



City of Freeport
Meeting and/or Executive Session Agenda

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

Monday, October 7, 2024, 6:00 PM | Council Chamber | 430 North Brazosport Blvd. , Freeport, Texas 77541

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

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

1: Call to Order:

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

2: Consent Agenda:

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

- 2A. Action regarding Minutes, September 16, 2024 and September 23, 2024 - Clarisa Fernandez, City Secretary
- 2B. Action approving Resolution No. 2024-2882 regarding authorizing the Mayor to sign all documentation regarding the transfer of property to Aaron R. and Lucy M. Ware- Laura Cramer, Special Projects Supervisor

3: Proclamations - Presentations and Updates

- 3A. Upcoming Events - Senior Harvest Fest October 14th 10:00A.M. Riverplace
Fright Night October 24th 6-9P.M. Riverplace/FMP

4: Business

- 4A. Consideration and possible action approving the Golf Cart Lease Renewal with Yamaha.(Brian Dybala)
- 4B. Consideration and possible action approving placement and use of a mobile office at the 1000 Block of West Second and South Velasco.(Shelby Araujo)
- 4C. Consideration and possible action approving the contract with Ameresco for the implementation of an advanced metering infrastructure system and meter replacement project under Local Government Code 302.(Lance Petty)
- 4D. Consideration and possible action to ratify the contract between the City of Freeport and the U.S. Department of Energy.(Lance Petty)
- 4E. Consideration and possible action approving Resolution No. 2024-2883 amending Resolution No. 2024-2880 nominating candidates for a position on the Board of Directors of the Brazoria County Appraisal District.(Lance Petty)
- 4F. Consideration and possible action approving Resolution No. 2024-2884 to award the City of Freeport Depository Contract to Texas Gulf Bank and allow the City Manager to sign the contract.(Ashlee Ferguson)
- 4G. Second Reading and Consideration and possible action approving Resolution No. 2024-2881 Local Business Improvement Grant Program. (Robert Johnson)
- 4H. Consideration and possible action approving Resolution No. 2024-2885 deeming body worn camera system surplus and donating to local agency.(Chief Jennifer Howell)
- 4I. Consideration and possible action approving Resolution No. 2024-2886 deeming in car camera system surplus and donating to local agency.(Chief Jennifer Howell)
- 4J. Consideration and possible action approving Resolution No. 2024-2887 updating City bank account signatories.(Ashlee Ferguson)
- 4K. Consideration and possible action approving Resolution 2024-2888 amending designated signatories for the City's TexPool account.(Ashlee Ferguson)
- 4L. Consideration and possible action approving the CDBG CO-OP grant agreement between Brazoria County and the City of Freeport.(Ashlee Ferguson)
- 4M. Consideration and possible action to award the bid for Freeport Municipal Golf Course Structure Replacement to Tra-Con and have the City Manager sign the contract.(Rudy Ragle)

- 4N. Consideration and possible action to award the bid to Hog Construction Services for Freeport Municipal Park Structure Replacements and have the City Manager sign the contract.(Rudy Ragle)
- 4O. Consideration and possible action to award the Bid for Freeport Riverside Park Roof Replacements to Tra-Con and have the City Manager sign the Contract.(Lance Petty)
- 4P. Consideration and possible action to award the bid for Freeport Dugout Roofing Structure Replacements to Tra-Con and have the City Manager sign the contract.(Rudy Ragle)

5: Executive Session

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

- 5A. Executive Session regarding a.) (Consultation with Attorney) 1.) Industrial Contracts 2.) Audit Discussion 3.) Water Rates pursuant to Section 551.071.

6: Reconvene into Open Session:

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- 6A. Take any action resulting from Executive Session.

7: Adjournment

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- 7A. Adjournment – Jerry Cain, Mayor

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

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

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the front door of the City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.



Clarisa Fernandez,
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, September 16, 2024 at 6:00 PM at the Freeport Council Chamber located at 430 N. Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

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

Staff:

- 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
- Jennifer Howell, Police Chief
- Rudy Ragle, Public Works Director
- Laura Cramer, Special Projects Supervisor
- Chris Motley, Fire Chief
- Robert Johnson, EDC Director
- Ashlee Ferguson, Assistant Finance Director

Visitors:

David McGinty	Karla Clark
Toni Torres	Kenny Hayes
Con McCleester	Sam Reyna
Diane McCleester	

Call to Order:

Call to Order - Jerry Cain, Mayor

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

Invocation - Councilman

Councilman Rossow led the Invocation.

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

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

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

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

Sam Reyna resides at 2002 North Avenue G. He said he had put this together for the last Council meeting, but he was not able to address the Council, but he agrees that affordable housing is needed and that will boost the economy. He said he does not agree with the tax increment finances to get it done. He said there are a lot of disadvantages of the TIRZ. He said probably the most notable drawback is the fact that all the property taxes above beyond the base tax value number go into the TIRZ and the City has to pay for support services such as the police and fire departments out of the general fund. He said City taxpayers outside the City TIF district find City property tax higher because of the diversion of funds to the TIF districts. He said the DTE district has \$500,000 in the tax increment fund and believes it is \$468,000 now, but the TIRZ district has been active for five years, and it is an average of \$100,000 per year. He said the lifespan of the DT TIRZ district is 30 years and the termination date is 2049 at 100 per year that is \$3,000,000 that is being taken out of the funds. Mr. Reyna said in the next 25 years, property value in the zone will double or triple, so looking at \$6,000,000 plus, and now they are creating another TIRZ district and a lot of property tax revenue will not be going into the general fund. Mr. Reyna asked how they would support the police and fire departments because soon they will be needing new vehicles, up to date equipment, and plus cost of living. He said if the City does not receive State and Federal grants the City will not be able to support the budget and sooner than later they will be over budget and sometimes, to remedy the situation, the departments will need to eliminate overtime pay and maybe even layoffs. Mr. Reyna said the City is over spending and sooner or later they will be in trouble with the IRS for not paying taxes on time and this was his prediction for the future, but after the last Council meeting, this problem exists now. He said the PID and TIRZ article was in the Facts Friday and the article stated "the PID and TIRZ will not cost the City anything because a developer is responsible for paying for all costs associated with them". Mr. Reyna asked who is paying for the P3 works? He said administration services. He said the three-year agreement with the City and the TIRZ district will cause the City money. He said, like his President Trump says, it is fake news.

Consent Agenda:

Action regarding Minutes, September 3, 2024 - Clarisa Fernandez, City Secretary.

Action regarding BISD Homecoming Parade.

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

Proclamations - Presentations and Updates

Employee Recognitions – Employee of the Month, Ashlee Ferguson Assistant Finance Director, Lance Petty, City Manager.

City Manager Lance Petty presented the Employee of the Month to Finance Director Ashlee Ferguson.

Proclamation for National Hispanic Heritage Month, Jerry Cain, Mayor.

Mayor Cain read a Proclamation for National Hispanic Heritage Month being September 15, 2024–October 15, 2024.

Upcoming Events:

September 16th - Seniors Game Day @ RiverPlace 10am to 12 pm

September 19th - Homecoming Parade 5:30pm and Bonfire 7pm

September 20th - Tidalwave Fundraiser Carwash 8am to 9pm
September 26th - Back the Blue Football Game @ Hopper Field 6pm
September 28th - Fentanyl Walk @ Freeport Municipal Park 9am to 2pm
October 1st - National Night Out @ Freeport Municipal Park 6pm to 8pm

City Manager Lance Petty gave an update on upcoming events.

Business

Consideration and possible action approving the Purchase of Three Pumps for Lift Station #15.

City Manager Lance Petty said staff recommended the approval of the installation of the three pumps for lift station #15. He said lift station #15 is currently operating on one pump. He said the lift station is designed to operate on four pumps. He said staff is asking the Council to approve the purchase of three pumps from Hahn equipment. Mr. Petty said the City of Freeport owns and operates 29 lift stations throughout the system. He said each lift station is vital to the operation of the sewer system. He said through contractual services, Veolia is responsible for providing the operation, maintenance, and preventative maintenance on each of these lift stations. He said, although lift stations throughout the system continue to operate, the City currently has one lift station, which is number 15 that needs emergency repairs now. He said this lift station is located on SKinner Road next to Fire Station #2. He said the lift station is currently operating on one pump and a bypass pump for an emergency rain event. Mr. Petty said the lift station was designed for four pumps (Flyght) and Veolia has been operating on one pump for quite some time. He said staff had tasked Veolia to get pricing to bring this station back to normal operation but have been unable to do so and therefore City staff have taken over this improvement. He said staff had received prices for the installation of three pumps to bring this lift station back to normal operation. He said this improvement would eliminate the bypass pump and a monthly fee of approximately \$3,500 and without the installation of the additional pumps, this facility would be set up for failure, which would jeopardize the City's ability to continue the Sanitary Sewer Overflow Program. He said the estimated costs associated with bringing this lift station back into normal operation is \$156,236.00 from Hahn Equipment. Mr. Petty said Hahn Equipment is a sole proprietor of Flyght Pumps and will not require advertising. He said if the Council approves this, the pump lead time is three months to get these pumps in and installed, and it will be a turnkey project. He said staff did meet with the Council in a workshop in February where they went over some of these items and during that workshop staff at that time did review the funding options for this project and funding will be provided from the interests 2021 bond funds.

