND DESIGNATING THE FINANCE DIRECTOR AS THE OFFICIAL WITH FULL AUTHORITY TO ACT FOR PURPOSES OF THE PROGRAM.

WHEREAS, the Beach Maintenance Reimbursement Fund Program, administered by the Texas General Land Office, allocates funding each year to help communities keep their beaches maintained; and,

WHEREAS, the City Council finds it in the best interest of the citizens to apply for State Assistance in Cleaning and Maintaining Public Beaches; and,

WHEREAS, the Beach Maintenance Fund Program requires a resolution authorizing the application for funds and designation of an official to act with full authority for purpose of the program.

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

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

Section 2. That the application for program funds for State Assistance in Cleaning and Maintaining Public Beaches is hereby authorized.

Section 3. That Finance Director Catherine Ezell shall be vested with full authority to act for purpose of the Program.

Section 4. That any and all fees collected by reimbursement shall be utilized only and specifically for the program of beach maintenance.

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

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

Jerry Cain, Mayor

ATTEST:

APPROVED AS TO FORM:

Clarisa Molina, City Secretary

David Olson, Interim City Attorney

Monthly Golf Course Report March 2024

The month of March has been our best revenue month for any given month on record. Our goal was \$73,000 and we brought in \$111,900.00 after taxes. This now puts us \$95,000 over our fiscal years goal.

Our new driving range tee box has been a great addition as we also saw our highest revenue ever for the driving range for any given month.

Other highlights we have seen are, membership was back over 200 members, and we had numerous days we exceeded 150 rounds of golf played in a single day. This has led to a trickle down effect as all of our revenue categories exceeded expectations for the month.

If Mother Nature cooperates we should have a really strong April as we have some big tournaments coming up this month with Phillips 66 leading the pack with a 2 day event and three full flights during the two days. We also will be hosting a highschool district tournament as well a 4 other events this month.

I have attached more detailed numbers for you all to look

Thank you

Brian

Golf Course Goals vs Actuals 2023-2024

Goal

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	20,000	13,000	12,000	11,000	11,000	22,000	22,000	23,000	22,000	17,000	16,000	16,000	205,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	10,000	8,000	8,000	6,000	6,000	10,000	11,000	11,000	12,000	11,000	11,000	11,000	115,000
Merchandise	13,000	10,000	10,000	9,000	9,000	18,000	19,000	20,000	20,000	17,000	15,000	15,000	175,000
Prep Food	800	700	500	500	500	1,300	1,400	1,500	1,500	1,100	1,100	1,100	12,000
Beer Sales	7,000	6,000	6,000	6,000	5,000	9,000	9,000	9,000	9,000	8,000	8,000	8,000	90,000
Drinks/Chips	3,500	2,000	1,500	1,500	1,500	3,000	4,000	4,000	4,000	4,000	3,000	3,000	35,000
Memberships	12,000	10,000	12,000	9,000	10,000	10,000	12,000	12,000	11,000	11,000	11,000	10,000	130,000
Total	\$66,300	\$49,700	\$50,000	\$43,000	\$43,000	\$73,300	\$78,400	\$80,500	\$79,500	\$69,100	\$65,100	\$64,100	\$762,000

Actual

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	25,793	23,227	26,771	9,074	19,147	40,121	41,668						185,801
Rec(taxable)	0	0	0	0	0	0	0						
Golf Cart	9,302	8,069	9,205	3,851	8,299	13,593	12,666						64,984
Merchandise	13,310	11,174	12,419	8,537	12,679	24,568	22,655						105,342
Prep Food	892	900	1,091	426	866	2,743	1,124						8,043
Beer Sales	7,195	5,270	6,331	2,040	5,750	10,697	11,267						48,551
Drinks/Chips	3,934	3,084	3,540	1,480	2,777	5,086	4,880						24,781
Memberships	13,759	11,454	15,374	11,645	9,741	15,093	16,722						93,788
Total	\$74,185	\$63,178	\$74,732	\$37,053	\$59,259	\$111,901	\$110,982	\$0	\$0	\$0	\$0	\$0	\$531,290

Over/Under	\$7,885	\$13,478	\$24,732	-\$5,947	\$16,529	\$38,601	\$32,582						\$127,860
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Rounds of Golf

Month	Fy2022-2023	Fy2023-2024
OCT	2692	2363
NOV	1153	2109
DEC	2028	2348
JAN	2125	1182
FEB	2176	2241
MAR	2961	3444
APR	2740	3285
MAY	2776	
JUN	3094	
JUL	3393	
AUG	2811	
SEP	2897	
	30846	16972

Memberships

Month	FY2022-2023	FY2023-2024
OCT	194	188
NOV	184	186
DEC	186	189
JAN	174	187
FEB	178	198
MAR	195	201
APR	192	203
MAY	196	
JUN	186	
JUL	162	
AUG	183	
SEP	187	



Revune for the fiscal years

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023	2023-224
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	\$ 76,592.04	\$ 74,167.03
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	\$ 33,383.62	\$ 63,177.89
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48	\$ 62,544.32	\$ 53,930.64	\$ 74,575.41
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	\$ 61,756.57	\$ 36,937.26
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	\$ 49,126.05	\$ 62,570.03	\$ 59,528.92
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	\$ 91,891.25	\$ 111,901.00
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	\$ 93,909.09	\$110,981.80
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	\$ 86,160.00	
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	\$ 80,131.95	\$ 98,988.00	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 81,808.90	\$ 96,210.00	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	\$ 88,042.00	
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	\$ 68,991.57	\$ 106,996.00	
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 812,966.41	\$ 950,429.24	\$531,269.31



FREEPORT POLICE DEPARTMENT

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

Danny Gillchriest
Captain

Jennifer Howell
Chief of Police

Corey Brinkman
Lieutenant

APRIL 2024 REPORT

I. CALLS FOR SERVICE

2030 calls for service were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

II. INCIDENTS

144 cases were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

III. TRAFFIC STOPS

287 traffic stops were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

IV. ANIMAL CONTROL

147 animal control calls reported for the month.
Shelter intake: 31 dogs and 22 cats

V. CODE ENFORCEMENT

447 code enforcement violations reported for the month.
Citizen Serve report to follow.

VI. TRAINING

Training performed in accordance with the Texas Commission on Law Enforcement (TCOLE).
- Various training during the month for the department 602 hours.
- Includes mandatory courses for new hires, ALERRT Instructor and LCC leadership Module I.

VII. COMMUNITY EVENTS

The police department participated in the following events for this month:

- Special Needs Prom
- City Wide Clean Up
- Riverfest

The following are upcoming events:

- Cinco de Mayo May 3rd
- Take a Child Fishing May 11th
- June 3rd-5th Cops and Kids Camp



VIII. COMPLAINTS and COMPLIMENTS

Complaints regarding how an administrative investigation in the city was performed that involved the police department and the rec center.

A citizen complimented on an officer who went above and beyond to assist them and help them install cameras.

IX. STAFFING

DISPATCHERS:

We currently are short 2 positions. Interviews and testing performed.

JAILERS:

We have 1 position that is coming open with a jailer who is completing their college and obtaining a job in their degree.

ACOS:

We are full staff.

CODE ENFORCEMENT:

Our new Code Officer, Ellen St Arnold, started and has been in training with staff.

POLICE OFFICERS:

Officer Carter, Officer Barker and Officer Champion have started our training program. We have 1 conditional job offer to an academy cadet and still have 1 opening.

PROMOTIONS:

None.

SPECIAL ANNOUNCEMENTS:

None.

Freeport Police Department

Monthly Call For Service CC

Printed on May 13, 2024

Description	Totals	
911 CALL	67	67
911 HANG UP	52	52
ABANDONED VEHICLE	3	3
ALARM - BUSINESS	16	16
ALARM - MEDICAL	1	1
ALARM - RESIDENTIAL	5	5
AMBULANCE CALL - FREEPORT	153	153
AMBULANCE CALL - OYSTER CREEK	14	14
AMBULANCE CALL - SURFSIDE	24	24
ANIMAL BITE	2	2
ANIMAL CONTROL - GENERAL	144	144
ANIMAL CONTROL - PENDING	1	1
ASSAULT	8	8
ATTEMPT TO SERVE - WARRANT	4	4
AUTO THEFT	2	2
BAR CHECK	19	19
BEACH PATROL	1	1
BOAT INCIDENT	1	1
BROADCAST	15	15
BURGLARY - HABITATION	1	1
BURGLARY - MOTOR VEHICLE	1	1
CHECKED OUT	3	3
CITY ORDINANCE VIOLATION	7	7
CIVIL MATTER	10	10
CIVIL STANDBY	4	4
CLERK CHECK	79	79
CLOSE PATROLLING AREA	307	307
CLOSE PATROL REQUEST	1	1
CODE ENFORCEMENT	153	153
COMMERCIAL VEHICLE ENFORCEMENT	2	2
COURTESY TRANSPORT	2	2
CPS RELATED INVESTIGATION	17	17
CRASH - HIT & RUN	6	6
CRASH - MAJOR	4	4
CRASH - MINOR	21	21
CRIMINAL MISCHIEF	13	13
CRIMINAL TRESPASSING	6	6
DEBRIS IN ROADWAY	3	3
DIRECTIVE OF APPREHENSION	1	1
DISTURBANCE PHYSICAL	12	12
DISTURBANCE VERBAL	25	25
Duplicate Call	1	1

Description	Totals	
ESCAPED PRISONER	1	1
FIRE - ALARM	3	3
FIRE CALL	16	16
FOLLOW UP	40	40
FOUND PROPERTY	9	9
FRAUD	4	4
GAS/CHEMICAL RELEASE	2	2
HARASSMENT	6	6
HOSPICE DEATH	1	1
INCIDENT REPORT	6	6
INDECENT EXPOSURE	1	1
INSPECTION	15	15
JAIL DUTY	4	4
JUVENILE COMPLAINTS	17	17
K9 INSPECTION	2	2
LOST ARTICLE/PROPERTY	2	2
MENTAL HEALTH CALL/REFERAL	7	7
MISCELLANEOUS	51	51
MISSING JUVENILE	1	1
MISSING PERSON	1	1
MOTORIST ASSIST	17	17
NARCOTICS COMPLAINT	4	4
NOISE COMPLAINT	13	13
OPEN DOOR/WINDOW	3	3
OTHER AGENCY ASSIST	16	16
PARKING VIOLATION	1	1
PRISONER TRANSPORT	13	13
PUBLIC INTOXICATION	2	2
RECKLESS CONDUCT	1	1
RECKLESS DRIVER	16	16
REPORT DROPPED IN ERROR	7	7
REPOSESSION VEHICLE	9	9
RUNAWAY	1	1
SEXUAL OFFENSE	2	2
SPEAK WITH OFFICER	55	55
SPECIAL ASSIGNMENT	10	10
SPECIAL WATCH	7	7
SUBJECT CONTACT	23	23
SUSPICIOUS CIRCUMSTANCE	50	50
SUSPICIOUS NOISE	2	2
SUSPICIOUS SUBJECT	30	30
SUSPICIOUS VEHICLE	15	15
TERRORISTIC THREATS	1	1
THEFT	25	25
TOWED VEHICLE	2	2
TRAFFIC COMPLAINT	12	12

Description	Totals	
TRAFFIC STOP	225	225
UNAUTH USE OF A VEHICLE	2	2
UNWANTED SUBJECT	27	27
WARRANT MUNICIPAL	2	2
WARRANT OTHER AGENCY	1	1
WATER / STREET DEPT CALLOUT	15	15
WELFARE CONCERN	15	15
	6	6
Totals	2030	2030

Freeport Police Department

Monthly Incidents CC

Printed on May 13, 2024

Reported	Case Number	Offenses	Description
04/01/24	FPD24-0418	CRIMINAL MISCHIEF >=\$100<\$750;	CRIMINAL MISCHIEF
04/01/24	FPD24-0419	OTHER JURISDICTION WARRANT	SUBJECT CONTACT
04/01/24	FPD24-0421	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
04/01/24	FPD24-0420	UNAUTH USE OF VEHICLE	AUTO THEFT
04/01/24	FPD24-0424	CPS/APS REFERRAL	FOLLOW UP
04/01/24	FPD24-0425	CPS/APS REFERRAL	FOLLOW UP
04/01/24	FPD24-0426	THEFT CLASS C	THEFT
04/01/24	FPD24-0427	OTHER JURISDICTION WARRANT	INSPECTION
04/01/24	FPD24-0428	CITY WARRANT	TRAFFIC STOP
04/02/24	FPD24-0429	ASSAULT PEACE OFFICER/JUDGE	SUSPICIOUS VEHICLE
04/02/24	FPD24-0430	DEATH INVESTIGATION	DEATH INVESTIGATION
04/02/24	FPD24-0431	INCIDENT REPORT	DISTURBANCE VERBAL
04/03/24	FPD24-0432	PAROLE VIOLATION	SUSPICIOUS CIRCUMSTANCE
04/03/24	FPD24-0433	DEATH INVESTIGATION	DEATH INVESTIGATION
04/04/24	FPD24-0434	INCIDENT REPORT	AUTO THEFT
04/04/24	FPD24-0435	DEATH INVESTIGATION	DEATH INVESTIGATION
04/04/24	FPD24-0436	INDECENCY W/CHILD SEXUAL	SEXUAL OFFENSE
04/04/24	FPD24-0438	INCIDENT REPORT	FIRE CALL
04/04/24	FPD24-0437	ASSAULT CAUSES BODILY INJ	DISTURBANCE VERBAL
04/05/24	FPD24-0439	ASSAULT BY PHYSICAL CONTACT	ASSAULT
04/05/24	FPD24-0440	INCIDENT REPORT	ABANDONED VEHICLE
04/05/24	FPD24-0441	POSSESSION OF DRUG	SUSPICIOUS SUBJECT
04/06/24	FPD24-0442	CRIMINAL TRESPASS; CRIMINAL	DISTURBANCE PHYSICAL
04/06/24	FPD24-0443	INCIDENT REPORT	ASSAULT
04/07/24	FPD24-0444	CRIMINAL TRESPASS	SUSPICIOUS SUBJECT
04/07/24	FPD24-0445	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
04/07/24	FPD24-0446	PUBLIC INTOXICATION	DISTURBANCE VERBAL
04/07/24	FPD24-0447	INCIDENT REPORT	WELFARE CONCERN
04/07/24	FPD24-0448	OTHER JURISDICTION WARRANT	UNWANTED SUBJECT
04/07/24	FPD24-0449	CITY WARRANT	TRAFFIC STOP
04/08/24	FPD24-0450	OTHER JURISDICTION WARRANT	DISTURBANCE VERBAL
04/08/24	FPD24-0451	AGG ASSAULT W/DEADLY	DISTURBANCE VERBAL
04/08/24	FPD24-0452	THEFT PROP >=\$100<\$750	THEFT
04/08/24	FPD24-0453	INCIDENT REPORT	FOUND PROPERTY
04/08/24	FPD24-0454	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
04/08/24	FPD24-0455	EVADING ARREST DET W/PREV	TRAFFIC STOP
04/08/24	FPD24-0456	INCIDENT REPORT	INCIDENT REPORT
04/08/24	FPD24-0457	INCIDENT REPORT	NARCOTICS COMPLAINT
04/08/24	FPD24-0458	INCIDENT REPORT	ASSAULT
04/09/24	FPD24-0459	INCIDENT REPORT	FOUND PROPERTY
04/09/24	FPD24-0460	INCIDENT REPORT	FOUND PROPERTY
04/09/24	FPD24-0461	UNAUTH USE OF VEHICLE	UNAUTH USE OF A VEHICLE
04/09/24	FPD24-0462	ASSAULT FAMILY/HOUSEHOLD	DISTURBANCE PHYSICAL