Mayor Cain asked if he was not mistaken if this lift station was the one behind McDonald's? City Manager Lance Petty said yes it is. Mayor Cain said by the Little League baseball field.

Karla Clark resides at 411 Sailfish Lane. She said one of the things she had spoken about before and wanted to say again was that in her area out in Bridge Harbor there is a very much of a need on the sewer lines that come across from Surfside that go over to Oyster Creek and dump into the lift station there. She said she knew she had talked to Mr. Lance about this, but something must be done with that. Ms. Clark asked if that was a lift station or not? City Manager Lance Petty said that is Oyster Creeks wastewater treatment plant. Ms. Clark asked if it is just a line that Surfside is feeding in comes across and goes to the Oyster Creek? Mr. Petty said there is a force main that pumps to Oyster Creek. Ms. Clark said they are still taking the trucks to their candy cane things, and dumping them in to go across theirs.

A motion was made by Councilman Matamoros to approve the Purchase of Three Pumps for Lift Station #15, seconded by Councilman Rossow with discussion that followed.

Councilman Davis asked if it was said it was operating off of one currently, and how long has that been? City Manager Lance Petty said yes, and it had been over a year. Councilman Davis asked if it should be

operating off of how many pumps? Mr. Petty said four pumps. Mayor Cain said it is designed to be run with four. Mayor Cain said this is something that has been a need in the City for quite some time, and it is not something that just popped up overnight.

Councilman Pena asked how long this pump has been running on one? Councilman Pena asked a little over a year? City Manager Lance Petty said yes. Councilman Pena asked and before that? Mayor Cain said two. Councilman Pena asked if there had been any flooding issues in that space with the single pump operations? Mr. Petty said yes as far as the lines backing up, yes. Councilman Pena said he was just curious and asked why they are going to three if one has always worked? Mr. Petty said, because it is set up for failure that way a bypass pump that is sitting on top of the hole does not pump a third of what a pump in a whole is designed for. Councilman Pena asked if there were any flooding issues with this last storm due to the current apparatus? Mr. Petty said every time there is rain they have issues. Councilman Pena asked how long ago was this issue, over a year? Mr. Petty said yes, and he met with the Council in a workshop in February this year when it was discussed. Councilman Pena asked if that was the one that the meters were being talked about? Mr. Petty said yes. Councilman Pena asked if that was on the agenda of that particular workshop? Mr. Petty said yes. Councilman Pena said he was trying to jog his memory about that and asked if it was the one that was on the third floor of the old City Hall? Mr. Petty said yes. Councilman Pena asked if this particular expenditure was in the budget for this year? Mr. Petty said, as it was discussed in the workshop, it will be paid out of the interest 2021 bond funds. Councilman Pena asked if that was allotted in the budget that was passed last week or the last meeting? Mr. Petty said no, it is not allocated towards it, but the funds are there to pay for it. Finance Director Cathy Ezell said a budget amendment will be required to fund this project with the interest and the interest was earned \$151,000 in 2023 and so far this year it has earned \$125,000 in interest and therefore, the project is covered as it was said in February, and now it is covered by the interests in those bonds. Councilman Pena said he takes a page out of what he thinks is a really maybe a good policy or maybe bad, but when they were beating the drum over the last two and a half months that this was a conservative budget, he would have thought that this particular issue, which had been made aware of, and made aware of the Council and was on the minds of City Hall over the last ten months or eight or nine months but maybe more prior to is which is why there was a workshop. He asked why are they asking then for a budget amendment? Councilman Pena said if it was coming off the interest and is just wondering and asked how they could have saved that money for other projects? Mr. Petty said this documentation was received from Hahn Equipment on September 11, 2024, for costs associated with this project. Councilman Pena said he is just wondering why they did not get those costs sooner if it was such an urgent matter and asked why it was pressed as an urgent matter now? Councilman Pena said we need to make sure that it works and that the area does not flood. He said he is just trying to understand the sense of urgency and, for that matter if it is, they are led to believe this is an urgent matter and wondering why this was not on the budget explicitly and then last but not least, this particular BID there is only one quote and is curious as to why there is not more than one. Mr. Petty said it was because it is the sole proprietor of Flyght Pumps and so everything was designed by Flyght and they are the ones that installed the lift station, and they bolt straight up in there. Councilman Pena asked if the other pumps have such proprietary modification requirements? Mr. Petty said if they are Flyght pumps absolutely. Councilman Pena asked if we want to be pigeon holding ourselves that way with Flyght pumps or is there another solution where they can get to a pump that has more auxiliary options? Mr. Petty said there are options in submersible lift stations where you can change out your guardrails or your volute and things like that. Mr. Petty said they make an adapter to go on those and these are bolted down to the floor pumps. Councilman Pena asked how are those economically compared to these or this particular Flyght pump? Mr. Petty said they are all expensive and no matter which pump you go with, they are expensive and a Flyght pump is a good pump. Councilman Pena said he hopes they go forward with providing themselves with infrastructure components that do not pigeonhole the City or for that matter, cripple the ability to seek additional BIDs because then they find themselves with a vendor that could certainly be price gouging the City. Councilman Pena asked if the City had any sense of reassurance that the City is not being price gouged? Mr. Petty said yes the City is not being priced gouged on it. Councilman Pena asked if there are no other aftermarket parts or manufacturers that can fulfill this?

Mr. Petty said not for this particular lift station and others were reached out, but they were not interested in the project. Mayor Cain asked how old the pumps are or an estimate? Mr. Petty said they were old.

Councilman Davis asked if the rest of them were running on four? City Manager Lance Petty said there are other lift stations that some have five pumps and some have one or some have two that are designed that way. Mr. Petty said he did not have the up-to-date, from Veolia but there might be a lift station that is designed for three, but there are only two in the hole running because one is pulled out and being worked on or something like that, because sometimes they have to pull them to work on the impellers that have been worn before they can drop them back in the hole. Councilman Davis asked if two help instead of three? Mr. Petty said two would help instead of three, but what you have when you have that many lift stations and that is a busy lift station, and so the run time is the biggest thing, and if number one pump comes on when it shuts off, the next time it cycles number two comes on, then it goes to three and four so you do not have all the run time on just a couple of pumps that wears them down faster.

Councilman Pena said he is curious if any of the questions that have been asked already jog any additional questions from the rest of the Council or are they just satisfied with the information. He said he thinks he had a conversation with Mr. Petty when he first became City Manager right before. Councilman Pena said he told Mr. Petty that he was all for Mr. Petty being the City Manager and the question or comment he had for him was he just does not like surprises and does not like being lied to. Councilman Pena said this right here he feels surprised, and he does not think that there is anything being lied to him about on any of this, but he just thinks that there would be a better approach or a better systematic approach, because when he is looking at other lift stations and asked the total of lift stations? Mr. Petty said 29 lift stations. Councilman Pena said 29 lift stations, and they vary from one pump to five pumps to two pumps, etc. and asked what methodology are we employing that makes this efficient going forward? He said because it feels like what they are doing is they are playing the whack a mole game and that is how they are approaching these pump stations, and said to convince him that he is wrong on that. Councilman Pena asked if he had the wrong portrayal on this, that this is not a whack a mole solution here? Mr. Petty said it is not a whack a mole situation, Veolia is responsible and does preventative maintenance on the lift stations. He said these pumps were out, and they could not get the pricing done and Hahn equipment was contacted, and they came in and finally got some pricing. Mr. Petty said they were not surprising anybody and that is why there was a workshop to discuss these things, but no, they are definitely not playing whack a mole, but these are important and, like it was said, the more pumps you have in the hole depends on the importance of that lift station and how much flows into that lift station, so each pump is very important throughout the system and without the pumps it does not run efficiently. Councilman Pena asked in terms of this particular lift station was there any evidence of negligence by Veolia on this particular lift station that led to this? Mr. Petty said no, just wear and tear over time and the pumps get old. Councilman Pena asked, so in terms of the maintenance was it on schedule, and had it been maintained properly? Mr. Petty said they provided maintenance records after he sent a notification to them. Councilman Pena asked if Mr. Petty was satisfied with those? Mr. Petty said from their documentation yes. Councilman Pena asked if we know of any other lift stations that are going to be problematic here in the very near future that are going to require budget amendments? Mr. Petty said he does not know about the near future, but Veolia is supposed to let them know ahead of time when things are going out of service. Mr. Petty said he knew when he first started there was an issue with the central lift station and that is when new pumps were put in that lift station along with the permanent by pass pump at that lift station as well, so they corrected that lift station about five years ago. Councilman Pena asked if there is a point in the fiscal year during the annual maintenance review process and, or for that matter, just their annual reports where they give an update status on all of the lift stations so that they know what to expect and can plan accordingly budget wise and when was that? Mr. Petty said yes they should report those yearly in an annual report. Councilman Pena asked when that is normally received? Mr. Petty said one was received not this year but the year before in the capital improvements plan that listed all the deficiencies that they see out in the field and, in an ideal world, a lift station, you typically want to pull your pumps twice a year just to check the impellers and things like that and do the wash down and

floats and all that kind of stuff but is not sure if that has been done, and he has not seen any documentation on that but that does help in the overall care of the lift stations. Councilman Pena asked if Mr. Petty had said a report was received last year but not this year? Mr. Petty said not this year he did not receive one and just went with their last year capital improvements plan. Councilman Pena asked at what point of the year last year did they provide that report to the City? Mr. Petty said that was before the budgeting season last year. Councilman Pena said that makes sense, and he would have expected they would have provided one prior to this budget cycle and is asking why they did not? Mr. Petty said they did not, and they just said that was their report. Councilman Pena said that concerns him because he is thinking, why are they not putting the thumb on Veolia to make sure that they provide not only the proper maintenance but the documentation, so that they can plan accordingly budget wise and there has to be some kind of accountability on Veolia, but if they are not going to do that then that falls back on the City and just wants to make sure. He said these questions just kind of came up in his head, and he did not plan these questions, and he did not dig into this particular subject item on the agenda prior to this particular meeting and these were just questions that seemed to him as common sense questions, and he hoped everybody else could ask the same or any others or any additional.

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

Consideration and possible action approving Resolution No. 2024-2879 adopting the new City IT Policy Manual in alignment with the National Institute of Standards and Technology Cybersecurity Framework 2.0 (NIST CSF 2.0).

Mayor Cain tabled this item.

Consideration and possible action by City Council approving the sale of trust property within the city limits located at Velasco Townsite, Block 694 Lot 16.

Special Projects Supervisor Laura Cramer said on August the 27th, the Brazoria County Resale Committee met and voted to accept three offers for trust property in the city limits and so, bringing those forward to the Council today to vote to accept or to deny the offer. She said the first piece of property is in Velasco in the 1100 block of North Avenue N and will not be receiving very much money based on the value of the properties on any of these and the only good side of it is that it puts it back on the tax roll. Ms. Cramer said the City will be receiving on this first one \$293.00, and it is valued at a little over \$11,000.

Councilman Jarvis asked if Ms. Cramer to repeat the price? Special Projects Supervisor Laura Cramer said the City portion will receive \$293.78, and it will return the property back to the tax roll and currently there is no one paying taxes on that property that is in trust to all the taxing entities.

Councilman Pena asked what is the value in the appraisal of that particular property? Special Projects Supervisor Laura Cramer said according to BCAD it is a little over \$11,000. Councilman Pena asked what does that come to in terms of property tax revenue to the City specifically on an annual basis? Ms. Cramer said the current taxes owed are \$62.47 and when judgment was given on this piece of property the value was only \$3,300 and in the length of time from 2022 to 2023 it jumped from \$3200 to \$11,700 per BCAD. Councilman Pena asked what is the total square footage of the lot or the dimensions? Ms. Cramer said 3,125 square footage. Councilman Pena asked if that was a 25-foot lot by 110? Ms. Cramer said yes, a 25 foot by maybe 120. Councilman Pena asked who the bidder was? Ms. Cramer said it was a gentleman, the same one in all three, and did not recognize the name. Councilman Pena asked if they own any of the adjacent lots? Ms. Cramer said no. Councilman Pena asked if there were any other bids? Ms. Cramer said there were no other bids at the share sale and this is the only bid they have received since.

Karla Clark resides at 411 Sailfish. She said from what she understands and asked if the City were the interveners in this or did the City initiate the suit and asked if it went to tax sale earlier this year, and now they are coming back to purchase it at a diminished amount? Special Projects Supervisor Laura Cramer said

it was in 2022. Ms. Clark asked if these lots were buildable? Ms. Cramer said yes, they are 25-foot lots. Ms. Clark asked if a house could be built on this lot and asked if the neighbors were notified? Ms. Clark asked if the City initiated the suit? Interim City Attorney David Olson said it would have been the County initiating the suit and not intervening but acting as trustee for all the other taxing jurisdictions. Ms. Clark asked, so the City joined to that suit? Mr. Olson said yes the City is part of the suit, through the County. Ms. Clark asked, so the county and the schools approved it? Mr. Olson said from what he reads only the County has at this point and does not know if the actual commissioners' court has or if it is just this committee. Ms. Clark said that would have a lot to do with it. Mr. Olson said it sounds like they are going to all the taxing jurisdictions to seek approval.

A motion was made by Councilman Matamoros to deny the sell of trust property within the city limits located at Velasco Townsite, Block 694, Lot 16. Motion died due to a lack of second.

A motion was made by Councilman Pena to approve the sale of trust property within the city limits located at Velasco Townsite, Block 694, Lot 16. Motion died due to a lack of second.

Councilman Pena said it seems to him like all the right steps were followed and it also seems like the City will be getting five years of tax revenue upon the sell. He said he does not particularly like the value that is being sold for.

Interim City Attorney David Olson said this was essentially not approved.

Consideration and possible action by City Council approving the sale of trust property within the city limits located at Velasco Townsite, Block 571, Lot 4.

Special Projects Supervisor Laura Cramer said the second property is simply the same, and it is a different piece of property and the same circumstances. She said the staff makes no recommendations, and it is just the pleasure of the Council on how they would like to move forward on this property as well. She said it is a 25-foot lot located in Velasco Town Site 400 block of North Ave N. She said the City is not getting anything and the offer is not anywhere close to what the value is like on the previous item.

Mayor Cain said on this property he is seeing an offer of \$1,650 and the land value of \$11,000 and asked if this was correct? Special Projects Supervisor Laura Cramer said that is correct, but a thousand is just for the property as a whole, not necessarily the portion that the City would receive. Mayor Cain said he was talking about the value of the property.

Councilman Davis asked what is the portion the City will receive? Special Projects Supervisor Laura Cramer said the portion that the City will receive is about \$290. Councilman Davis asked if the lot is between two houses because the last lot presented was in between two houses? Ms. Cramer said this lot is located in an empty field. Councilman Davis said he just wanted to make sure he was looking at that right. Interim City Attorney David Olson said this property is essentially valued the same and the proceeds to the City are exactly the same as the prior lot. Councilman Pena said almost exactly. Councilman David said this lot is just by itself instead of in between two lots like the previous one. Councilman Pena said there are lots next to it. Councilman Davis said in between the two houses.

A motion was made by Councilman Davis to approve the sale of trust property within the city limits located at Velasco Townsite, Block 571, Lot 4, seconded by Councilman Rossow with discussion that followed.

Mayor Cain said his thoughts are if this had been presented to the Council two years ago when the property was valued at \$3,280 he would have jumped all over it. He said, being that it was \$11,000 it is a pretty big hit the City would take. Mayor Cain said the City is not really getting a lot out of it and even putting it back on the tax roll. Councilman Pena said he had a question for the Mayor in a response to his comment, and so the Mayor is saying that basically he does not like it because of the price point that they would be selling it

at compared to the value. Mayor Cain said that is what he was saying. Councilman Pena asked as a percentage what it was? He said he is curious about what the math on it is. He said it is 289 divided by the value on the tax records. Mayor Cain said the value is \$11,720. Ms. Cramer said that is just the portion as the City and to get a true ratio he might want to do the full offer price. Councilman Pena said the City portion is 2% and that is really what it comes down to and asked what is in it for the City? Councilman Pena said that is what the Mayor is saying, and he does not disagree with him but is just curious about what the total is for everybody. Councilman Pena asked what the total number for the bid was? Ms. Cramer said it is \$1,650. Councilman Pena said, so it is 14%. Ms. Cramer said not a lot. Councilman Pena said he agrees with the Mayor the City is not getting enough at 2% of the value. Councilman Pena said he just wanted to be on the record what was said. Councilman Pena asked Mayor Cain what the right threshold is then, and what is a fair amount in his mind closer to the 11? Mayor Cain said in his opinion yes. Councilman Pena asked if 10 would be okay? Councilman Pena asked what about 5? Mayor Cain said he would consider it. Councilman Pena said okay 50% at minimum? Mayor Cain said he would consider it. Councilman Pena asked if that was a yes. Mayor Cain said it is a he would still consider it. Councilman Pena said that is a political answer not a mathematical answer. He said he just wants to get around this idea and that he is glad Mayor Cain is not settling for 2% on any of these and hopes that they apply that same math model for any and every property that the City sells because that is what is being done over on Skinner Street right now. Mayor Cain said this property does not belong to the City.

Councilman Matamoros said this property does not have a developed street to it, which means somebody is going to have to pay the cost for that and also like he stated before, he is not a fan of building houses on 25-foot lots. He said they had already seen that happening on Avenue C. He said Mr. Scott McKay built some nice houses and did not sell, and now they are rent houses and so there really is not a market here in Freeport for 25-foot houses. He said there are a lot of issues with this particular lot and yes, it would be put on the tax rolls but is not going to generate. He said the headache that will be seen because he guarantees the owners will kind of want to have the City put in a street for a 25-foot lot and do not have the funds to put a street just for one 25 foot lot and these are just his opinions on selling this piece of property.