Reported	Case Number	Offenses	Description
04/10/24	FPD24-0463	ALLOWING DOG TO RUN AT LARGE	ANIMAL BITE
04/10/24	FPD24-0464	DEATH INVESTIGATION	HOSPICE DEATH
04/10/24	FPD24-0465	ASSAULT CAUSES BODILY INJURY	ASSAULT
04/10/24	FPD24-0466	ASSAULT BY PHYSICAL CONTACT	ASSAULT
04/10/24	FPD24-0467	CITY WARRANT	SPEAK WITH OFFICER
04/11/24	FPD24-0468	POSSESSION OF DRUG	TRAFFIC STOP
04/11/24	FPD24-0469	CRIMINAL MISCHIEF >=\$750<\$2,500	UNWANTED SUBJECT
04/11/24	FPD24-0470	CRIMINAL MISCHIEF >=\$750<\$2,500	MISCELLANEOUS
04/11/24	FPD24-0471	SEXUAL ASSAULT CHILD -	SEXUAL OFFENSE
04/11/24	FPD24-0472	SEXUAL ASSAULT CHILD - rape	SEXUAL OFFENSE
04/11/24	FPD24-0473	ACCIDENT INVOLVING DAMAGE TO	CRASH - MINOR
04/12/24	FPD24-0474	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/12/24	FPD24-0475	INCIDENT REPORT	MISCELLANEOUS
04/12/24	FPD24-0476	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
04/12/24	FPD24-0477	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
04/12/24	FPD24-0478	INCIDENT REPORT	OTHER AGENCY ASSIST
04/12/24	FPD24-0479	INCIDENT REPORT	FOUND PROPERTY
04/12/24	FPD24-0480	THEFT CLASS C	THEFT
04/13/24	FPD24-0481	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/13/24	FPD24-0482	INCIDENT REPORT	CRASH - MINOR
04/13/24	FPD24-0483	DRIVING W/LIC INV W/PREV	TRAFFIC STOP
04/13/24	FPD24-0484	CITY WARRANT	TRAFFIC STOP
04/13/24	FPD24-0485	POSSESSION OF TOBACCO	TRAFFIC STOP
04/13/24	FPD24-0486	CITY WARRANT	TRAFFIC STOP
04/13/24	FPD24-0487	ACCIDENT INVOLVING DAMAGE TO	CRASH - MINOR
04/13/24	FPD24-0488		REPORT DROPPED IN ERROR
04/14/24	FPD24-0489	DUTY ON STRIKING UNATTENDED	CRASH - HIT & RUN
04/14/24	FPD24-0490	CAPIAS WARRANT; CAPIAS	SUBJECT CONTACT
04/15/24	FPD24-0491	THEFT CLASS C	THEFT
04/15/24	FPD24-0493	INCIDENT REPORT	FOUND PROPERTY
04/15/24	FPD24-0492		REPORT DROPPED IN ERROR
04/16/24	FPD24-0494	PUBLIC INTOXICATION	UNWANTED SUBJECT
04/16/24	FPD24-0495	INCIDENT REPORT	ASSAULT
04/17/24	FPD24-0496	THEFT PROP >=\$750<\$2,500	THEFT
04/17/24	FPD24-0497	PUBLIC INTOXICATION	PUBLIC INTOXICATION
04/17/24	FPD24-0498	CRIMINAL TRESPASS	SUSPICIOUS CIRCUMSTANCE
04/17/24	FPD24-0499	PUBLIC INTOXICATION	SUSPICIOUS CIRCUMSTANCE
04/17/24	FPD24-0500	CRIMINAL MISCHIEF/CLASS C	CRIMINAL MISCHIEF
04/17/24	FPD24-0501	DRIVING WHILE INTOXICATED BAC	DRIVING WHILE INTOXICATED
04/18/24	FPD24-0502	PARKING ON ROADWAY	ABANDONED VEHICLE
04/18/24	FPD24-0503	CRIMINAL MISCHIEF >=\$100<\$750	SPEAK WITH OFFICER
04/18/24	FPD24-0504	INCIDENT REPORT	FOUND PROPERTY
04/18/24	FPD24-0505	THEFT PROP >=\$750<\$2,500	THEFT
04/18/24	FPD24-0506	INCIDENT REPORT	CRIMINAL MISCHIEF
04/18/24	FPD24-0507	PUBLIC INTOXICATION	SUSPICIOUS VEHICLE
04/18/24	FPD24-0508	POSS DEL DRUG PARAPHERNALIA	SUSPICIOUS SUBJECT
04/19/24	FPD24-0509		REPORT DROPPED IN ERROR

Reported	Case Number	Offenses	Description
04/19/24	FPD24-0510	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/19/24	FPD24-0511	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/19/24	FPD24-0512	FLEEING POLICE OFFICER	TRAFFIC STOP
04/20/24	FPD24-0514	PUBLIC INTOXICATION; D.O.C.	DISTURBANCE PHYSICAL
04/20/24	FPD24-0513	DRIVING WHILE INTOXICATED 2ND	TRAFFIC STOP
04/20/24	FPD24-0515	CITY WARRANT	PRISONER TRANSPORT
04/20/24	FPD24-0516	THEFT PROP >=\$750<\$2,500	THEFT
04/21/24	FPD24-0517	PUBLIC INTOXICATION	SUSPICIOUS CIRCUMSTANCE
04/21/24	FPD24-0518	DUTY ON STRIKING UNATTENDED	CRASH - HIT & RUN
04/21/24	FPD24-0519	AGG ASSAULT CAUSES SERIOUS	DISTURBANCE PHYSICAL
04/21/24	FPD24-0520	INDECENCY W/A CHILD EXPOSES	INDECENT EXPOSURE
04/21/24	FPD24-0522	UNAUTH USE OF VEHICLE	SPEAK WITH OFFICER
04/21/24	FPD24-0521	DRIVING WHILE INTOXICATED 2ND;	DRIVING WHILE INTOXICATED
04/21/24	FPD24-0523	CITY WARRANT	SUSPICIOUS SUBJECT
04/21/24	FPD24-0524	INCIDENT REPORT	CRASH - HIT & RUN
04/22/24	FPD24-0525	THEFT PROP >=\$100<\$750	THEFT
04/22/24	FPD24-0526	THEFT PROP >=\$100<\$750	THEFT
04/22/24	FPD24-0527	POSSESSION OF DRUG	TRAFFIC STOP
04/23/24	FPD24-0528		FOUND PROPERTY
04/23/24	FPD24-0529	INCIDENT REPORT	JUVENILE COMPLAINTS
04/23/24	FPD24-0531		ANIMAL CONTROL - GENERAL
04/23/24	FPD24-0530	ASSAULT BY PHYSICAL CONTACT	ASSAULT
04/23/24	FPD24-0532	POSS CS PG 2 >= 4G<400G; POSS	TRAFFIC STOP
04/24/24	FPD24-0533	PUBLIC INTOXICATION	PUBLIC INTOXICATION
04/24/24	FPD24-0534	FRAUD - GENERAL	FRAUD
04/24/24	FPD24-0536	D.O.C. INDECENT EXPOSURE	SUSPICIOUS SUBJECT
04/24/24	FPD24-0535	DUTY ON STRIKING UNATTENDED	INCIDENT REPORT
04/25/24	FPD24-0537	INCIDENT REPORT	911 CALL
04/25/24	FPD24-0538	INCIDENT REPORT	NARCOTICS COMPLAINT
04/25/24	FPD24-0539	THEFT PROP >=\$100<\$750	THEFT
04/25/24	FPD24-0540	ASSAULT CAUSES BODILY INJURY	ASSAULT
04/26/24	FPD24-0541	CAPIAS WARRANT	PRISONER TRANSPORT
04/26/24	FPD24-0542	INCIDENT REPORT	FOUND PROPERTY
04/26/24	FPD24-0543	ALLOWING DOG TO RUN AT LARGE	SUBJECT CONTACT
04/26/24	FPD24-0544	PUBLIC INTOXICATION	SUBJECT CONTACT
04/27/24	FPD24-0545	INCIDENT REPORT	CRIMINAL MISCHIEF
04/27/24	FPD24-0546	POSS CS PG 3 < 28G; DRIVING	TRAFFIC STOP
04/27/24	FPD24-0547	CAPIAS WARRANT	WARRANT MUNICIPAL
04/27/24	FPD24-0566	INCIDENT REPORT	DISTURBANCE VERBAL
04/27/24	FPD24-0548	INCIDENT REPORT	FOUND PROPERTY
04/28/24	FPD24-0549	CITY WARRANT	WARRANT MUNICIPAL
04/28/24	FPD24-0550	DRIVING WHILE INTOXICATED 3RD	DRIVING WHILE INTOXICATED
04/28/24	FPD24-0551	FRAUD - GENERAL; UNAUTH USE	FRAUD
04/28/24	FPD24-0552	PUBLIC INTOXICATION	SUSPICIOUS CIRCUMSTANCE
04/28/24	FPD24-0553	RESIST ARREST SEARCH OR	SUSPICIOUS CIRCUMSTANCE
04/28/24	FPD24-0554	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/28/24	FPD24-0555	ASSAULT CAUSES BODILY INJURY	ASSAULT

Reported	Case Number	Offenses	Description
04/29/24	FPD24-0557	FRAUD - GENERAL	FRAUD
04/29/24	FPD24-0556	INCIDENT REPORT	FOUND PROPERTY
04/29/24	FPD24-0558	CRIM TRESPASS	UNWANTED SUBJECT
04/29/24	FPD24-0559	INCIDENT REPORT	INCIDENT REPORT
04/29/24	FPD24-0560	FRAUD - GENERAL	FRAUD
04/30/24	FPD24-0561	CAPIAS WARRANT	UNWANTED SUBJECT
04/30/24	FPD24-0562		THEFT

Total Records: 144

Freeport Police Department

Monthly Traffic Stops CC

Printed on May 13, 2024

Descriptions	Totals	
Arrest	21	21
Arrest; Report Taken	5	5
Arrest; Vehicle Towed	5	5
Citation Issued	68	68
CVE - No Violation	6	6
Handled By Officer / Deputy	4	4
No Police Action Taken	2	2
Report Taken	3	3
Written Warning Issued	173	173
Totals	287	287

VIOLATION LIST (CUSTOM)

Open From Date:

04/01/2024

Open To Date:

04/30/2024

Show Address:

N

FILE#	VIOLATION	OPEN DATE	STATUS
24-000214	Motor Vehicles/Inoperable/Unlicensed	04/02/2024	Closed
24-000696	Growth or accumulation of weeds, rubbish, and the like.	04/02/2024	Closed
24-000696	Grass and Weeds	04/02/2024	Closed
24-000708	Fence - Front Yard Prohibited	04/02/2024	Open
24-000708	Outdoor Storage of Materials - in Public View	04/02/2024	Open
24-000708	Mobile Homes Prohibited- Outside Licensed MH Park	04/02/2024	Open
24-000708	Mobile Homes - Accessory Structures Permit Required	04/02/2024	Open
24-000708	Mobile Homes - Accessory Structures Size Limit	04/02/2024	Open
24-000708	Mobile Homes - Sewage	04/02/2024	Open
24-000708	Mobile Homes - Maintenance	04/02/2024	Open
24-000708	Junked vehicles	04/02/2024	Open
24-000708	Residential Parking - Hard Surface	04/02/2024	Open
24-000708	Residential Parking - Parking in front of Neighbor	04/02/2024	Open
24-000708	Residential Parking - Truck Tractor/Trailer in Street	04/02/2024	Open
24-000708	Parking for more than 48 hours Prohibited	04/02/2024	Open
24-000708	Residential Parking - Vehicles Exceeding 25 Feet	04/02/2024	Open
24-000708	Construction sites to be kept clean	04/02/2024	Open
24-000708	Stagnant Water	04/02/2024	Open
24-000708	Accumulation of carrion, filth, and the like.	04/02/2024	Open
24-000708	Growth or accumulation of weeds, rubbish, and the like.	04/02/2024	Open
24-000708	Discharge of Storm Water in Sewers Prohibited	04/02/2024	Open
24-000708	Neglected Premises	04/02/2024	Open
24-000708	Discharge of Wastewater Restricted.	04/02/2024	Open
24-000708	Sidewalks, Alleys and Unpaved Right-of-Ways	04/02/2024	Open
24-000708	Sweeping Debris into Street Illegal	04/02/2024	Open
24-000708	Recreational Vehicle Park - Maintenance	04/02/2024	Open
24-000708	Recreational Vehicle Park - RVs Only	04/02/2024	Open
24-000708	Recreational Vehicles outside licensed RV park	04/02/2024	Open
24-000708	Garbage Collections	04/02/2024	Open
24-000708	Parking for Repairs or Sale in Street Prohibited	04/02/2024	Open
24-000708	Commercial - Permits Required	04/02/2024	Open
24-000708	Vacant structures and land	04/02/2024	Open
24-000708	Sanitation	04/02/2024	Open
24-000708	Grading & Drainage	04/02/2024	Open
24-000708	Parking Lot/Pot Holes	04/02/2024	Open
24-000708	Sidewalks and driveways	04/02/2024	Open
24-000708	Grass and Weeds	04/02/2024	Open
24-000708	Rodent Harborage	04/02/2024	Open
24-000708	Exhaust vents	04/02/2024	Open
24-000708	Accessory Structures	04/02/2024	Open
24-000708	Motor Vehicles/Inoperable/Unlicensed	04/02/2024	Open
24-000708	Defacement of property/Graffiti	04/02/2024	Open
24-000708	Swimming pools	04/02/2024	Open
24-000708	Enclosures/Fence (Swimming Pools)	04/02/2024	Open
24-000708	Enclosures/Gates (Swimming Pool)	04/02/2024	Open
24-000708	Exterior Structure - Good Repair	04/02/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-000708	Unsafe conditions (structural)	04/02/2024	Open
24-000708	Unsafe conditions (anchoring)	04/02/2024	Open
24-000708	Unsafe conditions (overhangs)	04/02/2024	Open
24-000708	Unsafe condition (stairs and porches)	04/02/2024	Open
24-000708	Unsafe condition (chimeys or smokestacks not structurally s	04/02/2024	Open
24-000708	Unsafe condition (floor or roof)	04/02/2024	Open
24-000708	Unsafe condtion (limit state of structures)	04/02/2024	Open
24-000708	Unsafe condition (siding and masonry joints)	04/02/2024	Open
24-000708	Unsafe condition (strucutre load support)	04/02/2024	Open
24-000708	Unsafe condition (foundations)	04/02/2024	Open
24-000708	Unsafe conditions (exterior walls)	04/02/2024	Open
24-000708	Unsafe conditions (floors)	04/02/2024	Open
24-000708	Unsafe conditions (floors components)	04/02/2024	Open
24-000708	Stairways, decks, porches and balconies	04/02/2024	Open
24-000708	Chimneys and towers	04/02/2024	Open
24-000708	Handrails and guards	04/02/2024	Open
24-000708	Window, skylight and door frames	04/02/2024	Open
24-000708	Glazing	04/02/2024	Open
24-000708	Openable windows	04/02/2024	Open
24-000708	Insect Screens	04/02/2024	Open
24-000708	Doors	04/02/2024	Open
24-000708	Building security	04/02/2024	Open
24-000708	Doors	04/02/2024	Open
24-000708	Windows	04/02/2024	Open
24-000708	Gates	04/02/2024	Open
24-000708	Protective Treatment/Exterior Surfaces	04/02/2024	Open
24-000708	Premises Identification	04/02/2024	Open
24-000708	Structural members	04/02/2024	Open
24-000708	Foundation walls	04/02/2024	Open
24-000708	Exterior walls	04/02/2024	Open
24-000708	Roofs and drainage	04/02/2024	Open
24-000708	Decorative features	04/02/2024	Open
24-000708	Overhang extensions	04/02/2024	Open
24-000708	Interior structure	04/02/2024	Open
24-000708	Interior Unsafe conditions (structural load)	04/02/2024	Open
24-000708	Interior Unsafe conditiions (floor or roof anchorage)	04/02/2024	Open
24-000708	Interior Unsafe condition (structures limits)	04/02/2024	Open
24-000708	Interior Unsafe conditions (load support)	04/02/2024	Open
24-000708	Interior Unsafe conditions (stairs, landing and balconies)	04/02/2024	Open
24-000708	Interior Unsafe conditions (foundation)	04/02/2024	Open
24-000708	Structural members	04/02/2024	Open
24-000708	Interior surfaces	04/02/2024	Open
24-000708	Stairs and walking surfaces	04/02/2024	Open
24-000708	Handrails and guards	04/02/2024	Open
24-000708	Interior doors	04/02/2024	Open
24-000708	General - Equipment	04/02/2024	Open
24-000708	Handrails and Guards	04/02/2024	Open
24-000708	Accumulation of rubbish or garbage	04/02/2024	Open
24-000708	Disposal of rubbish	04/02/2024	Open
24-000708	Rubbish storage facilities	04/02/2024	Open
24-000708	Refrigerators	04/02/2024	Open
24-000708	Disposal of garbage	04/02/2024	Open
24-000708	Garbage facilities	04/02/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-000708	Containers	04/02/2024	Open
24-000708	Infestation	04/02/2024	Open
24-000708	Owner Responsible - Pest Elimination	04/02/2024	Open
24-000708	Single occupant- Pest Elimination	04/02/2024	Open
24-000708	Multiple occupancy- Pest Elimination	04/02/2024	Open
24-000708	Occupant- Pest Elimination	04/02/2024	Open
24-000708	Cooking facilities	04/02/2024	Open
24-000708	Dwelling units - Required Plumbing	04/02/2024	Open
24-000708	Public Toilet Facilities	04/02/2024	Open
24-000708	Employee Toilet Facilities	04/02/2024	Open
24-000708	General - Plumbing Maintenance	04/02/2024	Open
24-000708	General - Water System Required	04/02/2024	Open
24-000708	Contamination - Water System	04/02/2024	Open
24-000708	Water Supply	04/02/2024	Open
24-000708	Water Heating Facilities	04/02/2024	Open
24-000708	General - Sanitary Drainage System	04/02/2024	Open
24-000708	Maintenance - Sanitary Drainage System	04/02/2024	Open
24-000708	General- Storm Drainage	04/02/2024	Open
24-000708	Responsibility - Mechanical and Electrical	04/02/2024	Open
24-000708	Heating Facilities - Residential Occupancies	04/02/2024	Open
24-000708	Heating Facilities- Tenants	04/02/2024	Open
24-000708	Heating Facilities- Occupiable Work Spaces	04/02/2024	Open
24-000708	Mechanical Appliances	04/02/2024	Open
24-000708	Electrical - Facilities required	04/02/2024	Open
24-000708	Electrical Service	04/02/2024	Open
24-000708	Electrical system requirements	04/02/2024	Open
24-000708	Electrical - Exposed to Water	04/02/2024	Open
24-000708	Electrical - Exposed to Fire	04/02/2024	Open
24-000708	Electrical Equipment - Installation	04/02/2024	Open
24-000708	Electrical - Receptacles	04/02/2024	Open
24-000708	Electrical - Luminaires (Lights)	04/02/2024	Open
24-000708	Electrical - Wiring - Flexible Cords	04/02/2024	Open
24-000708	Elevators, Escalators and Dumbwaiters	04/02/2024	Open
24-000708	General - Means of Egress	04/02/2024	Open
24-000708	Locked Doors	04/02/2024	Open
24-000708	Fire Protection Systems- Smoke Alarms	04/02/2024	Open
24-000708	Residential - Permits Required	04/02/2024	Open
24-000708	Electrical License Required	04/02/2024	Open
24-000708	Mechanical License Required	04/02/2024	Open
24-000708	Plumbing - License Required	04/02/2024	Open
24-000709	Home Occupations - Employee Restriction	04/02/2024	Open
24-000709	Fence - Front Yard Prohibited	04/02/2024	Open
24-000709	Junked vehicles	04/02/2024	Open
24-000709	Residential Parking - Hard Surface	04/02/2024	Open
24-000709	Stagnant Water	04/02/2024	Open
24-000709	Accumulation of carrion, filth, and the like.	04/02/2024	Open
24-000709	Growth or accumulation of weeds, rubbish, and the like.	04/02/2024	Open
24-000709	Neglected Premises	04/02/2024	Open
24-000709	Sweeping Debris into Street Illegal	04/02/2024	Open
24-000709	Recreational Vehicle Park - RVs Only	04/02/2024	Open
24-000709	Recreational Vehicles outside licensed RV park	04/02/2024	Open
24-000709	Commercial - Permits Required	04/02/2024	Open
24-000709	Sanitation	04/02/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-000709	Grading & Drainage	04/02/2024	Open
24-000709	Grass and Weeds	04/02/2024	Open
24-000709	Rodent Harborage	04/02/2024	Open
24-000709	Accessory Structures	04/02/2024	Open
24-000709	Motor Vehicles/Inoperable/Unlicensed	04/02/2024	Open
24-000709	Defacement of property/Graffiti	04/02/2024	Open
24-000709	Enclosures/Fence (Swimming Pools)	04/02/2024	Open
24-000709	Unsafe conditions (structural)	04/02/2024	Open
24-000709	Unsafe conditions (anchoring)	04/02/2024	Open
24-000709	Unsafe conditions (overhangs)	04/02/2024	Open
24-000709	Unsafe condition (stairs and porches)	04/02/2024	Open
24-000709	Unsafe condition (floor or roof)	04/02/2024	Open
24-000709	Unsafe condition (siding and masonry joints)	04/02/2024	Open
24-000709	Unsafe condition (strucutre load support)	04/02/2024	Open
24-000709	Unsafe condition (foundations)	04/02/2024	Open
24-000709	Unsafe conditions (exterior walls)	04/02/2024	Open
24-000709	Unsafe conditions (floors)	04/02/2024	Open
24-000709	Stairways, decks, porches and balconies	04/02/2024	Open
24-000709	Handrails and guards	04/02/2024	Open
24-000709	Window, skylight and door frames	04/02/2024	Open
24-000709	Openable windows	04/02/2024	Open
24-000709	Insect Screens	04/02/2024	Open
24-000709	Doors	04/02/2024	Open
24-000709	Building security	04/02/2024	Open
24-000709	Doors	04/02/2024	Open
24-000709	Windows	04/02/2024	Open
24-000709	Protective Treatment/Exterior Surfaces	04/02/2024	Open
24-000709	Premises Identification	04/02/2024	Open
24-000709	Structural members	04/02/2024	Open
24-000709	Foundation walls	04/02/2024	Open
24-000709	Interior structure	04/02/2024	Open
24-000709	Structural members	04/02/2024	Open
24-000709	Handrails and guards	04/02/2024	Open
24-000709	Accumulation of rubbish or garbage	04/02/2024	Open
24-000709	Disposal of rubbish	04/02/2024	Open
24-000709	Infestation	04/02/2024	Open
24-000709	Water Supply	04/02/2024	Open
24-000709	Electrical system requirements	04/02/2024	Open
24-000709	General - Means of Egress	04/02/2024	Open
24-000709	Fire Protection Systems- Smoke Alarms	04/02/2024	Open
24-000709	Residential - Permits Required	04/02/2024	Open
24-000711	Growth or accumulation of weeds, rubbish, and the like.	04/02/2024	Open
24-000711	Neglected Premises	04/02/2024	Open
24-000712	Growth or accumulation of weeds, rubbish, and the like.	04/02/2024	Closed
24-000712	Neglected Premises	04/02/2024	Closed
24-000713	Sweeping Debris into Street Illegal	04/02/2024	Closed
24-000719	Growth or accumulation of weeds, rubbish, and the like.	04/04/2024	Closed
24-000720	Growth or accumulation of weeds, rubbish, and the like.	04/04/2024	Closed
24-000722	Growth or accumulation of weeds, rubbish, and the like.	04/04/2024	Closed
24-000722	Neglected Premises	04/04/2024	Closed
24-000728	Growth or accumulation of weeds, rubbish, and the like.	04/05/2024	Closed
24-000728	Neglected Premises	04/05/2024	Closed
24-000734	Growth or accumulation of weeds, rubbish, and the like.	04/05/2024	Closed