Councilman Pena said it is relevant to how and what is being done with these properties, whether they are City owned properties or not but the bottom line is whether or not the City is getting their fair amount and with that said he also wanted to touch on a very important detail that was just brought up about 25 foot lots and the feasibility of those and just wants to be very clear on this in terms of if they are looking at this and looking at properties whether they sell or not based on whether or not they have a street or whether or not a 25ft lot is feasible and viable and the truth of the matter is if a house is whether it is sold or not if it was completed which is great much different than the friends over at Realty World and the positive on that is that the house actually got rented which means it is cash flowing. Mayor Cain said to Councilman Pena to talk about this lot right here. Councilman Pena said he wants to make sure that they are able to have a conversation about this but all the discussion and are supposed to have a meaningful discussion. Mayor Cain said they are and are supposed to have a meaningful discussion on what is on the agenda. Mayor Cain said the agenda item is consideration and possible action by City Council approving the sale of the trust property within the city limits located at Velasco Townsite block 571, Lot 4. Mayor Cain said to Councilman Pena if he wants to have this conversation during the week sometime to feel free. Councilman Pena said when he is making his arguments for or against a particular issue he is going to share his thoughts and those are his thoughts as it relates to development, just as the other Councilman was able to speak to specify his reasons on this very same subject matter in terms of the real estate so he would expect to be fairly given the time to express his opinion on that particular subject as it relates to this particular agenda item.

Karla Clark resides at 411 Sailfish Lane. She said she was wondering if any other properties within that area are in trust and asked if they are if the City has considered any of that because if you do not get this stuff back on the tax roll you have property everywhere. She said you have piles of dirt from the drainage ditch on one that is owned, and it needs to get back on the tax roll. She said they may not get any money from it

now, and asked how many others are there? She said that it is a big chunk of land and so \$5, \$20, \$100, it is just going to lay out there and will have to be mowed. She said it does not look like it needs to be mowed now, but it will.

Mayor Cain called the motion 3-"Nay" and 2- Abstained. The motion failed.

Consideration and possible action by City Council approving the sale of trust property within the city limits at Velasco Townsite, Block 61, Lot 10 (W/10').

Special Projects Supervisor Laura Cramer said one more lot with the same situation except that this is a 10-foot lot. She said it is next to the Urban Renewal Property.

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

Consideration and possible action to approve roof replacements on City facilities.

Karla Clark said she was wondering what city facilities are specific about that will do the replacements for the roof.

City Manager Lance Petty said staff recommended approval of the proposal from Brazos Commercial Roofing. He said the proposal is for roof replacement on three of the City facilities. He said Hurricane Berryl caused damage to numerous City facility roofing systems. He said the City has been working with TWIA and FEMA on damage throughout the City and has been authorized to move forward with repairs. Mr. Petty said Brazos Roofing has provided repair costs for these facilities as follows: the old fire station across from fire station one is \$69,357.00, plus a bond fee of \$1,349.00, the recreation center \$117,642.42 with a bond fee of \$2,306.71, and fire station two of \$104,034.38, with a bond fee of \$2,042, which is a total of \$296,731.51. He said Brazos Roofing is part of the Choice Partners purchasing and does not require an advertisement for services and their Choice Partners Contract number is #23/041MR and will provide a WPI8 Windstorm and Engineering will be included upon completion. Mr. Petty said he was looking for approval to move forward with these three items. He said they wanted to move forward with these buildings because they had some serious damage to where they have got some leaky areas in them and every time it rains they have more and more damage to them, so they wanted to address those first.

A motion was made by Councilman Pena to not approve until three bids are received aside from the Choice Partner to ensure that the Choice Partner is the best BID. Motion died due to a lack of second.

A motion was made by Councilman Matamoros to approve roof replacements on City facilities, seconded by Mayor Cain with discussion that followed.

Councilman Rossow said if his roof was leaking he would get it fixed.

Councilman Pena asked if all of these particular properties here were part of an insurance claim with TWIA? City Manager Lance Petty said yes. Councilman Pena asked what portion of the \$296 TWIA will be covering? Mr. Petty said all three buildings are covered under the TWIA. Councilman Pena asked if out of the \$296 they are going to pay the full \$296 or is there a deductible on that? Mr. Petty said there would be a deductible. Councilman Pena asked if the City is not paying the \$296 and TWIA is paying the large portion of that? Finance Director Cathy Ezell said the City is paying the full \$296 and are still working with TWIA to finalize all the insurance claims and if some of the facilities like these by the time all the repairs are completed are not 100% covered by insurance, they are going to apply for a project through FEMA to help the City with that. Ms. Ezell said both FEMA and TWIA asked the City to get these repairs done as soon as possible because they are doing more damage to the facilities by not fixing them, and then it becomes an issue that the City did not do their due diligence in trying to fix the facilities and more damage was caused, and it can jeopardize the coverage by both entities. Ms. Ezell said she had one on one meetings with FEMA,

and she has had numerous conversations with TWIA, and they want invoices, and they want the City to show that they are doing what is needed to do to start fixing these facilities. Councilman Pena asked so the preliminary repairs are required in order to make sure the properties are not damaged any further than they are? Ms. Ezell said the repairs are required to be done. She said putting tarps on the buildings is like putting a band-aid on it and one strong wind, and they are gone, and it is required to start fixing the damage. Councilman Pena asked if they were providing any financial support? Ms. Ezell said at this point everything is on the City. She said she does have some facilities that she received a list from iCAT. She said TWIA is working on trying to get the City upfront funding and are still working through that right now. She said FEMA has told the City to start repairing it and if, when they come out in the next few months and are still not at a certain percentage of completion they are going to start asking why the City has not done it. Ms. Ezell said they have had these meetings constantly. Mr. Petty said there are currently roughly 10 to 12 items out for BID right now for those damages as well. He said the police department roof took some damage to it, and they were able to repair it already. Mr. Petty said these facilities here took a little bit more damage to them. Councilman Pena asked so there were 10 to 12 other ones? Mr. Petty said throughout the City there is a lot of damage to the parks and pavilions and things like that, and they are out for BID. Mr. Petty said the ball fields and stuff like at the dugout roofs and concession stands and things like that and have a numerous out to BID but just wanted to get these addressed immediately to protect the buildings. Councilman Pena said when talking about how this is being considered, they have to not seal the envelope with a tarp but actually make the bona fide repairs and asked if that is right? Councilman Pena said that is for these structures and asked what about the other structures? Councilman Pena asked, are those also being required of the same or are they just required to have a temporary seal of the exterior envelope? Mr. Petty said they will be the same thing, and they are being BID out but they are not as an emergency structures as these are to protect them. Councilman Pena asked if the old city hall is going under any repairs or is the ceiling already been secured? Mr. Petty said it is sealed around the edges and had to do some abatement, but the city hall roof is out for bid right now. Councilman Pena asked if that was going with Choice or is it getting multiple bids? Mr. Petty said it is going with multiple bids since it is a large project. Councilman Pena asked what are we determining as a large project versus not a large project? He said so he can kind of understand that going forward. Mr. Petty said he already has rough estimates on old city hall. Councilman Pena said what he was trying to understand is and asked when they decided they were going to go with Choice Partners versus taking out three BIDs? Mr. Petty said he could have put this Choice Partner, and he would of gotten a quote on that building and would of gone with Buy Board or Choice Partners either one it is government pricing. Mayor Cain said it is his understanding that on these particular buildings they are going this route as opposed to putting them out for BID to save time because if they are put out to BID we all know nothing moves fast and asked if that was correct? Mr. Petty said yes and are still requiring the bonds and insurance. Interim City Attorney David Olson said he does not want this to be misleading but these projects are put out to BID just at a state level so all these companies are vetted and put out to BID by this third party so they satisfy the procurement laws at the local level. Councilman Pena said they are vetted and Mr. Olson is right to be able to perform, and it does not mean that they are vetted to keep any kind of any price list. Mr. Olson said that is the whole point of their BID. Councilman Pena said what Mr. Olson is saying was that this particular choice partner is not in any way affected by the market or for that matter market forces and asked if it has a flat rate that is going to be whether there is a storm or not this is the rate that the City would get. Mr. Olson said they are a Buy Board. Mr. Petty said yes. Councilman Pena asked so if it was just a nice sunny day, and they decided they wanted to re-roof these they would get the same price? Mr. Petty said yes.

Mayor Cain said he agrees with Councilman Rossow and if his roof was leaking, he would call the insurance company and would get it done.

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

Consideration and possible action approving Resolution No. 2024-2880 nominating candidates for a position

on the Board of Directors of the Brazoria County Appraisal District.

Finance Director Cathy Ezell said this resolution allows the City Council to nominate up to five individuals to be placed on the ballot for board of the Brazoria County Appraisal District. She said on September 3, 2024, the City Council discussed the fact that they would have the opportunity to nominate up to five individuals to be placed on the ballot for Brazoria County Appraisal District. She said the City has until October 15, 2024, to present its nominations and once all nominations have been received, the Brazoria County Appraisal District will submit the ballot to the City, at which time the City Council will have 21 votes to use to vote for the Council choice(s). She said so, as it was discussed at the last Council meeting up to five nominations are needed from the City of Freeport to be placed on the ballot for the Brazoria County Appraisal District because their roles and regulations have changed this year. Ms. Ezell said, as she stated, Ms. Karla Clark did put in a formal request to Mr. Petty and herself to be named as a nominee.

Councilman Pena said he had two nominees and asked how was that particular nomination process? Mayor Cain asked if five could be nominated? Finance Director Cathy Ezell said yes. Mayor Cain said he also has two that have expressed interest. Councilman Pena said he was contacted by two residents, Ms. Clark and also Mr. Eric Hayes. Mayor Cain said that made it easy because those are the two that contacted him.

Councilman Davis said he did not have any nominees. Councilman Matamoros said he did not have any nominees and the people that he asked were not interested in being nominated. Councilman Rossow said the only person that reached out to him was Ms. Karla Clark.

Finance Director Cathy Ezell said the Council does not have to nominate five but has the ability to nominate up to five.

A motion was made by Mayor Cain to nominate Karla Clark and Eric Hayes for a position on the Board of Directors of the Brazoria County Appraisal District, seconded by Councilman Pena with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Matamoros voted "Nay".

Consideration and possible action to ratify the Service Order to purchase Budgeting Software from Clear Gov.

Finance Director Cathy Ezell said on June 14th, 2024 the City entered into an agreement with Clear Gov to provide budgeting software for the set-up costs of \$8,775 and an annual subscription of \$30,000. She said this service order was signed with the clause that the budgeting software would have to be approved as part of the budget and approved by the City Council. She said the service order was signed on June 14, 2024, to lock in the costs of the software. She said also Clear Gov is providing the prices under the Co-Op pricing under the Buyboard contract No. #692-23, which would not require formal bidding on this software. She said staff went through the process of reviewing three different budgeting software companies. She said Clear Gov came highly recommended by many finance directors across the State. She said one company did not offer the products that Clear Gov offered, and another company had the same annual fee but had a set-up cost of over \$60,000. She said Clear Gov software will not only make the budgeting process more effective and efficient, it will give the opportunity to move the Finance Department in a whole new direction. She said this software will allow to create a true financial transparency program on the City's website, and it will also allow to create a Five-Year Capital Project Program that will be presented and adopted by the City Council. Ms. Ezell said the budgeting software was included in the FY2024-2025 budget.

Mayor Cain asked, so this is basically just choosing which one the City will run? Finance Director Cathy Ezell said yes the contract was signed, and it was stated in the service order that it had to meet the budget and be approved by the City Council. Interim City Attorney David Olson said, essentially what was done was an offer was created for consideration by the Council and there is not a valid contract at this point. Mr. Olson said that it was basically just a service order, an offer from them, and it is subject to the approval of the Council.

A motion was made by Councilman Matamoros to ratify the Service Order to purchase Budgeting Software from Clear Gov, seconded by Councilman Rossow with discussion that followed.

Mayor Cain said this is something that has been needed for quite some time, and it will help in the budgeting process. He said also it will take away some of the human factor because it still has to be input. Finance Director Cathy Ezell said it will actually import and export from the financial software. Mayor Cain said someone has to run that mouse and so there is a human factor, but it will help. Ms. Ezell said it will also allow the department heads to actually input all of their stuff into one place so they will have access to this software as well, so it will help the departments see everything in real time, and they will have access to everything where it is now a little bit difficult. Mayor Cain said it improves transparency.

Councilman Pena asked what the total amount was going to be for the cost of this particular software service? Finance Director Cathy Ezell said the cost for implementation is \$8,775, and it is \$30,000 a year for the subscription. Councilman Pena asked if this particular software will allow to budget strictly in terms of a macro view for all the departments or does it get into the budgets within the department? Councilman Pena asked if it would help with the water software? Councilman Pena asked if it would integrate with the water software? Ms. Ezell said yes it integrates with incode and incode is the water and financial software. Councilman Pena asked so it would be able to tell of any delinquencies. Ms. Ezell said no the delinquencies and stuff are in the utility billing software. Councilman Pena said he just wants to be clear on this software. Councilman Pena said Mayor Cain asked whether or not this is human proof. Councilman Pena said any database software is going to be junk in as known in the businesses it is junk in and junk out so if junk is put in there with false information or put the wrong information then the reports will all reflect that. Mayor Cain said he did not say anything about junk in and he said human error. Councilman Pena said he just wanted to give the nomenclature on the IT world because an error illustrates that this is not a solve one solution fits all for that matter it is going to solve all of the problems in terms of the software it is just going to do AI work artificial intelligence work and still requires that the human input even if it is done on a paper or another spreadsheet in Excel and if they are still working with wrong information and for that matter staff that is putting in wrong information then they are going to have false reports and false numbers, and he just wanted to be clear on that. Mayor Cain said put the wrong input on the phone and you will call the wrong person. Councilman Pena asked if this will also reflect the software to be able to flag over time in each department and will each department head be able to know that their overtime is either within budget or over budget? Ms. Ezell said yes. Councilman Pena asked if currently they are able to do that? Ms. Ezell said yes they are able to do that. Councilman Pena said that is not what the last budget said. Mayor Cain asked if this software would make it easier? Ms. Ezell said yes it would make it easier and, just for the record, there is no junk in and junk out, and she is not going to stand up there and listen to it anymore. Ms. Ezell said this software will integrate with the financial software and whatever that software says will go into this program and the department heads will have easier access to this program than it is to the incode software which does flag when something goes over budget. Councilman Pena asked if this software would provide City Council weekly, monthly, or bi-weekly reports that the Council can look at. Ms. Ezell said the Council already gets monthly reports and directors reports and if everyone read through their packets they could see the monthly reports that are in there instead of saying they do not get them. Councilman Pena said he would like the Council to know that they go through those there on a regular basis going forward, especially as it relates to over time. Mayor Cain said to Councilman Pena they are at his disposal in his packet.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Councilman Pena said that the COF said that she knew that he would break the streak. Councilman Pena said he wanted to make sure that it was recorded in the minutes.

Consideration and possible action approving Southern Turf Co. Texas to Install Artificial Turf at SFA for

Soccer Field in the amount of \$253,400.00.

City Manager Lance Petty said the proposal is to install an artificial turf surface for the re-location of the Freeport Youth Soccer League. He said the Freeport Youth Soccer League has utilized O.A Fleming property for youth soccer league activities. He said the City will be developing this property in the future for residential housing and has budgeted \$600,000 for the relocation of the park. Mr. Petty said staff met with the soccer league president about the new location. He said this facility currently has infrastructure such as restrooms, concession stands and storage areas that can be utilized by the league. He said the City has also approved field lighting that will be installed over the next four weeks, along with fencing that will enclose the field for the safety of the youth. Mr. Petty said if approved, Southern Turf Company Texas will begin immobilizing to begin construction of the new facility. He said Southern Turf is part of the Buy Board purchasing program that is not required for BID and the Buy Board Number is #737-24. Mr. Petty said the budget item would come from the Capital Parks, which is 25-665-899. He said this field would be an 80 yard by 40 yard wide field turf. He said the youth association has given him their field dimensions which under five teams play 15 yards by 25, under six plays 20 by 30, under seven and under eight play 25 by 35 yards, and the largest group that they have is under nine and under ten, and they play 40 yards by 60 yards, and so this field will host all the age groups, and they will also utilize the surrounding grass areas throughout the park for their practices and things like that. He said it gives them a great feel to have games on with lighting and stuff like that. Mr. Petty said he did talk to this company about regular turf being put in and they said the surface over there right now is Saint Augustine grass which you can not play soccer on Saint Augustine grass and they would have to come in and cut down all the dirt over there, to get down to get all the roots and everything out then they would have to bring dirt in and then have to put irrigation system in drainage and then find some Bermuda grass which you can not find right now and can not plant it now anyway. He said it was going to cost the same either way it would go except they would have an additional cost with regular grass because maintenance would have to be done on it and mowing it twice a week. Mr. Petty said he did go ahead and added the only other company even though they are a Buy Board company he added another company in the Council packet that did come down, and they are the only other company that will come down this far to do turf and their pricing was in there as well which was way over the amount. Mr. Petty said that is what they are looking for is to be able to get them relocated and that money was budgeted last year for these improvements.

A motion was made by Councilman Matamoros to approve Southern Turf Co. Texas to Install Artificial Turf at SFA for Soccer Field in the amount of \$253,400.00, seconded by Councilman Davis with discussion that followed.

Mayor Cain said he thinks the kids of Freeport and those that come to Freeport to play deserve a place to play like this. He said he thinks it is just like the budget it has been a long time coming and thinks this is a great idea.