FILE#	VIOLATION	OPEN DATE	STATUS
24-000734	Growth or accumulation of weeds, rubbish, and the like.	04/05/2024	Closed
24-000734	Growth or accumulation of weeds, rubbish, and the like.	04/05/2024	Closed
24-000735	Growth or accumulation of weeds, rubbish, and the like.	04/05/2024	Closed
24-000736	Growth or accumulation of weeds, rubbish, and the like.	04/05/2024	Open
24-000737	Growth or accumulation of weeds, rubbish, and the like.	04/05/2024	Closed
24-000738	Neglected Premises	04/08/2024	Closed
24-000740	Sanitation	04/08/2024	Closed
24-000748	Residential - Permits Required	04/08/2024	Closed
24-000747	Residential - Permits Required	04/08/2024	Closed
24-000749	Residential - Permits Required	04/08/2024	Closed
24-000753	Growth or accumulation of weeds, rubbish, and the like.	04/09/2024	Closed
24-000754	Growth or accumulation of weeds, rubbish, and the like.	04/09/2024	Closed
24-000756	Growth or accumulation of weeds, rubbish, and the like.	04/09/2024	Closed
24-000756	Neglected Premises	04/09/2024	Closed
24-000756	Sidewalks, Alleys and Unpaved Right-of-Ways	04/09/2024	Closed
24-000757	Growth or accumulation of weeds, rubbish, and the like.	04/09/2024	Closed
24-000759	Growth or accumulation of weeds, rubbish, and the like.	04/09/2024	Closed
24-000761	Growth or accumulation of weeds, rubbish, and the like.	04/09/2024	Closed
24-000750	Grass and Weeds	04/09/2024	Closed
24-000750	Grass and Weeds	04/09/2024	Closed
24-000762	Growth or accumulation of weeds, rubbish, and the like.	04/09/2024	Closed
24-000762	Neglected Premises	04/09/2024	Closed
24-000743	Growth or accumulation of weeds, rubbish, and the like.	04/09/2024	Closed
24-000743	Neglected Premises	04/09/2024	Closed
24-000729	Motor Vehicles/Inoperable/Unlicensed	04/09/2024	Open
24-000744	Growth or accumulation of weeds, rubbish, and the like.	04/10/2024	Closed
24-000744	Neglected Premises	04/10/2024	Closed
24-000765	Residential Parking - Hard Surface	04/10/2024	Open
24-000765	Growth or accumulation of weeds, rubbish, and the like.	04/10/2024	Open
24-000765	Neglected Premises	04/10/2024	Open
24-000770	Growth or accumulation of weeds, rubbish, and the like.	04/10/2024	Closed
24-000770	Neglected Premises	04/10/2024	Closed
24-000773	Growth or accumulation of weeds, rubbish, and the like.	04/10/2024	Closed
24-000773	Grass and Weeds	04/10/2024	Closed
24-000775	Accumulation of carrion, filth, and the like.	04/10/2024	Open
24-000775	Growth or accumulation of weeds, rubbish, and the like.	04/10/2024	Open
24-000775	Neglected Premises	04/10/2024	Open
24-000775	Vacant structures and land	04/10/2024	Open
24-000775	Grass and Weeds	04/10/2024	Open
24-000775	Rodent Harborage	04/10/2024	Open
24-000775	Unsafe conditions (structural)	04/10/2024	Open
24-000775	Unsafe conditions (overhangs)	04/10/2024	Open
24-000775	Unsafe condition (stairs and porches)	04/10/2024	Open
24-000775	Unsafe condition (floor or roof)	04/10/2024	Open
24-000775	Unsafe conditions (exterior walls)	04/10/2024	Open
24-000775	Window, skylight and door frames	04/10/2024	Open
24-000775	Glazing	04/10/2024	Open
24-000775	Openable windows	04/10/2024	Open
24-000775	Insect Screens	04/10/2024	Open
24-000775	Doors	04/10/2024	Open
24-000775	Building security	04/10/2024	Open
24-000775	Protective Treatment/Exterior Surfaces	04/10/2024	Open
24-000775	Exterior walls	04/10/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-000775	Structural members	04/10/2024	Open
24-000778	Growth or accumulation of weeds, rubbish, and the like.	04/10/2024	Closed
24-000778	Neglected Premises	04/10/2024	Closed
24-000779	Growth or accumulation of weeds, rubbish, and the like.	04/10/2024	Open
24-000779	Neglected Premises	04/10/2024	Open
24-000779	Building security	04/10/2024	Open
24-000782	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Closed
24-000782	Neglected Premises	04/11/2024	Closed
24-000782	Sidewalks, Alleys and Unpaved Right-of-Ways	04/11/2024	Closed
24-000783	Neglected Premises	04/11/2024	Open
24-000783	Defacement of property/Graffiti	04/11/2024	Open
24-000785	Junked vehicles	04/11/2024	Closed
24-000785	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Closed
24-000785	Neglected Premises	04/11/2024	Closed
24-000785	Sidewalks, Alleys and Unpaved Right-of-Ways	04/11/2024	Closed
24-000784	Junked vehicles	04/11/2024	Open
24-000784	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Open
24-000784	Neglected Premises	04/11/2024	Open
24-000784	Sidewalks, Alleys and Unpaved Right-of-Ways	04/11/2024	Open
24-000789	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Closed
24-000789	Neglected Premises	04/11/2024	Closed
24-000789	Sidewalks, Alleys and Unpaved Right-of-Ways	04/11/2024	Closed
24-000789	Vacant structures and land	04/11/2024	Closed
24-000790	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Closed
24-000790	Neglected Premises	04/11/2024	Closed
24-000792	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Open
24-000792	Neglected Premises	04/11/2024	Open
24-000793	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Open
24-000793	Neglected Premises	04/11/2024	Open
24-000794	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Closed
24-000794	Neglected Premises	04/11/2024	Closed
24-000794	Sidewalks, Alleys and Unpaved Right-of-Ways	04/11/2024	Closed
24-000795	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Closed
24-000795	Neglected Premises	04/11/2024	Closed
24-000796	Growth or accumulation of weeds, rubbish, and the like.	04/11/2024	Open
24-000796	Neglected Premises	04/11/2024	Open
24-000800	Growth or accumulation of weeds, rubbish, and the like.	04/12/2024	Closed
24-000800	Neglected Premises	04/12/2024	Closed
24-000799	Growth or accumulation of weeds, rubbish, and the like.	04/12/2024	Open
24-000802	Growth or accumulation of weeds, rubbish, and the like.	04/12/2024	Closed
24-000802	Neglected Premises	04/12/2024	Closed
24-000808	Growth or accumulation of weeds, rubbish, and the like.	04/12/2024	Closed
24-000808	General - Water System Required	04/12/2024	Closed
24-000809	Parking for more than 48 hours Prohibited	04/12/2024	Closed
24-000818	Growth or accumulation of weeds, rubbish, and the like.	04/15/2024	Closed
24-000818	Neglected Premises	04/15/2024	Closed
24-000794	Growth or accumulation of weeds, rubbish, and the like.	04/15/2024	Closed
24-000794	Neglected Premises	04/15/2024	Closed
24-000825	Growth or accumulation of weeds, rubbish, and the like.	04/15/2024	Closed
24-000822	Growth or accumulation of weeds, rubbish, and the like.	04/15/2024	Open
24-000827	Dwelling units - Required Plumbing	04/15/2024	Open
24-000829	Growth or accumulation of weeds, rubbish, and the like.	04/15/2024	Open
24-000829	Neglected Premises	04/15/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-000829	Sidewalks, Alleys and Unpaved Right-of-Ways	04/15/2024	Open
24-000831	Growth or accumulation of weeds, rubbish, and the like.	04/15/2024	Closed
24-000831	Neglected Premises	04/15/2024	Closed
24-000831	Sidewalks, Alleys and Unpaved Right-of-Ways	04/15/2024	Closed
24-000832	Growth or accumulation of weeds, rubbish, and the like.	04/15/2024	Open
24-000837	Neglected Premises	04/16/2024	Closed
24-000840	Growth or accumulation of weeds, rubbish, and the like.	04/16/2024	Closed
24-000840	Neglected Premises	04/16/2024	Closed
24-000842	Growth or accumulation of weeds, rubbish, and the like.	04/16/2024	Closed
24-000844	Growth or accumulation of weeds, rubbish, and the like.	04/16/2024	Closed
24-000843	Growth or accumulation of weeds, rubbish, and the like.	04/16/2024	Open
24-000843	Motor Vehicles/Inoperable/Unlicensed	04/16/2024	Open
24-000846	Junked vehicles	04/16/2024	Open
24-000846	Neglected Premises	04/16/2024	Open
24-000846	Motor Vehicles/Inoperable/Unlicensed	04/16/2024	Open
24-000732	Accumulation of carrion, filth, and the like.	04/16/2024	Closed
24-000732	Residential - Permits Required	04/16/2024	Closed
24-000862	Growth or accumulation of weeds, rubbish, and the like.	04/17/2024	Closed
24-000862	Neglected Premises	04/17/2024	Closed
24-000864	Growth or accumulation of weeds, rubbish, and the like.	04/17/2024	Open
24-000864	Motor Vehicles/Inoperable/Unlicensed	04/17/2024	Open
24-000866	Growth or accumulation of weeds, rubbish, and the like.	04/17/2024	Closed
24-000866	Motor Vehicles/Inoperable/Unlicensed	04/17/2024	Closed
24-000867	Growth or accumulation of weeds, rubbish, and the like.	04/17/2024	Open
24-000871	Neglected Premises	04/17/2024	Closed
24-000861	Growth or accumulation of weeds, rubbish, and the like.	04/18/2024	Open
24-000861	Neglected Premises	04/18/2024	Open
24-000872	Growth or accumulation of weeds, rubbish, and the like.	04/18/2024	Open
24-000872	Neglected Premises	04/18/2024	Open
24-000872	Protective Treatment/Exterior Surfaces	04/18/2024	Open
24-000872	Premises Identification	04/18/2024	Open
24-000872	Protective Treatment/Exterior Surfaces	04/18/2024	Open
24-000875	Growth or accumulation of weeds, rubbish, and the like.	04/18/2024	Closed
24-000876	Growth or accumulation of weeds, rubbish, and the like.	04/18/2024	Open
24-000806	Residential Parking - Parking in front of Neighbor	04/18/2024	Closed
24-000806	Parking for more than 48 hours Prohibited	04/18/2024	Closed
24-000738	Neglected Premises	04/20/2024	Closed
24-000871	Growth or accumulation of weeds, rubbish, and the like.	04/20/2024	Closed
24-000891	Accumulation of carrion, filth, and the like.	04/20/2024	Open
24-000891	Growth or accumulation of weeds, rubbish, and the like.	04/20/2024	Open
24-000891	Neglected Premises	04/20/2024	Open
24-000891	Sidewalks, Alleys and Unpaved Right-of-Ways	04/20/2024	Open
24-000796	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Open
24-000796	Neglected Premises	04/22/2024	Open
24-000767	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Open
24-000896	Junked vehicles	04/22/2024	Open
24-000896	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Open
24-000896	Neglected Premises	04/22/2024	Open
24-000899	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Closed
24-000902	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Closed
24-000904	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Open
24-000905	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Closed
24-000907	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Open

FILE#	VIOLATION	OPEN DATE	STATUS
24-000907	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Open
24-000909	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Open
24-000915	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Closed
24-000909	Growth or accumulation of weeds, rubbish, and the like.	04/22/2024	Open
24-000917	Growth or accumulation of weeds, rubbish, and the like.	04/23/2024	Open
24-000917	Neglected Premises	04/23/2024	Open
24-000760	Neglected Premises	04/23/2024	Open
24-000925	Growth or accumulation of weeds, rubbish, and the like.	04/23/2024	Open
24-000925	Neglected Premises	04/23/2024	Open
24-000925	Premises Identification	04/23/2024	Open
24-000927	Growth or accumulation of weeds, rubbish, and the like.	04/23/2024	Closed
24-000930	Growth or accumulation of weeds, rubbish, and the like.	04/23/2024	Closed
24-000931	Residential Parking - Hard Surface	04/23/2024	Closed
24-000931	Growth or accumulation of weeds, rubbish, and the like.	04/23/2024	Closed
24-000934	Growth or accumulation of weeds, rubbish, and the like.	04/23/2024	Closed
23-000516	Exterior Structure - Good Repair	04/23/2024	Open
23-000516	Unsafe conditions (structural)	04/23/2024	Open
23-000516	Unsafe condition (floor or roof)	04/23/2024	Open
23-000516	Unsafe condition (siding and masonry joints)	04/23/2024	Open
23-000516	Unsafe conditions (exterior walls)	04/23/2024	Open
23-000516	Window, skylight and door frames	04/23/2024	Open
23-000516	Doors	04/23/2024	Open
23-000516	Building security	04/23/2024	Open
23-000516	Protective Treatment/Exterior Surfaces	04/23/2024	Open
23-000516	Structural members	04/23/2024	Open
24-000936	Growth or accumulation of weeds, rubbish, and the like.	04/24/2024	Closed
24-000941	Growth or accumulation of weeds, rubbish, and the like.	04/24/2024	Open
24-000941	Neglected Premises	04/24/2024	Open
24-000942	Growth or accumulation of weeds, rubbish, and the like.	04/24/2024	Open
24-000942	Neglected Premises	04/24/2024	Open
24-000942	Sidewalks, Alleys and Unpaved Right-of-Ways	04/24/2024	Open
24-000940	Growth or accumulation of weeds, rubbish, and the like.	04/24/2024	Open
24-000940	Neglected Premises	04/24/2024	Open
24-000940	Accessory Structures	04/24/2024	Open
24-000940	Unsafe conditions (exterior walls)	04/24/2024	Open
24-000940	Stairways, decks, porches and balconies	04/24/2024	Open
24-000940	Window, skylight and door frames	04/24/2024	Open
24-000940	Insect Screens	04/24/2024	Open
24-000940	Protective Treatment/Exterior Surfaces	04/24/2024	Open
24-000952	Growth or accumulation of weeds, rubbish, and the like.	04/25/2024	Open
24-000952	Neglected Premises	04/25/2024	Open
24-000954	Accumulation of carrion, filth, and the like.	04/25/2024	Open
24-000954	Neglected Premises	04/25/2024	Open
24-000954	Unsafe conditions (structural)	04/25/2024	Open
24-000954	Unsafe condition (stairs and porches)	04/25/2024	Open
24-000954	Unsafe condition (floor or roof)	04/25/2024	Open
24-000954	Unsafe condition (siding and masonry joints)	04/26/2024	Open
24-000959	Construction sites to be kept clean	04/26/2024	Closed
24-000959	Growth or accumulation of weeds, rubbish, and the like.	04/26/2024	Closed
24-000959	Residential - Permits Required	04/26/2024	Closed
24-000961	Growth or accumulation of weeds, rubbish, and the like.	04/26/2024	Open
24-000962	Growth or accumulation of weeds, rubbish, and the like.	04/26/2024	Closed
24-000964	Residential Parking - Hard Surface	04/26/2024	Closed