Councilman Davis said anytime something is being done for the youth he gets excited. He said he has been involved with the youth programs and running youth sports and always felt neglected. He said nothing against the current council members, and they had nothing to do with it. Councilman Davis said they never got any assistance from the City of Freeport as far as money wise and especially no money like that. He said this would bring more teams that would like to come and play on that field because of the quality of the field that Freeport would have now. Councilman Davis said Freeport has always had the bad rep of raggedy fields. He said he has been in every field baseball, softball and football and he has been in it all and that is what is heard when it is time to play in Freeport. He said now everybody would be excited to come and play in Freeport. He said he is looking forward to it and that it will just open doors for someone to come out and help to do the same for the baseball and softball fields. He said they are going to bring back the youth sports, and it will be a nice, safe, and fun place to play. He said it is pricey, but in the years coming the maintenance and all the cutting and the fertilizer and upkeep of the field is going to work itself out.

Mayor Cain said the turf does come with an 8-year warranty. He said after 8 years, if it is torn up, it can be pulled up and lay another one down for a fraction of the cost. City Manager Lance Petty said including in that cost is also a maintenance program where they come out and put the infill in, when needed and things like that. Mr. Petty said he would not anticipate 10 and under wearing out any turf in 8 years. Councilman Davis said and that it is not in the City budget it came out of somewhere else. Mr. Petty said yes, it was budgeted from a property swap on the East End sale and that is part of the relocation.

Councilman Matamoros said he was all for it. He said he hates to say this, but his daughters play in Lake Jackson because of the conditions of the field. He said if they could get more Freeport kids and their team size, he would be glad to bring them back to play on these fields.

Mayor Cain said his youngest son plays out there and two of his grandchildren play out there and the amount of kids that are out there playing on Thursday nights on the raggedy old field is incredible, and he can not wait to see what it looks like when they get to play on a good field. Councilman Davis said that field has big cracks in it and it is unsafe.

Councilman Pena said if they want to pass anything on the budget, there are two sacred cow you can always go with do it for the kids and first responders. He said he wants to make sure that they are being prudent about this and there is no doubt they want to do as much as they can for the kids. He said he thinks about the Recreation Center and how it is being utilized, over \$600,000 a year and the actual usage of it. He said if they are getting a lot of activity on the soccer field that is great. He asked if the lights were on that soccer field right now. City Manager Lance Petty said no, they were just approved and will be mobilizing week after next to start doing the underground work. Councilman Pena said so when those lights go up there is going to be a bigger show, better look, better field, and the neighborhood as a whole. He said the residents will probably want to use that space a lot more, which brings him to a variety of other questions in terms of its usage. Councilman Pena asked if it is going to be gated and locked specifically and only for soccer usage so that nobody else can go out there and play in that park space? Mr. Petty said the soccer field turf will be completely fenced off and locked. Mayor Cain said no four wheelers. Councilman Pena said he would hope not. He said he was curious that they were talking about the baseball fields, and he knows that there was a big push for the baseball fields about 2 or 3 years ago so that they would not have really downtrod baseball fields. Councilman Pena said in a conversation he had with Mr. Petty had said they had been scraped so that the grass could be improved upon and asked if that was right? Mr. Petty said yes, when he came here, he took a grater over there and cleared all the infield completely off and rebuilt every one of them in the baseball fields planted Bermuda grass and infields. Councilman Pena asked not the outfield? Mr. Petty said not the outfields. Councilman Pena asked at this point, do the baseball fields have a better reputation and is there a greater usage since then? Mr. Petty said yes the baseball fields have a number of teams that utilize those fields and have a few select teams that practice over there now, and the softball fields the very first year that the project was completed they had the state tournament there, which were about 16 teams and hundreds of people there, and so yes, they get utilized quite often. Councilman Pena said as for usage of the soccer field itself, and who is going to be able to use it and asked if it is going to be only this particular soccer league that they are catering to right now? Mr. Petty said this is the Freeport Soccer League through Brazoria County and if the other organizations want to utilize it for practice and things like that they are capable of doing that by contacting the Recreation Center and setting that up on a schedule if it is available if the youth is not using it. Mr. Petty said they would have numerous people calling wanting to rent the field just to hit the infield to practice infielding baseball and will probably have some PeeWee teams that may want to utilize it for football practice but it will definitely get utilized. Councilman Pena asked if it will be utilized beyond the soccer? Mr. Petty said yes, but the youth league utilize the fields for free everyone but everyone else there is a fee associated with those. Councilman Pena said he is just trying to figure out the cost benefit analysis on this in two forms which are how this is going to get paid for going forward and the maintenance. Councilman Pena said Mr. Petty had mentioned that he looked at the cost in terms of the Saint Augustine grass versus the Bermuda grass and asked what the total cost to do this at the same period of time

if it was left as just regular grass, whether it was Saint Augustine or even Bermuda? Mr. Petty said you would not have Bermuda grass in the field ready to play for at least a year. Councilman Pena asked and on the Saint Augustine grass? Mr. Petty said he had the soccer president and all of them come out, and it was unacceptable that the little kids can not run on the thick Saint Augustine grass, plus, if it was cut all the way down it was going to burn up, and it would look like O.A Fleming right now. Councilman Pena asked if there are any other soccer fields in the county that have artificial turf? Mr. Petty said to his knowledge no. Councilman Pena asked if Mr. Petty knew what kind of grass they use at the premier soccer facility in Angleton? Mr. Petty said he did not know but he knew what they use in Fort Worth and everything is turf. Councilman Pena said well Fort Worth is a larger City than Freeport for sure. Mr. Petty said he was talking about the suburbs of Fort Worth. Councilman Pena said when we initially talked about this they talked about how this was going to pay for itself and is not sure they are going to get enough revenue on it, and he is wondering where the money is going to come from. Councilman Pena said here we are talking about it in terms of the expense for maintenance, and it has an eight-year warranty, and he has questions on the eight-year warranty as well and hopes everybody else does to make sure there are not a whole bunch of gotchas on it, then end up paying for another turf altogether because it was misused or whatever other conditions there are. Councilman Pena asked if anybody had a chance to review the warranty and what that entails? Mayor Cain said yes he read the packet. Councilman Pena asked the Mayor Cain if he could share with the public the highlights on that? Councilman Pena said that is what he really wants to get into, and it is, just not about just reading the packet for their own understanding, but it is also to make sure that the public understands why they are voting in certain ways as well, so he is always curious and making sure that they can articulate those in public because the public does not get the agenda to review as conveniently as the Council does, and they only have three days and knows that a lot of residents by and large do not. Mr. Petty said it is an eight-year product warranty and a three-year labor warranty on it plus the infill of course, is included as well, for them to come out and do the maintenance on it and check the turf and stuff like that and that is the reason why a fence is being put around it and, locking it because if you do not do that it will get torn up by people riding four wheeler and everything else on it. Councilman Pena asked if there were people using four wheelers in that park right now? Mayor Cain said, there is no target there right now. Councilman Pena said to Mayor Cain he was asking Mr. Petty. Mr. Petty said until he locked up the softball fields and when they first redid them they were completely torn up the next day. Councilman Pena said he knew there were four wheelers down at the beach and could not imagine that there were four wheelers at the park or any park for that matter, but if he says there was, then he will trust his testimony on that. Councilman Pena said he just knows some of the feedback that he got on this was that they are going to put in this artificial turf, and it seems like an excessive cost when they can continue doing the maintenance with the current grass and since their conversation this afternoon with Mr. Petty, he went ahead and reached out of whether or not the cost to us now is excessive and the 253 and what can they do to save because during the whole budget period they were talking about saving money and tighten belts, and he is thinking okay well then how can they do this. Councilman Pena said there already is lighting, fencing and said if we do the groundwork the grass that they can do that and was said it was an expense itself. He said the feedback he got from residents was residents that actually said that they would volunteer to cut the field. Councilman Pena said it was talked about how to get the community more involved and just in terms of the feedback that he got on this was there was offers to have the residents even willing to cut the field once a week, since they actually have large equipment. Councilman Pena said he just wanted to put that out there because if they can do the regular grass and just to say that it will costs \$50,000 a year he can not imagine that it is going to cost us \$50,000 to cut that lawn in this particular park. He asked if there was any kind of estimation of what that cost would be to maintain it as grass, as Saint Augustine grass, on an annual basis? Mayor Cain said to vote and see if they are going to do this turf at all, and then they will get back to what it is going to cost to maintain grass if they have to go that way. Councilman Pena said approving stuff or not approving stuff based on what those numbers are but if Mayor Cain wants to do it backwards then that will be on the record. Councilman Davis said if Councilman Pena would want to get those numbers that would be based on like eight or nine years of maintenance cost? Councilman Davis said if it has warranty on it. Councilman Pena said it is a three year warranty on the actual equipment not on the service end of it and that is what Mr. Petty just said. Mr. Petty said it has an