FILE#	VIOLATION	OPEN DATE	STATUS
24-000964	Accumulation of carrion, filth, and the like.	04/26/2024	Closed
24-000964	Growth or accumulation of weeds, rubbish, and the like.	04/26/2024	Closed
23-000508	Dwelling units - Required Plumbing	04/26/2024	Open
23-000508	General - Water System Required	04/26/2024	Open
23-000508	Electrical Service	04/26/2024	Open
24-000971	Neglected Premises	04/29/2024	Open
24-000974	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Open
24-000976	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Open
24-000978	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Open
24-000980	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Closed
24-000982	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Closed
24-000986	Accumulation of carrion, filth, and the like.	04/29/2024	Closed
24-000989	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Closed
24-000988	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Closed
24-000988	Neglected Premises	04/29/2024	Closed
24-000991	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Open
24-000991	Neglected Premises	04/29/2024	Open
24-000988	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Closed
24-000988	Neglected Premises	04/29/2024	Closed
24-000993	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Closed
24-000993	Premises Identification	04/29/2024	Closed
24-001002	Growth or accumulation of weeds, rubbish, and the like.	04/29/2024	Closed
24-000908	Growth or accumulation of weeds, rubbish, and the like.	04/30/2024	Open
24-000908	Neglected Premises	04/30/2024	Open
24-001008	General - Water System Required	04/30/2024	Closed
24-001007	Dwelling units - Required Plumbing	04/30/2024	Open
24-001007	General - Water System Required	04/30/2024	Open
24-001006	General - Water System Required	04/30/2024	Closed
24-001005	Water Supply	04/30/2024	Closed
24-001009	Growth or accumulation of weeds, rubbish, and the like.	04/30/2024	Open
		Total Violations	447



Finance, Court & Water Departments

Title: Monthly Report for April 30, 2024

Date: May 20, 2024

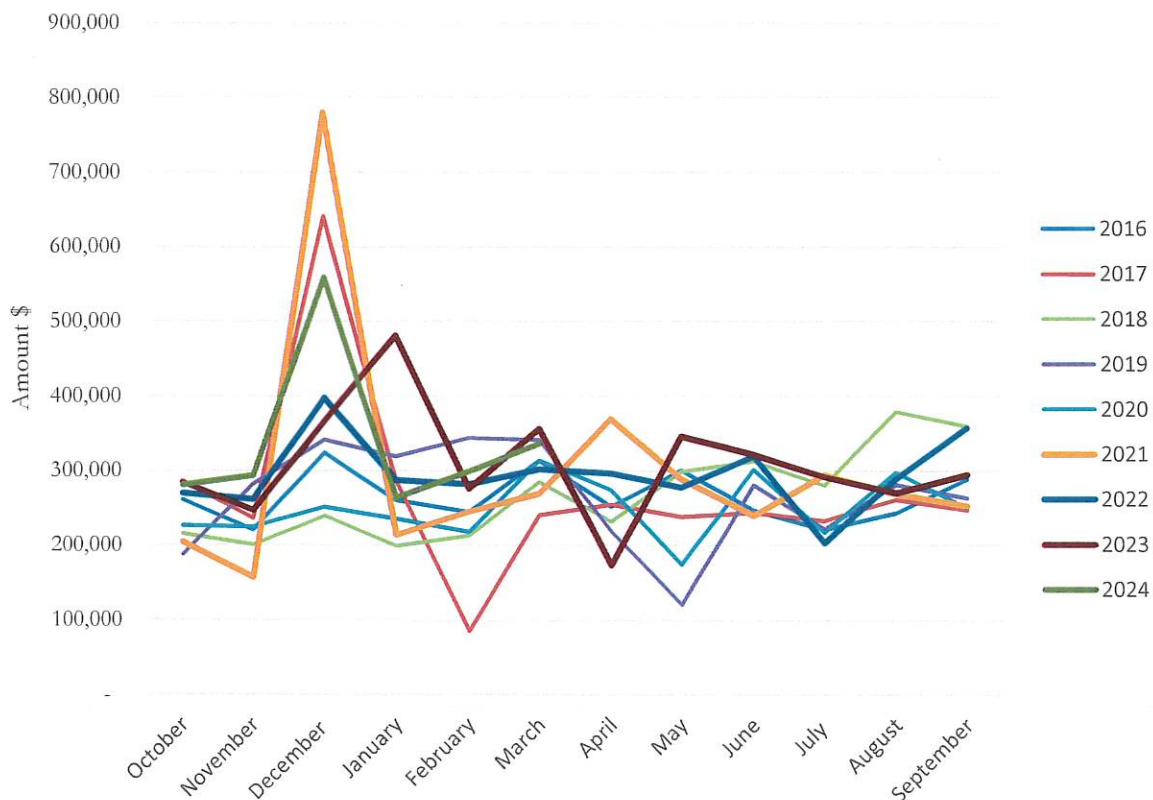
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of April 30, 2024 are \$12,525,897 or 66.56% of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are less than last year at this time.

Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of April 30, 2024 are \$10,857,881 or 55.69% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by \$1,668,015. The fund balance or reserves of the General Fund as of April 30, 2024 is \$9,039,840. This is 46.37% of the expenditure budget.

Monthly Report Finance, Court & Water Departments

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of April 30, 2024 are \$5,817,451 or 74.31% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of April 30, 2024 are \$4,769,941 or 63.57% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by \$1,047,509. The fund balance or reserves for the Water & Sewer Fund as of April 30, 2024 is \$1,645,618. This fund balance is only 21.93% of the operating expenditures.

Customer Service Department – Water & Court

We are continuing with the cross-training of employees. Also, we are working with Veolia to identify dead meters and idle accounts. In April the Water Department was reorganized and two employees were promoted.

We are working with Incode to be able scan all Municipal Court, Utility Billing, Accounts Payable, Purchasing, Payroll, Human Resources.

Other

The Finance Department is working on a program to go paperless. We also implemented the Purchasing Policy changes.

**City of Freeport
Monthly Financial Report
As of April 30, 2024
General Fund**

	FY2023	Adopted	Amended	Year to Date	% YTD
	Actuals	FY2024	FY2024	Actual	Budget
		Budget	Budget		
Beginning Fund Balance	\$ 5,813,303	\$ 6,124,699	\$ 7,371,825	\$ 7,371,825	
Revenues					
EMS	\$ 800,844	\$ 644,000	\$ 644,000	\$ 408,235	63.39%
Property Taxes	3,186,006	3,715,000	3,715,000	3,092,372	83.24%
Industrial Taxes	8,954,728	8,896,690	8,896,690	5,531,829	62.18%
Sales Tax	2,471,744	2,300,000	2,300,000	1,354,010	58.87%
Franchise & Other Taxes	724,988	685,000	685,000	406,017	59.27%
Permits	538,477	238,025	238,025	92,648	38.92%
Charges for Services	801,721	799,350	799,350	465,091	58.18%
Recreation/Rental	116,456	100,500	100,500	66,280	65.95%
Golf	928,555	762,000	762,000	516,436	67.77%
Municipal Court	191,086	257,700	257,700	99,275	38.52%
Grants	1,509,322	12,000	12,000	42,156	351.30%
Lease Income	123,009	104,300	104,300	8,000	7.67%
Miscellaneous	835,854	303,000	303,000	443,549	146.39%
Total Revenues	21,182,791	\$ 18,817,565	\$ 18,817,565	\$ 12,525,897	66.56%
Expenditures					
Administration	\$ 2,388,445	\$ 1,837,276	\$ 1,837,276	\$ 1,150,003	62.59%
Information Technology	266,762	443,279	443,279	279,835	63.13%
Service Center	201,534	203,433	203,433	257,516	126.59%
Municipal Court	277,486	228,473	228,473	136,007	59.53%
Police	4,912,493	5,577,060	5,577,060	3,184,892	57.11%
Fire	1,485,074	1,613,204	1,613,204	855,291	53.02%
EMS	903,040	1,084,197	1,084,197	513,514	47.36%
Emergency Management	-	-	-	-	
Code Enforcement	449,649	494,627	494,627	230,678	46.64%
Building	276,327	334,742	334,742	163,724	48.91%
Garbage Collection	747,174	750,000	750,000	382,170	50.96%
Street & Drainage	1,439,918	1,562,130	1,562,130	798,311	51.10%
Beach Fund Expense	30,745	42,850	42,850	331	0.77%
Main Street	-	139,352	139,352	37,349	26.80%
Historical Museum	291,245	241,979	241,979	117,990	48.76%
Sr Citizens Commission	7,588	17,500	17,500	7,574	43.28%
Library	36,451	37,700	37,700	16,133	42.79%
Parks	1,185,852	1,340,247	1,340,247	709,152	52.91%
Golf	1,376,255	1,288,322	1,288,322	721,169	55.98%
Recreation	349,138	542,986	542,986	207,206	38.16%
Interfund Transfer to	3,149,095	1,866,250	1,866,250	1,176,537	63.04%
Interfund Transfer from	(150,000)	(150,000)	(150,000)	(87,500)	58.33%
Total Expenditures	19,624,269	\$ 19,495,607	\$ 19,495,607	\$ 10,857,881	55.69%
Revenue Over/(Under)					
Expenditures	\$ 1,558,522	\$ (678,042)	\$ (678,042)	\$ 1,668,015	
Ending Fund Balance	\$ 7,371,825	\$ 5,446,657	\$ 6,693,783	\$ 9,039,840	

City of Freeport
Monthly Financial Report
As of April 30, 2024
Water Sewer Fund

	FY2023 Actuals	Adopted FY2024 Budget	Amended FY2024 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 99,707	\$ (205,471)	\$ 598,109	\$ 598,109	
Revenues					
Interlocal Revenue	\$ 3,691	\$ 4,000	\$ 4,000	\$ -	0.00%
Interest	20,074	9,000	9,000	18,018	200.20%
Misc Income	(106)	-	-	187	N/A
Misc Income Return Checks	975	1,000	1,000	625	62.50%
Utility Reimbursements	132,784	110,000	110,000	89,597	81.45%
Community Dev Grant	-	-	-	-	N/A
Grant - CDBG GLO	1,044,915	-	-	916,029	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(11)	-	-	-	N/A
Water Revenue	4,273,390	4,888,350	4,888,350	2,982,242	61.01%
Water Revenue - Misc	-	-	-	-	N/A
Sewer Revenue	2,808,110	2,661,650	2,661,650	1,724,745	64.80%
Sewer Revenue - Misc	-	-	-	-	N/A
Sewer Surcharge	-	-	-	-	N/A
Water Tap Fee	30,426	20,000	20,000	3,500	17.50%
Sewer Tap Fee	4,429	4,000	4,000	1,000	25.00%
Bad Debt Write-Off	1,491	1,000	1,000	1,908	190.77%
Connect & Disconnect Fees	149,779	130,000	130,000	79,600	61.23%
Transfer from General Fund	-	-	-	-	N/A
Total Revenues	8,469,948	\$ 7,829,000	\$ 7,829,000	\$ 5,817,451	74.31%
Expenditures					
Salaries	\$ 100,584	\$ 249,719	\$ 249,719	\$ 75,748	30.33%
Benefits	53,360	75,718	75,718	36,611	48.35%
Supplies	33,202	70,950	70,950	12,934	18.23%
Services	6,143,053	6,526,976	6,526,976	3,265,241	50.03%
Maintenance	58,587	100,000	100,000	63,785	63.78%
Sundry	20,094	25,800	25,800	23,600	91.47%
Capital Outlay	1,081,163	-	-	1,027,510	N/A
Debt Service Fees	30,053	-	-	-	N/A
Transfer to Debt Service	301,450	304,250	304,250	177,013	58.18%
Transfer to CO2021 Bond Fund	-	-	-	-	N/A
Transfer to General Fund	150,000	150,000	150,000	87,500	58.33%
Total Expenditures	\$ 7,971,546	\$ 7,503,413	\$ 7,503,413	\$ 4,769,941	63.57%
Revenue Over/(Under)					
Expenditures	\$ 498,402	\$ 325,587	\$ 325,587	\$ 1,047,509	
Ending Fund Balance	\$ 598,109	\$ 120,116	\$ 923,696	\$ 1,645,618	



City of Freeport Utility Billing
April 2024 Statistics

Total Active Accounts	3,543	
Total Services Disconnected	52	
Total New Services	75	
Billed Consumption - Water	34,410,390	\$ 468,423.60
Billed Consumption - Sewer	21,563,290	258,564.18
Billed Garbage		71,929.24
Billed Ambulance		7,016.22
Total Billed		<u>\$ 805,933.24</u>



City of Freeport Municipal Court
April 2024 Statistics

	April	Year-to-Date
Citations Issued	163	1107
Number of Violations Issued	188	1265
Court Payments Received	\$ 31,692.87	\$ 178,833.91

	April	April
Warrants Issued	97	\$ 42,620.23
Total Active Warrants	2,889	\$ 1,156,185.55

City of Freeport
Capital Projects
As of April 30, 2024

Project	Project Status	Budget/Estimated Cost	Spent To Date	Remaining Budget
Fund 67 - 2021 CO Bond Fund				
Lift Station 3, 4, and 14 Rehabilitation	Complete	\$ 1,730,004.45	\$ 1,730,004.45	\$ -
FM 1495 Water Line Relocation	Construction has begun	481,665.00	460,313.72	21,351.28
Phase I SSOI Engineering	Project on hold	215,926.00	22,974.00	192,952.00
Sanitary Sewer Collection GLO Project	Construction has begun	59,316.26	59,316.26	-
Wastewater Treatment Plant Grant Match	Bids were received	60,520.00	-	60,520.00
Avenue H Sewer Line Replacement Grant Match	Complete	41,366.19	41,366.19	-
WWTP Improvements	Project on hold	1,928,630.00	74,358.00	1,854,272.00
Sewer Line Replacement SSOI	Project on hold	482,572.10	-	482,572.10
Lift Station Pumps	Obtaining Bids	151,348.93	-	151,348.93
Total Fund 66 - 2021 CO Bond Fund		\$ 5,151,348.93	\$ 2,388,332.62	\$ 2,763,016.31

Fund 66 - 2020 CO Bond Fund				
Streets & Drainage Projects				
Total Budget for Street Projects		\$ 6,375,000.00		
2019-2020 Asphalt Streets - County Interlocal carried over to 2021	Complete	\$ 206,053.24	\$ 206,053.24	\$ -
2020-2021 Asphalt Streets - County Interlocal	Complete	321,260.88	321,260.88	-
2020-2021 Water/Sewer Relocation - Asphalt Streets	Complete	230,704.84	230,704.84	-
2021-2022 Asphalt Streets - County Interlocal	Complete	333,531.08	333,531.08	-
2021-2022 alley Sewer Relocation - Asphalt Streets	Complete	66,676.49	66,676.49	-
2022 Phase 1 Concrete Streets - Engineering	Complete	316,203.58	316,203.58	-
2022 Phase 1 Concrete Streets - Construction	Complete	2,348,887.44	2,348,887.44	(0.00)
2022-2023 Phase 2 Concrete Streets - Engineering	Construction Observation	426,380.00	426,380.00	-
2022-2023 Phase 2 Concrete Streets - Construction	Under Construction	2,157,895.63	2,157,895.63	-
Velasco Pump Station Improvements	Complete	316,707.00	316,706.61	0.39
Heritage House Renovations	On Hold	375,000.00	-	375,000.00
City Hall Renovations	Awarded contract for construction. Asbestos removal has begun.	1,138,382.00	547,197.88	591,184.12
Total Funding Fund 66 - 2020 CO Bond Fund		\$ 8,237,682.18	\$ 7,271,497.67	\$ 966,184.51