eight-year warranty. Councilman Davis said it is an eight year warranty on the turf. Councilman Pena asked what are the first three years of warranty on? Interim City Attorney David Olson said it is on maintenance. Councilman Pena asked so for three years there will be maintenance and coverage on the material? Mr. Olson said eight years on material on the product and three years on the maintenance and upkeep of the product. Councilman Pena asked after three years the labor maintenance is on the City? Mr. Olson said that is correct. Mr. Petty said it is just infill and are not mowing turf. Councilman Pena said he just wants to make sure that they match apples to apples on this and that they are really talking about this in a forthright manner. He said at the end of the day lets just say it cost \$10,000 or \$20,000 to cut this field on an annual basis, and it is an 80 by 40 and typically you have a 20 by 50 and asked what that was? Councilman Pena said that is a thousand square feet and asked an 80 by 40 is how many square feet? Councilman Pena said this is about digging into the math and was wanting to talk about the numbers. Mayor Cain said to Councilman Pena he had a lot of great points but had to go through a lot of cloudy water to get to the good point. Councilman Pena said to Mayor Cain it is like he is saying he does not want to get down to the details. Mayor Cain said to Councilman Pena he was losing his crowd. Councilman Pena said he does not care about losing the crowd, but he wants to make sure that these points are identified for the Council to consider, and he does not care if he does not have everybody's attention, and he wants to make sure we have an informed Council. Councilman Jarvis asked Councilman Pena if he wanted to maintain he would have to put a sprinkler system out there too, so that will have to be added too, because if you do not put a sprinkler system on the grass, then the ground is going to dry out, and it is going to start looking like the other fields that we have now. Councilman Pena said it is intellectually dishonest to say that they are going to have one solution that checks off all these boxes, but when he says what is the manual solution you say well, we are not going to consider those boxes so if you are saying this actually solves the problem of sprinklers, then he is over here saying okay then what is the total cost here and add the sprinkler component then you are saying well we do not even want to talk about any of that if they are talking about it there as the merits for the artificial turf they should be talking about that as a cost comparison on what the grass is. Mr. Petty said he can say that the regular grass is going to cost just as much as the turf, but it is going to cost more in maintenance fees in fertilizer and all that kind of stuff, because no matter what, you can not go over there today and let little kids play soccer on that field it is going to have to be built up just like you would for turf there is going to have to be irrigation put in new sod put down and there is a lot to it so it is not just turn the lights on, and they go play it does not work that way. Councilman Pena asked if those particular treatments that were just described being applied to any of the other parks, baseball fields, OA Fleming soccer fields? Councilman Pena asked if that was ever afforded? Mr. Petty said yes, they put fertilizer in. Councilman Pena asked if it was treated the same way Mr. Petty was describing that was going to be to arduous for Stephen F. Austin? Mr. Petty said yes the soccer will not move over there for that large of a field with just Saint Augustine grass. Mr. Petty said the little kids can not run in it, kick the ball, or anything else. Councilman Pena asked if any of the parks have sprinkler systems? Mr. Petty said yes, the Freeport Community House Park does but no ball field but there is irrigation on them that is watered by sprinklers. Councilman Pena asked if there was any kind of cost analysis on that for him to be able to do a fair assessment of what the annual expense is? Councilman Pena said just say for example, it is \$50,000 a year to maintain it as regular grass and in five years that is \$250,000 and in eight years that is \$400,000, but if it only costs \$50,000 in the year that they are trying to button our belts or tighten our belts he would rather spend \$50,000 and at least have a very nice. Mayor Cain said that is \$50,000 a year in maintenance after we put the \$250,000 in it to put new grass. Councilman Pena asked Mayor Cain where did he get \$250,000 for new grass? Mayor Cain said to Councilman Pena that is what he has been trying to tell you. Councilman Pena said what he is asking in terms of the total cost and said this is they need this item this whole itemization to see what the true cost is for the life of this field, and if they are looking at this as an eight-year lifetime or a ten-year lifetime it is important that they look at the costs truly they are not and that is the problem he is having with this that they are still not given a true analysis on this but if they want to go ahead and vote on this saying they just like this idea it is good for the kids it is outside the budget, we are supposed to tighten our belts, but it does not matter so lets just go ahead and get this project done. Councilman Pena said to him this is not a mathematical vote, it is a political vote. Mayor Cain said that was the smartest thing he heard from

Councilman Pena this evening was to go ahead and vote on this.

Councilman Rossow said turf is an upgrade and if they want to upgrade, go with the turf. He said look at Hopper Field and they have 300 pound guys every Friday just about with Brazoswood and B-Port playing on that field, they are pounding that field at least once a week. Councilman Rossow said also the junior varsity they play during that week. He said you have the Junior High they play on Monday nights and that turf is getting pounded, and it is in good shape and that is what they want. He said they want to invest in our children and the children are the future and if this thing goes over right like Mr. Petty is saying it will they are going to be able to raise money for stands and concession stands. He said that is when the people are going to really start rolling in like they do in Angleton. Councilman Rossow said if you have never been to Angleton to see what they have going, and they do not even have turf, but they have hundreds and hundreds of kids with parents that are bringing money to the City of Angleton. Councilman Pena said exactly Councilman Rossow made his point. Councilman Rossow said, we are looking at the future and if you look at the future, then let's get some turf. Councilman Davis said that is not the point and we can not compare us with Angleton and that is why some of the kids play in Angleton because of the way the fields look. Councilman Davis said we do not have the proper fields and that is why everyone has left and that is why people go to Lake Jackson. Councilman Matamoros said this was a budgeted item.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

First Reading- 2024-25 Local Business Improvement Grant Program.

EDC Director Robert Johnson read the resolution for the First Reading- 2024-25 Local Business Improvement Grant. Mr. Johnson said what is being talked about is the business improvement grant which the EDC has had, and it has been a very successful program and there has been a little bit of a change, and he has talked to some of the Council about it. He said the 2024-25 Local Business Improvement Grant program provides grant funding from the EDC under several categories including facade improvements, sign improvements, general property improvements, landscaping improvements, and fire suppression improvements. He said applicants for these categories are accepted any time and considered individually as they are received. He said funding for these categories is available up to \$10,000. Mr. Johnson said there is also a single mega grant of up to \$30,000 which will be competitively offered with one awarded per year in February. He said businesses that receive the grant are reimbursed 50% of their documented and qualified expenses up to the maximum grant amount. He said the EDC is again requesting the Council's approval for expenditures of up to \$300,000 in the 2024-2025 fiscal year. He said for this program, the EDC conducted a required public hearing with no opposition and the vote was unanimous on the program. He said typically the EDC request \$150,000 for this grant program but this year they are requesting \$300,000 due to Hurricane Beryl. He said they have gone business to business and visited with a lot of business owners and have had an overwhelming amount of requests for grant funding. He said a lot of people are hurting out there and felt for this year the EDC needed to increase the funding. He said they made some budget concessions so that they could have that money. He said this is the first of two required readings, and he would be back in two weeks for the second.

Councilman Pena said he was recently contacted by a couple of businesses, and it is his understanding that last year, and asked if the EDC used all of the \$150,000 from last year? EDC Director Robert Johnson said they ended up with about \$20,000 left for this year but still have applications coming in. He said they are working with Four Corners, which houses Arlan's, and divided one grant into two fiscal years in order to help them. He said there are 14 businesses in that facility and really wanted to make sure that they helped them and also helped Arlan's get back on their feet because it is the only grocery store in the community. Mr. Johnson said, but to answer Councilman Pena's question there is a little bit left over for this year. Councilman Pena asked if the \$20,000 was left after helping Arlan's? Mr. Johnson said yes. Councilman Pena asked how much the Four Corners development was? He said he guesses that is the owner of Arlan's commercial strip center. Councilman Pena asked how much they were granted? Mr. Johnson said Adnan Ali