Fund 14 - Streets & Drainage Funds				
Road Failure - Avenue D	Complete	\$ 49,000.00	\$ 49,000.00	\$ -
Asphalt Streets 2022-2023	Construction has begun.	446,041.00	30,774.62	415,266.38
Entry Road for Park	Complete	150,000.00	101,655.10	48,344.90
Streets & Drainage Project	Project to be determined	452,077.20	-	452,077.20
2022-2023 Phase 2 Concrete Streets - Construction	Under Construction	1,641,328.37	1,116,223.47	525,104.90
Road Failure - 1420 10th Street	Complete	17,000.00	17,000.00	-
Rebuild Stormwater Pump	Complete	24,269.00	24,268.29	0.71
Repair Ally East 5th at Cherry	Complete	72,120.00	72,119.38	0.62
2022-2023 Phase 2 Concrete Streets - Engineering	Construction Observation	53,783.15	53,783.15	-
Replace Asphalt Ave C & Quintana	Complete	30,000.00	30,000.00	-
Stormwater Pump	Complete	12,954.88	12,954.88	-
Repair Stormwater Pump	Complete	42,810.92	42,810.92	-
Asphalt Streets 2023-2024	Construction has begun.	570,178.00	99,795.38	470,382.62
Stormwater Project	Waiting for Project to be determined	500,000.00	-	500,000.00
Emergency Road Repair	Complete	29,000.00	29,000.00	-
Emergency Road Repair	Complete	28,800.00	28,800.00	-
Total Funding Fund 14 - Streets & Drainage Fund		\$ 4,119,362.52	\$ 1,708,185.19	\$ 1,440,794.71

Fund 21 - Facilities & Grounds CIP

City Hall Renovations	Awarded contract for construction. Asbestos has begun.	\$	750,000.00	\$	2,503.00	\$	747,497.00
Temp. Modular Building	Construction has begun.		426,095.00		311,683.99		114,411.01
Fire Station 1 Driveway	To be quoted		10,000.00		-		10,000.00
Radio Antenna Repairs - Fire	Repair has begun		11,665.00		5,057.17		6,607.83
Greens Resurfacing	To be bid		175,000.00		-		175,000.00
Tee Renovations	Construction has begun.		55,000.00		49,520.00		5,480.00
Pumphouse Renovations	To be bid		40,000.00		-		40,000.00
Jail Facility Renovation	To be bid		115,000.00		-		115,000.00
Replacement of Main Electric Dist. Panel	Construction has begun.		20,000.00		-		20,000.00
Police Department Parking Lot Improvements	To be quoted		20,000.00		-		20,000.00
New Evidence Lockers	Ordered		11,000.00		9,600.00		1,400.00
Server Room Ventilation	To be quoted		12,500.00		-		12,500.00
Museum Remodel	To be quoted		22,500.00		-		22,500.00
New Display Cases	Complete		11,500.00		11,500.00		-
Library Nesting Training Tables	To be quoted		6,750.00		-		6,750.00
Park Equipment	Waiting to determine project		10,000.00		-		10,000.00
Riverplace Exterior Metal Coating	To be quoted		30,000.00		-		30,000.00
Splashpad Renovation	To be quoted		10,000.00		-		10,000.00
FMP Kitchen Remodel	Supplies ordered		40,000.00		13,698.25		26,301.75
Fuel Tank	Construction has begun.		68,639.30		30,000.00		38,639.30
Golf Fairway	Construction has begun.		200,000.00		14,184.50		185,815.50
	Total Fund 21 - Facilities & Grounds CIP		\$ 2,045,649.30		\$ 447,746.91		\$ 1,597,902.39

Fund 22 - Vehicle & Equipment Replacement Fund

Replace 2 Ambulances	Ordered & Received Some Outfitting	\$	600,000.00	\$	395,901.96	\$	204,098.04
Equipping new reserve firefighters	To be quoted		12,000.00		-		12,000.00
Furnishings/Appliances Fire Station 2	To be quoted		30,000.00		-		30,000.00
Fire-Portable Radios	Ordered		36,400.00		-		36,400.00
Fire-Reserve PPE	To be quoted		19,100.00		-		19,100.00
5210 Tractor	Complete		36,000.00		35,539.02		460.98
Ztrak mowers	Complete		59,000.00		36,602.28		22,397.72
Zmaster 72" Mower	Complete		17,000.00		17,619.42		(619.42)
Vehicle Replacement - Police	Ordered		376,006.00		162,712.77		213,293.23
Generator - Police	Waiting on electrical work to be completed		60,000.00		19,671.20		40,328.80
Replace Gate Motor	To be quoted		15,000.00		-		15,000.00
Sever Switch Replacement	Complete		15,000.00		19,445.49		(4,445.49)
New Motion Cyber Security	To be quoted		10,000.00		-		10,000.00
Offsite Backup & Software	To be quoted		14,000.00		-		14,000.00
One Ton Dump Truck	Complete		90,000.00		80,861.64		9,138.36
1/2 Ton 4X4 Work Truck	Ordered		120,000.00		71,215.50		48,784.50
3/4 Yard Concrete Mixer	Complete		10,000.00		4,200.00		5,800.00
Generators	Request for Proposals will go out in for Lift Station Generators		60,000.00		-		60,000.00
	Total Fund 22 - Vehicle & Equipment Replacement		1,579,506.00		843,769.28		735,736.72

Fund 23 - Technology Fund

Access Control Panel	Ordered	\$	23,645.47	\$	21,905.00	\$	1,740.47
		\$	23,645.47	\$	21,905.00	\$	1,740.47



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

131 East 4th Street
Freeport, Texas 77541
Phone (979) 233-2111
Fax (979) 233-4103

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

To: Mr. Lance Petty, City Manager

From: Christopher D. Motley, Fire Chief 

Date: May 20, 2024

Re: April 2024

Response alarms: Fire - 17
EMS - 166
Total - 183

Significant Events: Air Ambulance transport: 4
Mutual Aid Request: EMS response: 8 FIRE 0
Mutual aid given to other cities to cover EMS response: 1 FIRE 0
Two EMS units working calls at the same time: 31
Three working EMS alarms: 7
Four working EMS alarms: 0
Five working EMS alarms: 0
Transport rate: 69%

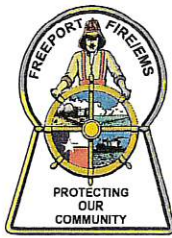
Structure Fires: No structure fires

January to April 30, 2024 Call Volume

12%



Visit us online at www.freeport.tx.us
facebook.com/FreeportFire
fire@freeport.tx.us



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

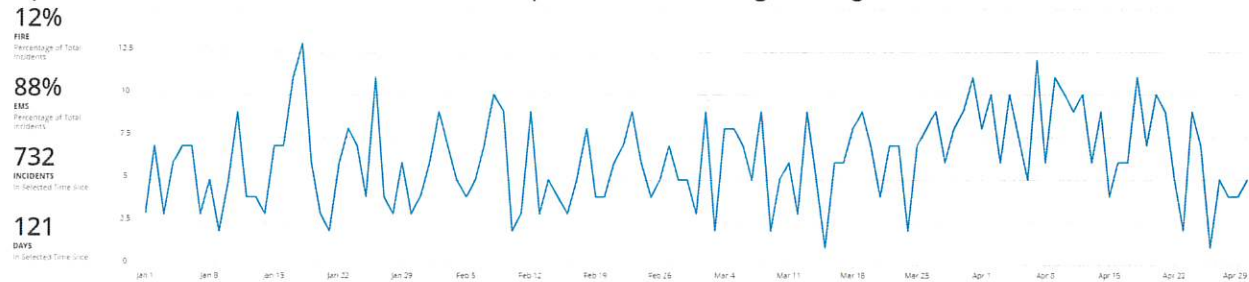
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Chief / EMC

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Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

April 2024 Call Volume. Trend Lines Report with a moving average from 1 to 12 incidents.



Infrastructure:

Station #2: Modular building was delivered and placed on site. Apparatus Building: Pending the civil drawings for the foundation. Change order for a core sample to be taken for the foundation work. Core sample complete. Pending engineering. Electrical from Service to building requires a sealed bid. Date: TBD by Finance Dept. Potable water line: Requires seal bid. Date: TBD by Finance Dept.

Engine 901: Fire Engine manufacture in May 2004 American LaFrance. Has reached it service life of twenty years. It is out of service. Engine 901 has been repaired by an EV Technician by a third party. Pending annual pump test. Engine 901 is running and placed in in reserve status with limited use due electronic controls response to the driver operator.

Emergency Management:

Preparing emergency management response to natural disasters. Municipal EMC monthly meeting collaboration of local planning. Port Freeport/Freeport Fire & Police Interoperability Agreement is scheduled to present to their governing body for approval on May 6, 2024. Freeport legal counsel has reviewed the Interlocal Agreement.

Mitigation Grants:

No Report.

Visit us online at www.freeport.tx.us
facebook.com/FreeportFire
fire@freeport.tx.us



CITY OF FREEPORT
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Micheal Dumas
Deputy Chief
Fire Marshal

Grants:

FEMA AFG Grant: applications has been submitted for Staffing for Adequate Fire and Emergency Response Grants (SAFER), Wildland Vehicle, and Firefighting Equipment. Award fall of 2024 Texas forestry Grant: Award Large Truck Chassis: \$100,000. Preparing letter for donors for this project. The vehicle identified coast \$310,000. May 14, 2024, Town of Quintana has this on their agenda to discuss financial support.

FEMA AFG radio grant update: Received the twenty-seven radios

Personnel:

Staffing:

Fire Fighter Vacancy: Three (Full-time)

Fire Fighter Vacancy: Four (Part-time)

EMS Vacancy: One (Part-time).

Applications Received: Full-time: 4 Part-time: 2

*Note that most applicants do not hold state certification.

Employee PAT test: Scheduled 0, Tested: 0, No Show: 0

Interviews: T0

Backgrounds: In progress: 2 complete: 0

Job Offers: 0

Employee of the Month: FF Robert Phillips and FF Colton Cagle

Training Employees:

Chris Motley and Jason Shafer TCFP Instructor III

EMS Proctor:

Brazosport College EMS Students Field Proctor: Four Students.

BISD EMS Students Field Proctor: None, Semester over.

Injuries:

None.

Events:

Danny Gillchriest retirement

Tammy Davis Benefit

BISD Health Science Interview Program

Freeport Police Dept Citizen Academy

Riverfest BBQ Cook Off

Brazoria County City Association Meeting Iowa Colony

Brazoria County Firefighter Association Clute



Human Resources Monthly Report

Date: May 7, 2024

HR TEAM: Donna Fisher/Genesis Martinez

HR Services Team Priorities and Results for April 2024:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - **Brittany Barker – Police Officer**
 - **Aileen Benitez – Part-time Recreation Attendant**
 - **Jonathan Foster – Maintenance Technician – Street Department**
 - **Trenton Carter – Police Officer**
 - **Benjamin Champion – Police Officer**
 - **David Flow – Part-time Range Attendant**
 - **Samuel Garcia – Part-time Range Attendant**
 - **Booker Hankerson – Part-time EMT**
 - **Julian Hernandez – Part-time EMT**
 - **Ellen St. Arnold – Code Compliance Officer**
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had zero (0) employee terminations for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had five (5) employee separations in April. One employee from the Golf Course, one from the Police Department, two from the Fire Department, and one from the Public Works Department
 - **Internal Transfers/Promotions:**
 - Shelby Araujo promoted from Interim Building Official to Building Official
 - Adam Barfield promoted from Groundskeeper to Golf Course Clerk
 - Jilari Betancourt promoted from Customer Service Clerk to Water Billing Clerk
 - Linda Fuentes promoted from Customer Service Clerk to Customer Service Clerk II
 - David Villegas promoted from Lead Building Maintenance Technician to Public Works Superintendent
 - Rudy Ragle promoted from Interim Public Works Director to Public Works Director
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Firefighter/EMT – Full and Part Time
 - Part-time Crossing Guard
 - Police Officer
 - Maintenance Technician II – Street Department
 - Telecommunications Officer (Dispatch) – Police Department

- Jailer – Police Department
- Building Inspector
- Lifeguards – Part-Time, Seasonal
- **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.
- **Risk Management and Insurance Updates:**
 - **Unemployment Claims:** We had zero (0) unemployment appeals during the month of March.
 - **Workers Compensation Claims:** We had two (2) active Workers Comp. claims in April.
 - **Family & Medical Leave Cases (FMLA)-** We had one (1) active FMLA case in April.
 - **Training/Development:** Both Ms. Fisher and Ms. Martinez attended the TMHRA Regional Meeting in Sugar Land on April 25.
 - **Benefits:** Had kickoff meeting with new benefits consultant.

Priorities for May:

- **Training/Development** – Assign Sexual Harassment and Ethics training to employees hired since March. Start Public Works safety trainings once IT completes training room setup. Work on “tailgate trainings” with Public Works Director
- **Employee Benefits** – Provide needed information to new Benefits Consultant to work on preparation of RFP for insurance coverages.

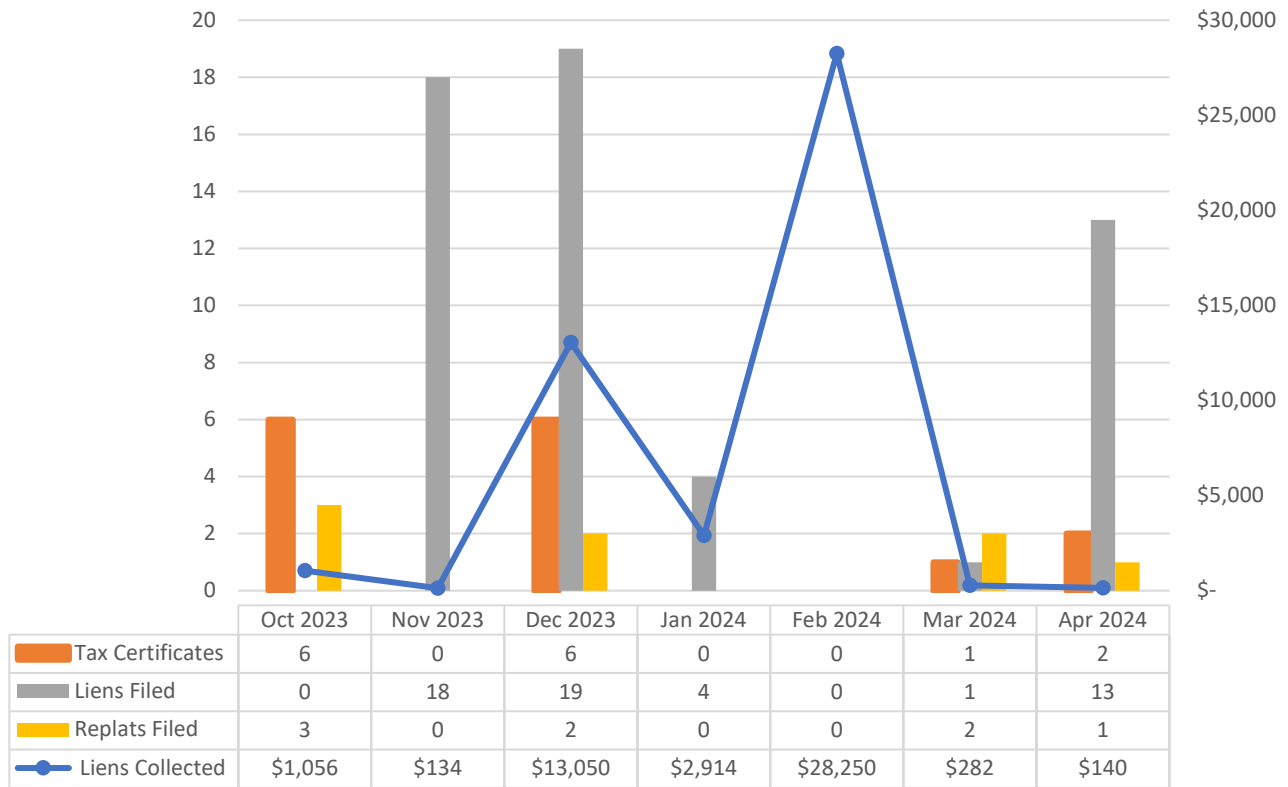
Property & GIS Monthly Report

April 2024

Property:

- Lien Calculations/Payoff Preparations/Releases
 - Liens Collected: \$ 140
 - Lien Payoff Preparations: 2
 - Liens Released: 1
- Brazoria County Tax Office – Tax Certificates (2)
- Brazoria County Clerk – File Liens (13) & Replats (1)
- New Address Assignments: 1

Property Management Department Activity



GIS:

- Update ownership data
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests
- Apartment Complexes
- Buildable Lots (City Owned)
- Departmental Web Applications

Projects:

- Illumination Street Lights -Installation
 - Centerpoint – 2023 Lights submitted; permits need to be pulled 25%
 - 2024 Lighting Needing Council Approval
- Liens – Catalog by Block & Lot 30%
- Lead/Copper Water Lines – Field Work to Commence 20%
- Hard Copy Documentation scanning into Click Scan 90%
- New Pubic GIS Website online 100%
- Mapped all available Apartment Numbers 100%

Freeport Main Street Monthly Report

April 2024



MAIN STREET

FREEPORT

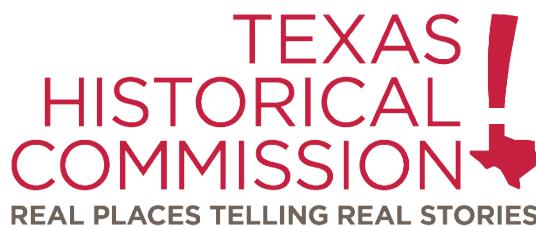
Ana Silbas, Main Street Coordinator

Freeport Main Street

Our Mission

The mission of the Freeport Main Street Program is to economically revitalize and historically preserve the downtown area to foster an environment which celebrates our rich history and diversity and offers economic, social and cultural opportunities.

Freeport Main Street is an affiliate community of the Texas Main Street Program, under the Community Heritage Development Division of the Texas Historical Commission and Main Street America.



1 Continue to Build Partnerships through Community Outreach

With Freeport Main Street in the Catalyst Phase (First Three Years), it is vital to continue the process of building relationships with residents, local corporations, civic organizations, community leaders and local and regional economic development partners.

2 The Four Point Main Street Approach

The work of Freeport Main Street is driven by the Four Point Main Street Approach, which focuses on design, organization, promotion and economic vitality.

3 The Main Street American Evaluation Framework

In order to continue the growth of Freeport Main Street, there are six standards to guide the historic preservation and economic revitalization of Downtown Freeport, which include:

- I. Broad-Based Community Commitment to Revitalization
- II. Inclusive Leadership and Organizational Capacity
- III. Diversified Funding and Sustainable Program Operations
- IV. Strategy-Driven Programming
- V. Preservation-Based Economic Development
- VI. Demonstrated Impact and Results

2024 April Impact

Events Attended

NEXTREX Community Recycling Challenge Drop-Off – April 4th

Freeport Historical Commission & Main Street Advisory Board Member Ronnie Martin and Main Street Coordinator Ana Silbas delivered another round of collected soft plastics to Kroger! The goal is to collect 1,000 lbs. of soft plastic by October 2024.



Brazosport College: Community Class on AI-April 5th

Main Street Coordinator Ana Silbas attended Brazosport College's inaugural AI Community Class led by Tim Mousel! It was an informative session filled with great tips to navigate the current and future advancements of artificial intelligence!



Ann's Party Place Ribbon Cutting- April 16th

Celebrating Legacy & Dedication! Meet Ann, the heart and soul behind Ann's Custom Monogramming and now, Ann's Party Place!

Ann is known by many for her heart and service to our community. Freeport Main Street and Freeport Economic Development Corporation were honored to attend the ribbon cutting ceremony hosted by the Brazosport Area Chamber of Commerce.



The Texas of Tomorrow- Texas Economic Development Update with Adriana Cruz- April 18th

Main Street Coordinator attended the second quarterly membership meeting for the Economic Development Alliance for Brazoria County. The keynote speaker was Adriana Cruz, Executive Director of Texas Economic Development and Tourism for the Office of the Governor Greg Abbott. Cruz provided a Texas Economic & Tourism Update to event attendees.

Brazosport Breakfast Lions Club: Pizza Delivery to Freeport Elementary - April 26th

As a member of the Brazosport Breakfast Lions Club, Main Street Coordinator was invited to deliver pizzas to Freeport Elementary awarding classrooms with good attendance records.

Meetings

Post Oak Preservation Solutions: Local District Call- April 1st

Main Street Coordinator met with Megan McDonald, Post Oak Preservation Solutions Architectural Historian and Robert Johnson, Executive Director of Freeport Economic Development Corporation to discuss historical characteristics of Downtown Freeport.

Gensler Meeting with Freeport Economic Development Corporation- April 3rd

Main Street Coordinator attended a virtual meeting with Robert Johnson, Executive Director of Freeport Economic Development Corporation and Gensler to discuss the logistics of hosting a community engagement session for the 8.8 acres owned by Freeport Economic Development, along the waterfront and near the Main Street District.

Texas Main Street Quarter 1 Q &A- April 9th

Main Street Coordinator attended the virtual session hosted by the Texas Main Street Program to learn about the updates made to the community quarterly reports.

Freeport Economic Development Corporation Meeting- April 9th

Main Street Coordinator attended the Freeport Economic Development Corporation meeting to provide an update on the progress of the downtown comprehensive plan and design guidelines, currently being developed by UTSA's Center for Urban and Regional Planning Research and Post Oak Preservation Solutions. Additionally, Main Street Coordinator requested a marketing sponsorship for the Cinco de Mayo Celebration.

Día de Los Muertos Planning Meeting- April 17th

Main Street Coordinator attended the virtual Día de Los Muertos meeting to begin planning discussions for this year's countywide event. Freeport Main Street is set to host the Día de Los Muertos Community Procession in November 2024.

Texas Main Street Design Meet-Up: Streetscape- April 17th

Main Street Coordinator attended the virtual monthly meet-up session hosted by the Texas Main Street Design Team to learn about Streetscape Assistance.

Freeport Historical Commission & Main Street Advisory Board Meeting- April 18th

The Freeport Historical Commission & Main Street Advisory Board met on April 18, 2024. The board met to discuss Community Visioning Session with UTSA Center for Urban and Regional Planning Research, Demolition of 208 West Park Avenue, Freeport Economic Development Corporation –Gensler Community Vision Session and 2024 KIDFEST.

Projects**NexTrex Community Recycling Challenge**

The Freeport Main Street Program is still collecting soft plastic items for the NexTrex Community Recycling Challenge to promote beautification and sustainability. The residents of Freeport are able to drop off soft plastics at City Hall and the Police Department. The program will run until October 2024.

Cinco de Mayo Celebration

Freeport Main Street prepared for Cinco de Mayo Celebration--May 3, 2024 in Historic Downtown Freeport. Thus far, the event festivities will include performances from Mariachi Orgullo de Houston, TX and Angleton ISD Ballet Folklorico, food and craft vendors, community organization/business booths, face painting, caricature artist and inflatables.

Information Technology

Monthly Report

- Riverplace network upgraded for all future events with increased bandwidth for features such as live streaming.
- MDM Management Provisioned for National and State compliance.
- Doors upgraded to badge readers at City Hall
- Security Systems installed at City Hall
- Emergency Elevator phone installed at City Hall

Upcoming Projects

- Improved network connection at 1201 City Hall Location.
- City Website full redesign
- Cloud Data Migration to replace aging file servers.
- E-Waste/Surplus equipment removal.
- Public information request improvements.
- Radius Authentication Citywide WIFI security
- Improved Online job application submissions.
- Physical security access upgrades to Rec Center / Fire Dpt.

MAY 2024





Closed Ticket 31 days by Category Only

Description:

Category: Service Desk

Server Hostname: support.0cwrseesmgcerdzoaboqdri0wg.bx.internal.cloudapp.net

Generated: 05/17/2024 10:08:51

1 row: Category: Hardware::Other Hardware

1 row: Category: Hardware::Phone::Mobile

2 rows: Category: Hardware::Printer::Copier

3 rows: Category: Hardware::Printer::Desk/Office

15 rows: Category: Other

1 row: Category: Software::Install

2 rows: Category: Software::Issue

3 rows: Category: Website::Change or Upload

05/17/2024

Time period

📅

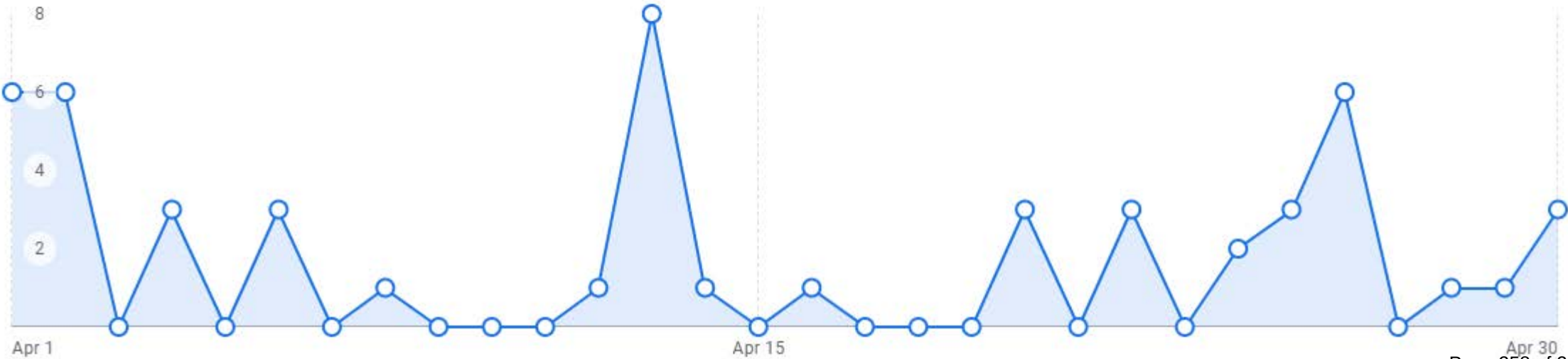
Apr 2024–Apr 2024

▼

Overview Calls Messages Bookings Directions Website clicks

52

Business Profile interactions ⓘ



236

👁 People viewed your Business Profile

Platform and device breakdown

Platform and devices that people used to find your profile



150 • 64%

Google Search – mobile

44 • 19%

Google Maps – mobile

31 • 13%

Google Search – desktop

11 • 5%

Google Maps – desktop

🔍 Searches showed your Business Profile in the search results

Searches breakdown

Search terms that showed your Business Profile in the search results

1. animal control freeport tx < 15
2. call city hall in freeport texas < 15
3. city hall < 15
4. city hall freeport texas < 15
5. city hall freeport tx < 15

[See more](#)

Freeport City Hall

1201 N Avenue H, Freeport, TX 77541, United States

[Get more reviews](#)

5.0 ★★★★★ 1 reviews ⓘ

Sort by

✓ Most relevant

Newest

Highest rating

Lowest rating



Johnny Brazos

Local Guide · 35 reviews · 14 photos

★★★★★ 3 weeks ago **NEW**

Absolutely sweet and courteous helpful folks....I'm so happy I moved to Freeport!!

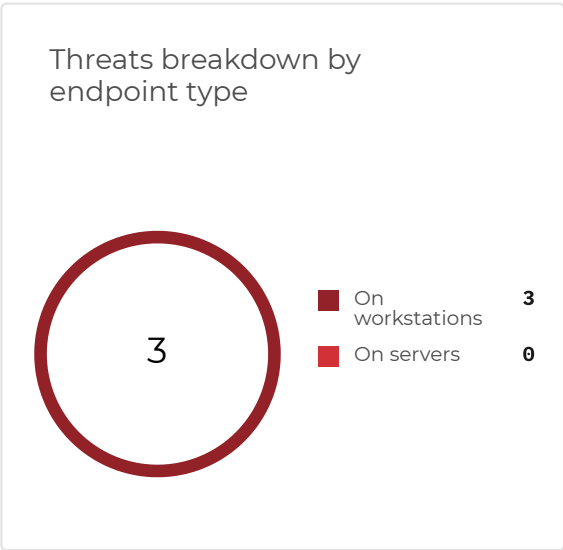
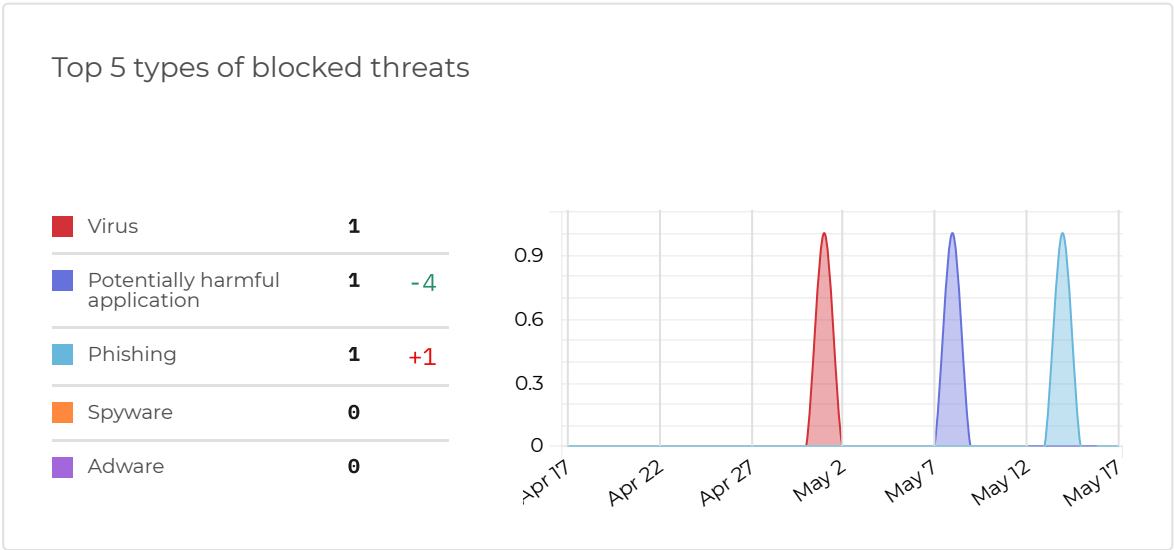
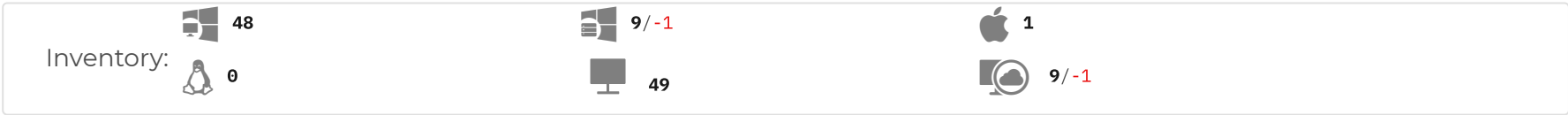


Reply





Reporting period17 Apr 2024 00:00 - 17 May 2024 18:10

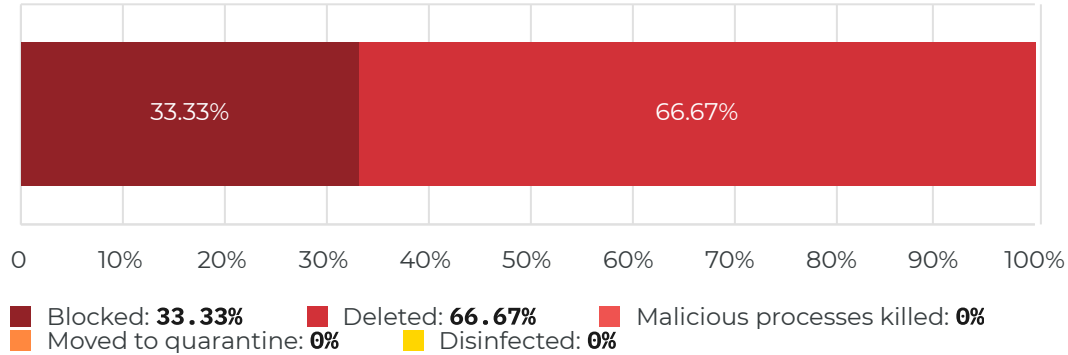


Incidents breakdown by action taken

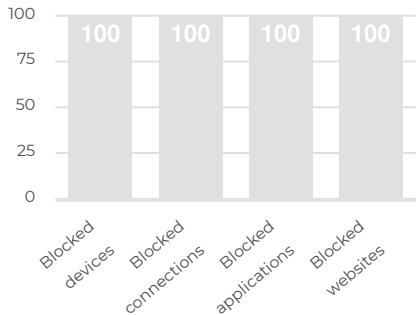


No information available. To retrieve data about your company's **Incidents Status**, please consider a compatible [license key](#).

Remediation actions



Policy rule-based detections



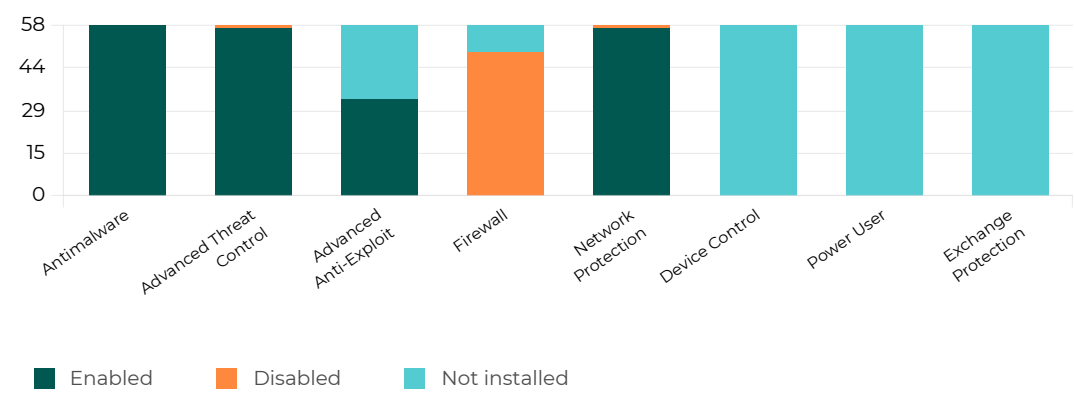
Blocked websites



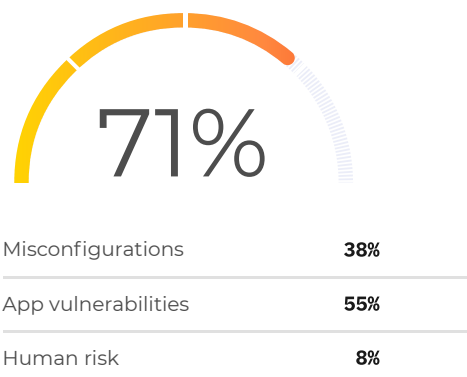
Blocked network attack techniques

Initial access	0
Credential access	0
Discovery	0
Lateral movement	0
Crimeware	0

Endpoint modules status



Company risk score



Endpoint modules status details

	Enabled	Disabled	Not installed		Enabled	Disabled	Not installed
Antimalware	58	0	0	Network Protection	57	1	0
Advanced Threat Control	57	1	0	Device Control	0	0	58
Advanced Anti-Exploit	33	0	25	Power User	0	0	58
Firewall	0	49	9	Exchange Protection	0	0	58

Filter statement

Filters

Days in Event Date

Last 30 Days

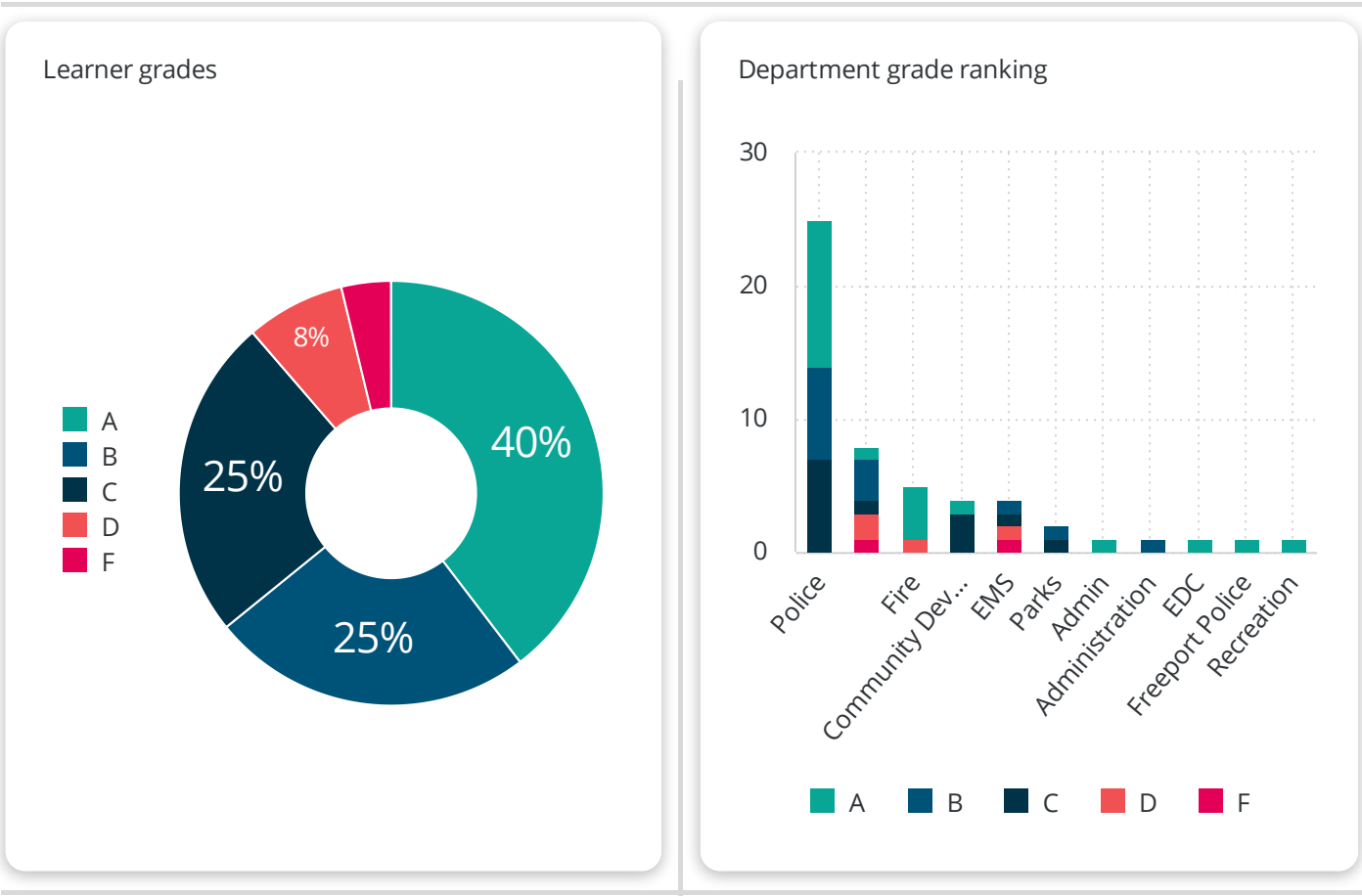
Test Campaign

No

Risk dashboard

How to address your organization's risk

- **Grade based training:** with a lower grade into additional training to reinforce cybersecurity best practices.
- **PhishNotify:** Make sure everyone in your organization knows not only how to identify suspicious emails, but what to take.
- **Diversify your training materials:** Try out different training types to keep people engaged in their learning. The offers training videos, Choose Your Own Adventure games, and knowledge checking assessments.
- **Customize your program:** Give your program a personalized touch by customizing your notifications, sending domains and .



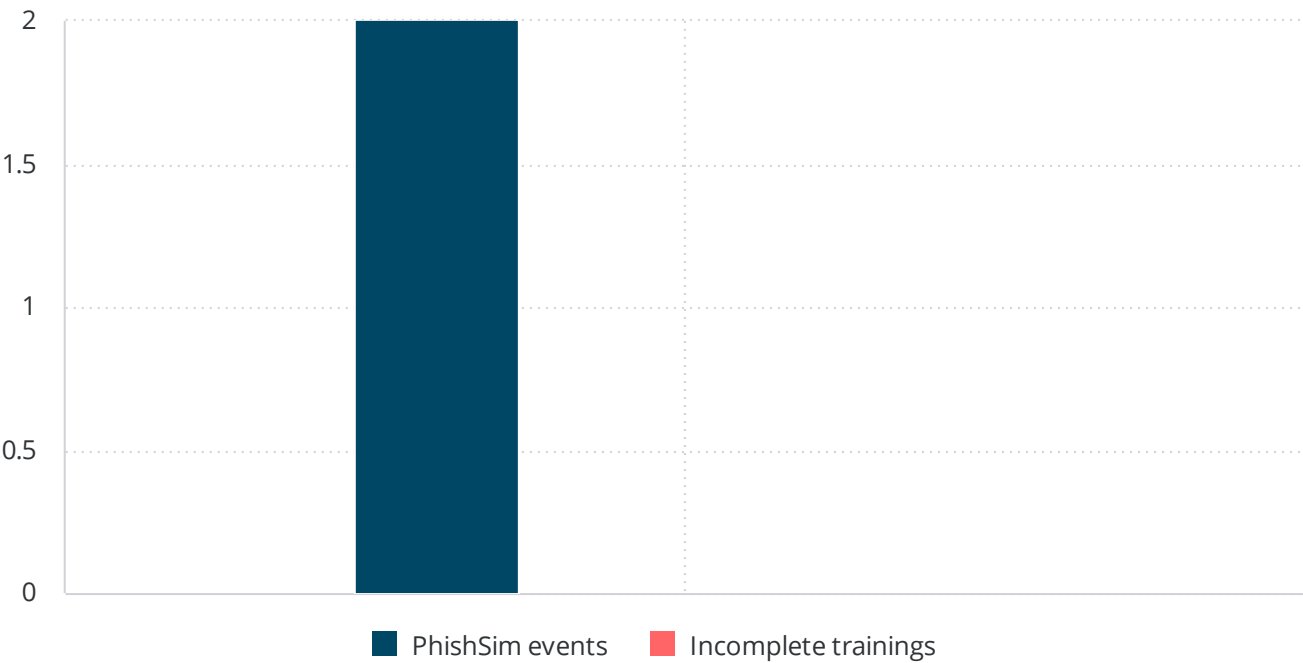
Filter statement

Filters

Days in Event DateLast 30 Days

Test CampaignNo

Risk events



Performance summary

Phished events

Learners with phished events

1.89%

Total phished events1

Data entries

Learners with data entries

0%

Total data entries0

Filter statement

Filters

Days in Event Date

Last 30 Days

Test Campaign

No

PhishNotify non-reporters

Learners with no PhishNotify repo...

82.11%

Total non-reporters78

Incomplete trainings

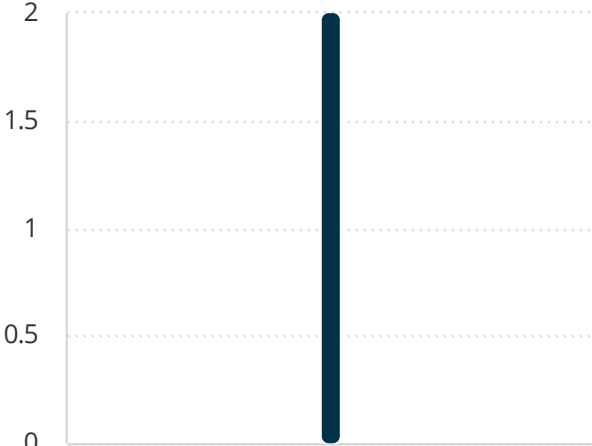
Learners with incomplete trainings

0

Total open courses0

Quarter over quarter

Phished events

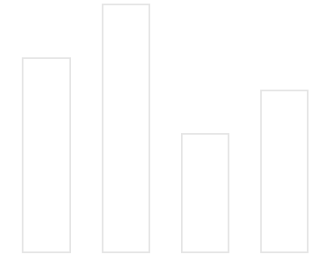


Quarter	Phished events
2024 Q2	2

Last quarter and this quarter

Data entries

No Results



Filter statement

Filters

Days in Event Date

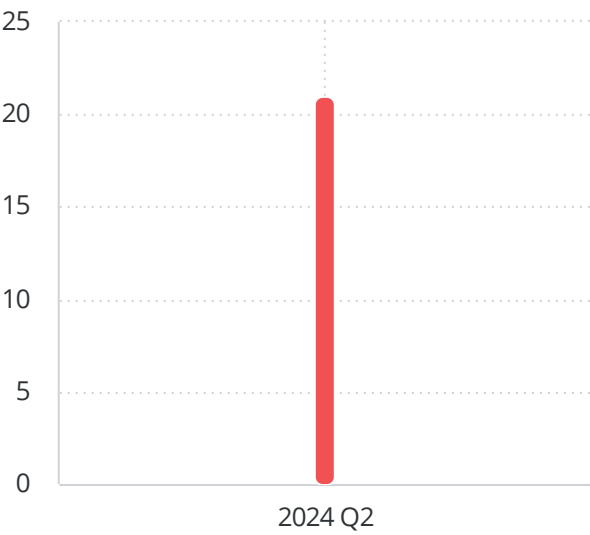
Last 30 Days

|

Test Campaign

No

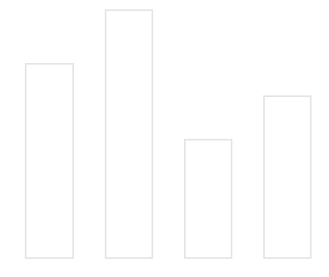
PhishNotify reports



Last quarter and this quarter

Incomplete trainings

No Results





Jerry Cain
Mayor

Lance Petty
City Manager

PUBLIC WORKS MONTHLY REPORT

Date: April 2024

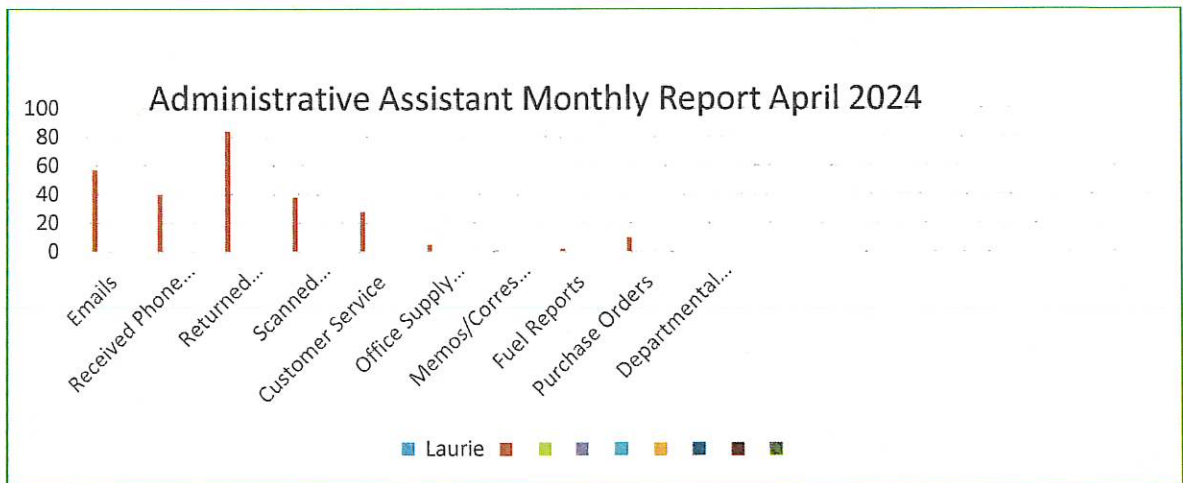
From: Rudy Ragle, Director of Public Works

Administration Division:

Under the Direction of the Director of Public Works, this division manages the public works office, customer service, scheduling, reporting and public communication

Key Highlights This Month:

- Work Orders
- Communication
- Orders



Streets Division:

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city’s right-of-way.

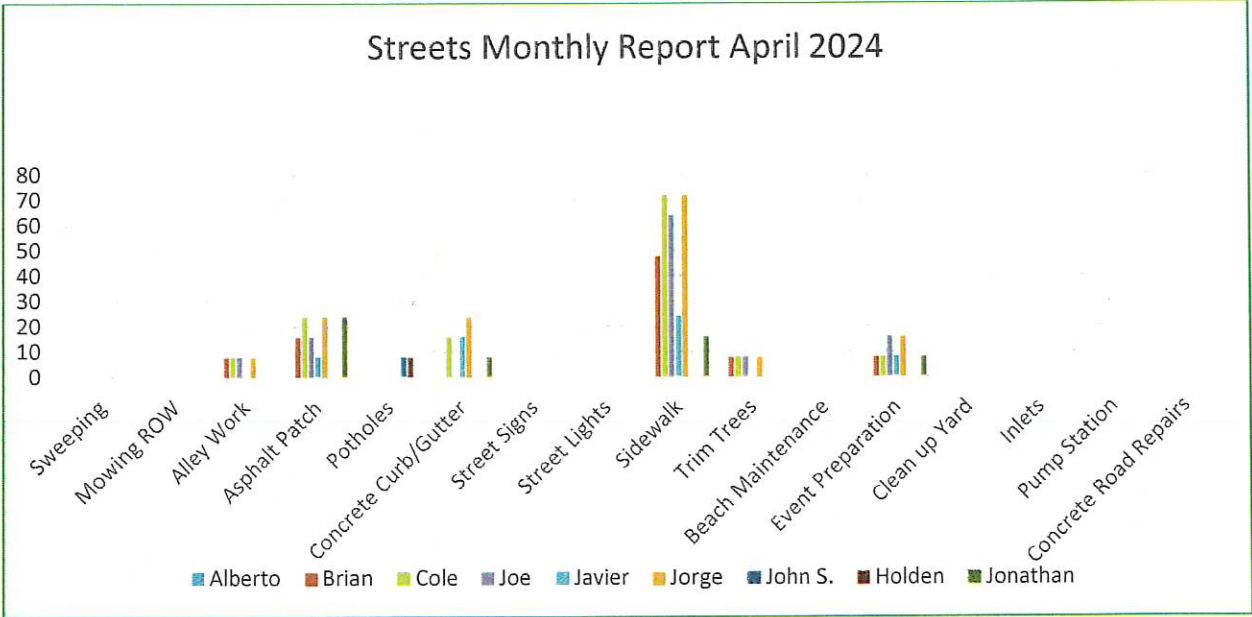
Key Highlights This Month:

Side walk – Road repair -Curb repair

- 1400 Block 6
- 1600 Block 6

Alley work

- 1400 block west 8th
- 1500 Block West 6th



Drainage Division:

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

Key Highlights This Month:

Road repairs

- 1602 West 9th
- North Ave I and Varner
- 1500 Block West 4th
- 200 Block South Ave B
- 100 BLOCK West 7th
- 900 North Ave C
- 1200 Block Skinner
- 800 Block North Ave F
- Dezavala A and b

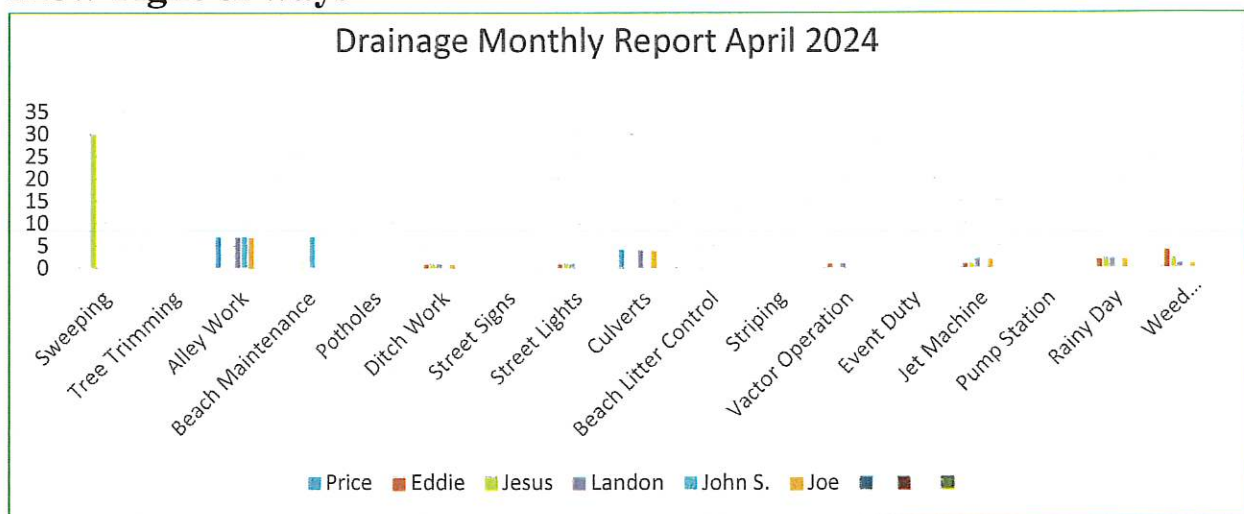
Colbert and drainage

- 53 Marlin Dr
- 805 west 7th
- Yellowstone

Clean drainage ditches

- Avenue H
- Bridge Harbor

Mow right of ways



Streets Division:

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

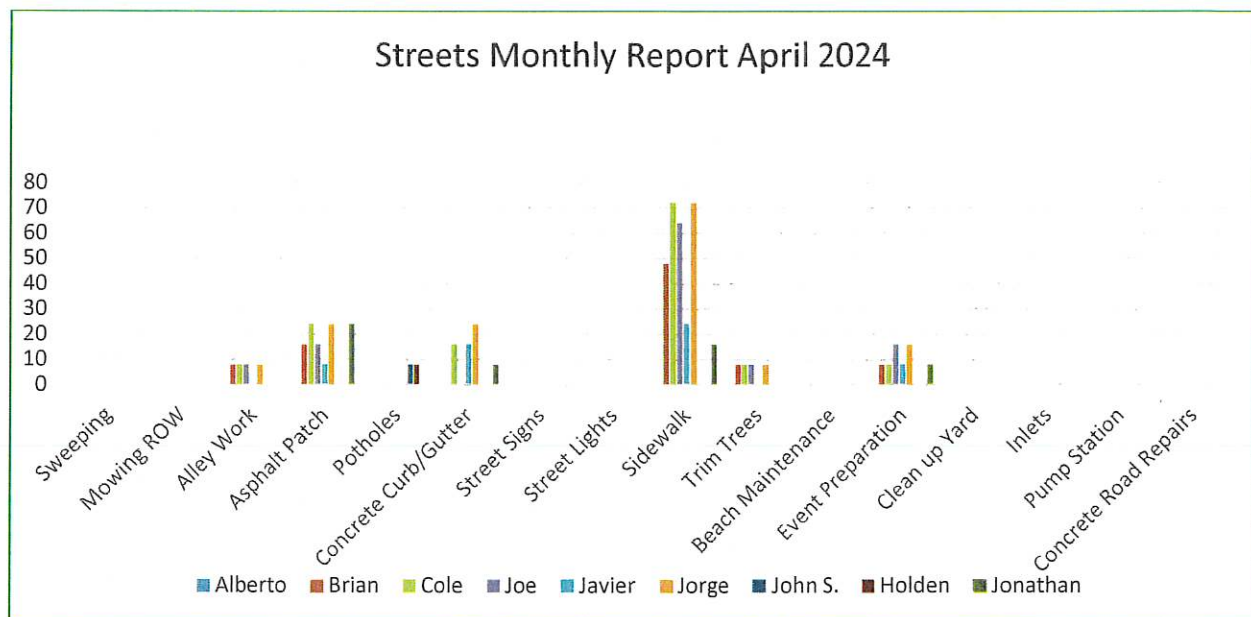
Key Highlights This Month:

Side walk – Road repair -Curb repair

- 1400 Block 6
- 1600 Block 6

Alley work

- 1400 block west 8th
- 1500 Block West 6th



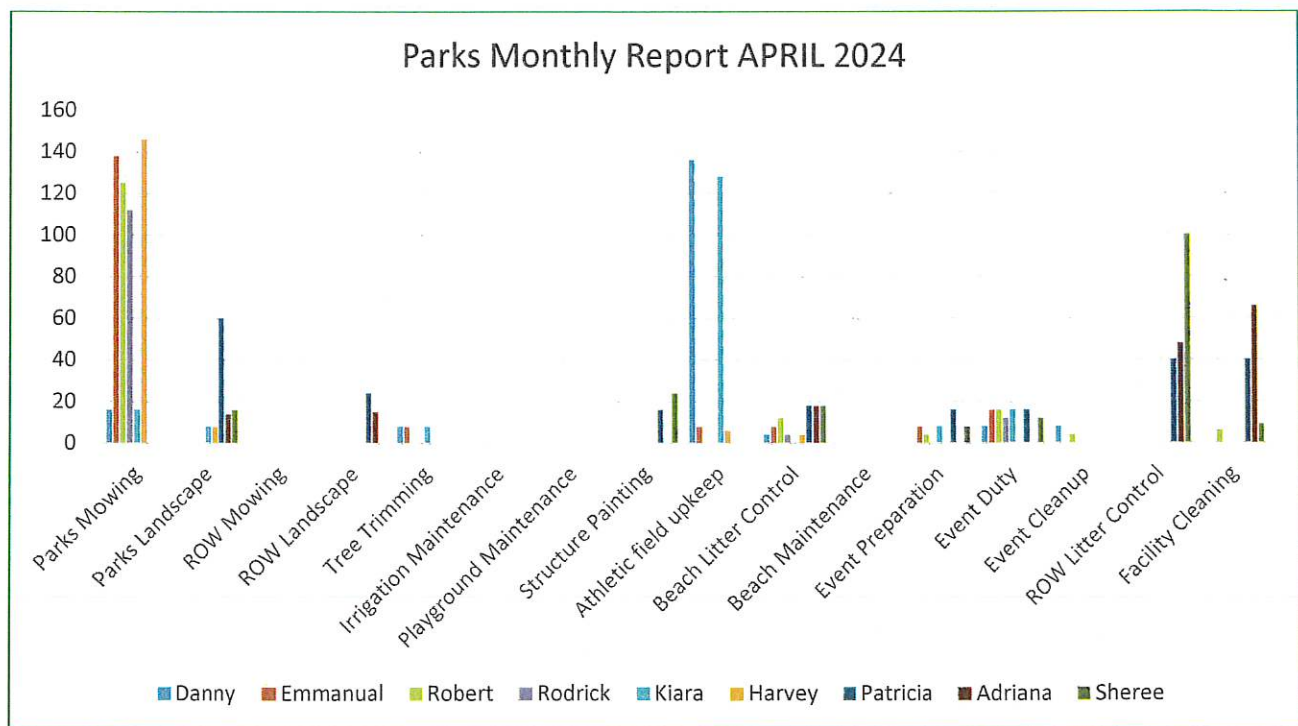
Parks Division:

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

Key Highlights This Month:

Park Maintenance

- All parks-Mowed
- Facilities-Cleaned
- Athletic field maintenance
- Right away litter control
- Beach litter control
- Riverfest preparation

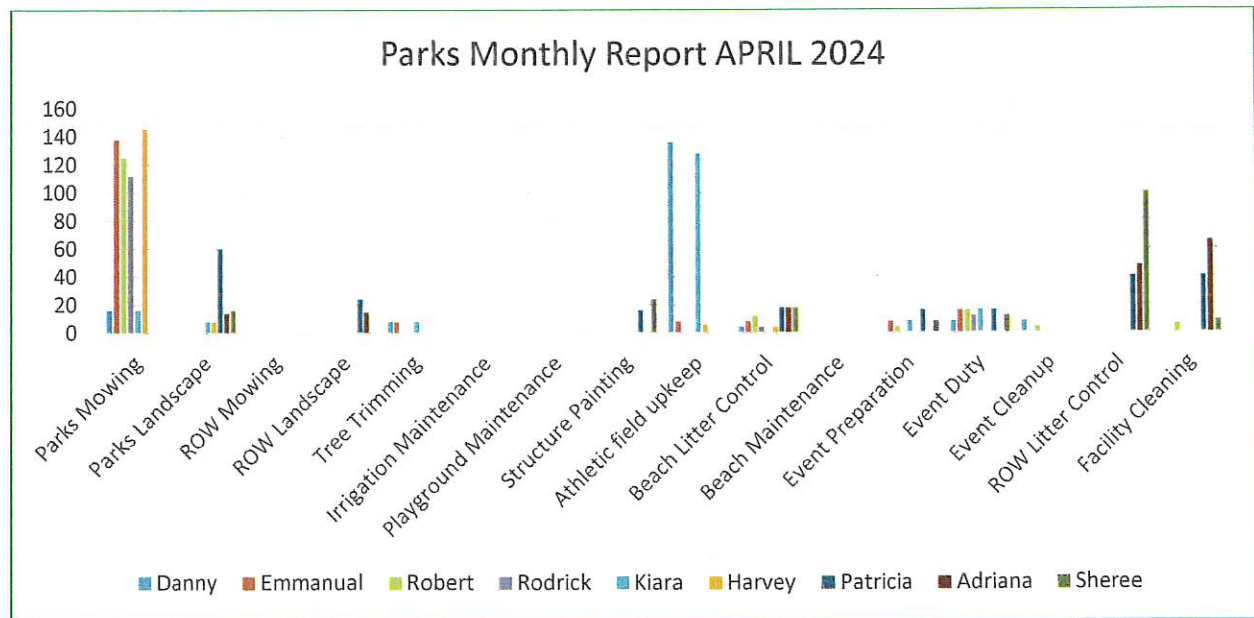


Fleet Division:

Under the direction of the Public Works Director, this division is responsible for all repairs and maintenance of the city's Fleet

Key Highlights This Month:

- Maintenance on PW equipment
- Change oil on ambulance
- Police unit up keep



Building Maintenance Division:

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

Key Highlights This Month:

City Hall

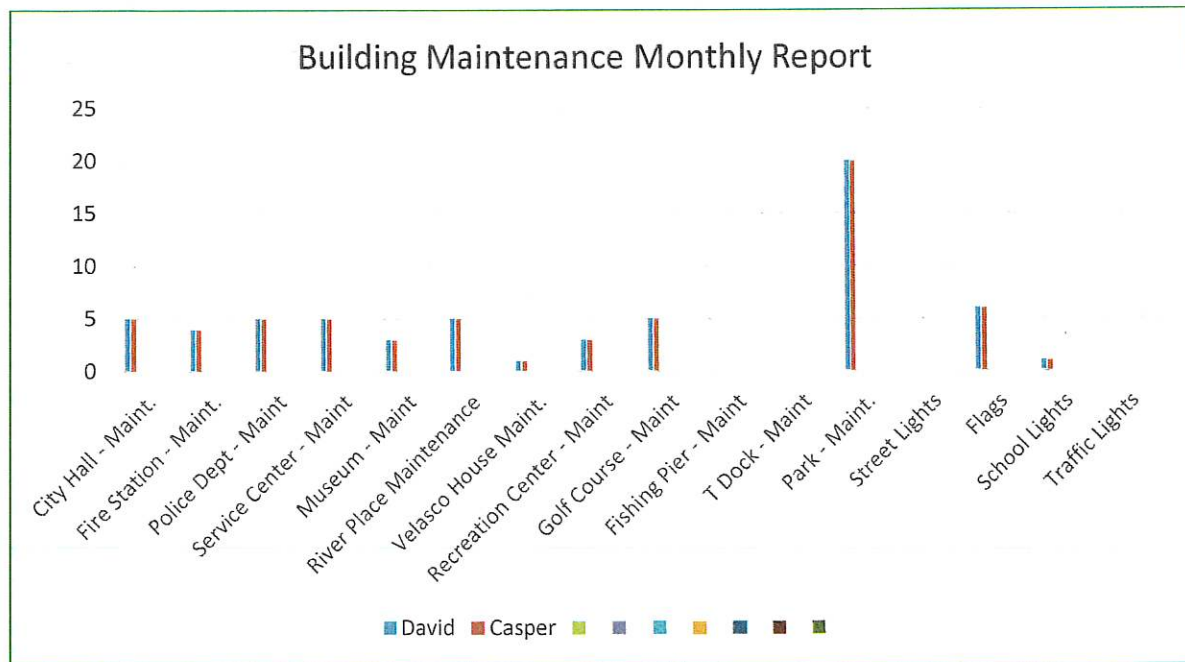
- Air conditioner repair

Museum

- Insulation repair

Freeport Municipal Park

- Repair lights in park
- Remodel of Kitchen at FMP



April 2024

- Seniors Day & Commissions Meeting/ Arts & Crafts- (Every 3rd Monday of the month)- April 15th
- Staff Updates- We are currently hiring lifeguards for the Summer season. We will have a Lifeguard class on May 3rd & 4th.
- Programs
 - ❖ Zumba- We have one Zumba instructor that has class 8:30- 9:30 a.m. on Mondays and Wednesdays and 10- 11am on Saturdays and 6- 7 p.m. on Mondays, Wednesdays and Fridays.
 - ❖ Silver Sneakers
- Events
 - ❖ RiverFest took place on April 26th, and 27th. (RiverFest Vendors Revenue: \$3,525)
 - ❖ Currently we are working on our Seniors Trip for May 13th and our Seniors Bingo for May 20th.



Revenue

	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	June 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022	Nov. 2022
Adult Daily Pass	\$95	\$250	\$275	\$295	\$80	\$340	\$445	\$465	\$365	\$175	\$330	\$80
Child Daily Pass	\$63	\$77	\$109	\$92	\$46	\$155	\$124	\$48	\$73	\$79	\$68	\$89
Senior Daily Pass	\$24	\$30	\$39	\$150	\$114	\$45	\$201	\$42	\$27	\$42	\$96	\$36
Student Daily Pass	\$249	\$234	\$159	\$213	\$117	\$225	\$462	\$219	\$252	\$138	\$78	\$39
	Dec. 2022	Jan. 2023	Feb. 2023	Mar.2 023	Apr. 2023	May 2023	June 2023	Jul. 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov 2023
Adult Daily Pass	\$250	\$240	\$200	\$230	\$155	\$220	\$190	\$385	\$195	\$190	\$140	\$100
Child Daily Pass	\$76	\$67	\$3	\$5	\$3	\$12	\$27	\$23	0	\$1	\$0	\$12
Senior Daily Pass	\$18	\$3	\$42	\$48	\$21	\$57	\$42	\$72	\$51	\$39	\$6	\$36
Student Daily Pass	\$96	\$33	\$54	\$57	\$36	\$144	\$267	\$375	\$63	\$30	\$21	\$72
	Dec 2023	Jan 2024	Feb 2024	Mar.2 024	Apr. 2024							
Adult Daily Pass	\$280	\$255	\$175	\$160	\$155							
Child Daily Pass	\$0	\$4	\$7	\$6	\$1							
Senior Daily Pass	\$30	\$27	\$24	\$33	\$51							
Student Daily Pass	\$69	\$99	\$96	\$231	237							

	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022	Nov. 2022
Monthly Membership Family	\$120	\$90	\$60	\$270	\$180	\$330	\$690	\$360	\$180	\$120	\$30	\$80
Monthly Membership Individual	\$240	\$540	\$640	\$620	\$660	\$840	\$640	\$620	\$1140	\$810	\$580	\$510
Monthly Membership Senior	\$120	\$180	\$140	\$190	\$190	\$250	\$260	\$250	\$189	\$160	\$200	\$100
Monthly Membership Youth	\$120	\$60	\$60	\$70	\$120	\$70	\$80	\$30	\$50	\$20	\$20	\$10
	Dec 2022	Jan 2023	Feb 2023	Mar 2023	Apr. 2023	May 2023	June 2023	July 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov 2023
Monthly Membership Individual	\$90	\$60	\$120	\$620	\$500	\$720	\$580	\$640	\$520	\$660	\$500	\$600
Monthly Membership Senior	\$420	\$780	\$480	\$210	\$170	\$180	\$160	\$220	\$170	\$170	\$120	\$150
Monthly Membership Youth	\$90	\$180	\$130	\$10	0	0	\$20	\$60	\$20	\$10	\$0	\$20
Monthly Membership Family	\$10	\$20	\$0	\$30	\$60	\$90	\$300	\$210	\$30	\$30	\$60	\$30
	Dec 2023	Jan 2024	Feb 2024	Mar. 2024	Apr. 2024							
Monthly Membership Individual	\$420	\$740	\$640	\$620	\$720							
Monthly Membership Senior	\$90	\$130	\$130	\$150	\$190							
Monthly Membership Youth	\$20	\$30	0	0	\$10							
Monthly Membership Family	\$60	\$90	\$120	\$90	\$180							

Facebook Data

	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022	Nov. 2022
People like Freeport Recreation page	3,048	3,073	3,103	3,136	3,161	3,189	3,206	3,213	3,223	3,235	3,243	3,250
People follow The Freeport Recreation page	3,133	3,168	3,198	3,241	3,270	3,317	3,338	3,343	3,353	3,363	3,378	3,395
	Dec. 2022	Jan. 2023	Feb. 2023	Mar. 2023	Apr. 2023	May 2023	Jun. 2023	Jul. 2023	Aug. 2023	Sept. 2023	Oct. 2023	Nov. 2023
People like Freeport Recreation page	3,253	3,260	3,271	3,358	3,437	3,474	3,492	3,511	3,527	3,548	3,561	3,561
People follow The Freeport Recreation page	3,406	3,420	3,449	3,620	3,738	3,779	3,807	3,831	3,858	3,879	3,900	3,910
	Dec 2023	Jan. 2024	Feb. 2024	Mar. 2024	Apr. 2024							

People like Freeport Recreation page	3,558	3,564	3,613	3,656	3,713												
People follow The Freeport Recreation page	3,916	3,938	3,998	4,062	4,135												



55+*
FREEPORT SENIOR CITIZEN
CHURCH TRIP



Join us!

SCHULENBURG, TEXAS
MAY 13, 2024

\$40

Per Person - Includes Round Trip & Lunch
Bus leaves at 8 am sharp!
From Freeport Municipal Parking lot
For more info: (979) 233-6061

All checks are to be made out to the City Of Freeport.
Mailing address 803 Mystery Harbor Lane, Freeport, TX, 77541

FREE ADMISSION

FREEPORT

55+ Only

PRIZES

SENIOR CITIZENS BINGO

STARTS AT 10 AM!

May 20th

Velasco Community House
110 Skinner
Freeport, TX, 77541

SUMMER 2024

W/W.FREEPORT.TX.US

#12 HOURLY STARTING PAY

PART TIME

CITY OF FREEPORT

LIFEGUARDS NEEDED

• AT LEAST 15 YEARS OF AGE
• LIFEGUARD CERTIFICATION CLASS ON
MAY 3RD & 4TH

FOR ANY QUESTIONS PLEASE CONTACT (979) 233-6061 / RECREATIONCENTER@FREEPORT.TX.US
EMAIL APPLICATIONS TO: 6064001500@CL5@FREEPORT.TX.US