is the owner of the facility, and they were granted \$30,000 and \$15,000 for this fiscal year and \$15,000 for next fiscal year. Councilman Pena said he guesses it is for repairs from the damage of the storm. Mr. Johnson said yes, and the EDC has been working with the City and Mr. Ali on updating the community as that is going forth and their last projection and Mr. Petty put it up on the city website. Mr. Johnson said hopefully they are going to get it open in October and then in early November Dollar Tree should be open, but they are progressively fixing the roof. Councilman Pena said he knows a couple of years ago the EDC stood up there and listed out all the companies that benefited from this grant program, and he would like to see it in the next reading week because it is very impactful. Councilman Pena said this particular program was something that he knows that was important because the City had the block program for the residential and when he was on the EDC he said it needed to be put in commercial on the business side and is glad it is there and is glad it is growing. He said he is glad it is being used. He said he was curious to know if there are any applications for the next year as well. Mr. Johnson said they are on route and are working with people and it is a process to fill out the application especially working with permitting and all the things you need. Mr. Johnson said he spoke to a couple of people today getting fresh requests, but there is a glut of people right now and he is expecting these applications to materialize, and it takes some longer to fill them out than others. Councilman Pena said there was a couple of restaurants that reached out to him about this and asked about the grant, and they said that they were a little gun shy because the qualifications or at least the application process requires a financial audit of their taxes and their bank statements and asked if they were misinformed on that? Mr. Johnson said they are misinformed, and it does not require, but the board can ask for that as they are doing due diligence if they want if there is a need or some kind of concern, they certainly can ask for that, but it is not asked for in the actual application or packet. Councilman Pena asked what are the triggers on that for them that they might be able to help? Councilman Pena said a lot of folks do not want to share their taxes and their personal finances and have that be in the public domain and asked how does that work to help still encourage their involvement? Mr. Johnson said he understands that and is not sure if they are speaking about the same person, but he had a person talking to him who was greatly concerned about that, and he could not really speak about what would trigger something in a board member to say they want to see them? Mr. Johnson said, but he can say there is no requirement for that. He said he does know a couple of the board members with this increase in funding were concerned about the EDC being the last stop in the line, so they are encouraging and asking for documentation for people to go to the SBA to go to their local banks to cross those off, but certainly not asking for taxes. Councilman Pena asked if they are required to first go to SBA and the bank. Mr. Johnson said while it is increased yes with this emergency and asking them to visit with the SBA. He said the SBA timeline is a little slower than the EDC, and so they do see emails and things like that they did reach out to them, but the end result has not been met yet with them, but they are requesting and investigating it. Mr. Johnson said he thinks that is the purpose of what is behind that request from the board member to at least reach out to these people and see what assistance is available besides the local grant that the EDC has. Councilman Pena asked if it is consider a bottleneck to the whole process and so SBA for example is taking six to nine months? Mr. Johnson said no. Councilman Pena said if they were, he is just curious and asked if the EDC prepared to help accelerate that for these businesses so that they are not waiting six to nine months with a busted roof? Mr. Johnson said they are not interfering in any of the process with SBA and are just asking them to visit the SBA, look at their loans to see if it may help them and that was the reasoning for that. Mayor Cain said this was supposed to only be a reading tonight. Mr. Johnson said he would be happy to have a phone call with Councilman Pena regarding this. Mr. Johnson said he had plenty of citizens that thanked both the EDC board and the City Council for supporting this increase and there are a lot of people out there that really need it, and they appreciate it.

Executive Session

551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legal posted agenda item, when the City Council seeks advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of

Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

Executive Session regarding a.) (Consultation with Attorney) 1. Property 200 west 2nd Street pursuant to Section 551.071.

The regular session closed at 7:52P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

Executive Session ended at 8:07P.M. and the Council entered back into regular session.

There was no action from Executive Session.

Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilman Matamoros to adjourn the meeting, seconded by Councilman Rossow with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 8:07P.M.

Jerry Cain, Mayor

Clarisa Fernandez, City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, September 23, 2024 at 6:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd. , Freeport Texas for the purpose of considering the following agenda items:

City Council:

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

Staff:

- Lance Petty, City Manager
- Clarisa Molina, City Secretary
- Cathy Ezell, Finance Director
- Toby Cohen, IT Manager
- Crystal Ruiz, Executive Administrative Assistant
- Rudy Ragle, Public Works Director

Visitors:

- Manning Rollerson
- Chad Nobles

Call to Order:

Call to Order - Jerry Cain, Mayor

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

Invocation - Councilman

Councilman Rossow led the Invocation.

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

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

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

There was no audience participation.

Business

Presentation by Ameresco for the implementation of an automated water metering system.

City Manager Lance Petty said in February 2024, staff completed a workshop with the City Council members pertaining to a number of items for discussion. He said the inaccuracy of the water meters was an item discussed. He said the Council approved staff to move forward at that time with Ameresco for an accurate study of the water meters system. He said the study was completed and confirmed the inaccuracies. Mr. Petty said Mr. Nobles is presenting an option to correct these inaccuracies with a total automated meter replacement project and costs associated with it.

Chad Nobles with Ameresco presented to the Council the implementation of an automated water metering system. Mr. Nobles said the idea is to have a water meters in the ground, that water meter will have a radio on it, and that radio will actually send a signal up to two water towers. He said there is going to be a black box mounted on each one of those water towers. He said the radio sends a signal to the actual black box, the black box goes out to the cloud, and from the cloud staff will be able to generate a bill. He said citizens will actually have a customer portal where they will be able to pull up on their laptop or their phone and see usage of what their meter has been doing or how their bill looks or what it is projected to be, and the alarms that come on whether they have continuous water usage which could be a leak or if they would like to set an alarm for a high flow and low flow those type of things will actually all come up. Mr. Nobles said if, for some reason, a hurricane comes and knocks down one of those towers, there is the ability to still drive the City and actually still read it as a backup if needed the next day. He said some of the meters will actually, instead of having a fixed base radio which goes to those two black boxes it will actually have a cellular radio on it and so, it would be considered a hybrid solution and so, instead of going and putting one of those new towers up with a box on a collector they are filling holes in coverage meaning there are a couple of areas of the City one or two meters that are not picked up by these towers and so instead of buying another black box and sticking down there just to pick up four or five meters a cellular radio will be put there to keep the costs down and able to expand and still get the coverage and the readings needed.

Mayor Cain thanked Mr. Chad Nobles for his presentation and all the hard work put into this.

Councilman Rossow asked if everything was inside the box for residential? Mr. Nobles said for residential the only thing that is outside the box is that little hockey puck that will sit right on top of the lid, and it will actually be through the lid, and it will just sit flush mounted on top of the box itself, but everything else will be inside the meter box. Councilman Rossow said Mr. Nobles mentioned an antenna. Mr. Nobles said the flat piece was through the lid of the meter box and just sitting flat on the desktop. Councilman Rossow asked if we had to worry about lawnmowers? Mr. Nobles said no. Councilman Rossow said they are always trying to get to pay extra for gas and water lines being broken and asked if Mr. Nobles would be replacing the PVC or will they be using the existing PVC to put this new meter? Mr. Nobles said yes they are going to, basically in a perfect situation they go to the meter box, and they undo the meter and pull the old meter out and put the new meter in, then drill a hole or either buy a new lid, because for a lot of them, the lids will have to be replaced so they will have a new lid that is actually got a pre hold drill on it and run that through that hole, connect it up to the antenna, collect all the data, collect about ten different pictures of every site to protect the City and us of what is being doing in this site and make sure all the data gets transferred over properly and then move on to the next one. Mr. Nobles said there are times when they go to pull on that meter and that pipe breaks just because it is old, and so they actually have to re-fix it at that point. He said in most instances the water is only off less than 15 minutes at each site if we do our job correctly, we do the prep, we do everything first and are just off about 15 minutes, but obviously, if we break a pipe the water will be off a little bit longer. Councilman Rossow asked if citizens still call City hall if there are any problems with the meter? Mr. Nobles said during construction they will obviously have one of the things that they do is a communication plan that goes out to the citizens and staff and, it will have possibly asked frequent questions and may even create a video if they want to on what a typical turn key installation looks like for residents, but they have kind of have a knock on door policy where we would actually go up to the meter, check and verify everything and then go knock on the door and if somebody comes to the door we

hand them a letter that they have created that staff has helped create and will say here is what we are doing, we are here to change out the meter, and if nobody is home then we go and take care of it but obviously if that meter is spinning we basically go knock again if nobody comes to the door we skip it, and then we come back and if it is still spinning, then we put it on a different list. Mr. Nobles said he has a full-time on-site construction manager that will be living here during this construction period, and he will be responsible for getting that individually scheduled, and if there are any issues when we leave, we leave a door hanger on the door, and it has a phone number on it and that phone number is usually our after hours number because we want to be the first call at that point, and it all depends on how staff wants to handle that and how they want to record and log that. He said unfortunately, we are all human, and sometimes we may leave the valve off, and we have to go back or maybe when we went to pressurize it did not pressurize meaning it did not stop spinning, and we do not want water to keep the flowing and we do not know where water is going so we will turn it off and leave a tag that says we left the water off on purpose because it was spinning and this has happened where somebody is in their house, and we are outside changing the meter, and they are like oh no water oh that is right they are changing my meter and they leave it on and then they leave and when he goes to put the water on, turn it back on all of a sudden now I got water flowing and I do not know where it is going, so I turn the valve off to not flood a home. Mr. Nobles said there are lots of processes in place that are our standard operating procedures and some best practices that we use to make sure that we try to have minimal downtime for residents as well as minimal interruptions to staff because they have their normal job, and so we handle all the data integrations all the on site field work. Mr. Nobles said, for the cellular device, all you would see when you open your box, if you had a cellular endpoint, you would see a little gray box that you will actually see on the top from the ground is the actual antenna sticking flush on the top. He said you can look on your phone for the usage or leakage or whatever, but in other words, you could turn your faucet on and be able to see it and it is not real time because this radio sends a signal every so often and then they are pushed up and so the data is roughly four to six hours old is usually what that is. Mr. Petty asked how often they read? Mr. Nobles said daily, it is hourly and reads what is going to come in and you would actually get data that is transmitted four times a day for this manufacturer, and then it is updated, but you actually get hourly reads that come in, so you would have 24 periods of water and, so or not you have had continuous consumption or you read 100 gallons or 50 gallons or whatever. Mr. Nobles said the other thing that you get asked down here on the coast is that a lot of times, comes up what happens if a hurricane comes through, is the data lost. Mr. Nobles said no, the data is actually stored in the gray box or in the meter itself and every four to six hours that is pushing out there is another data collector, that gateway and there is data stored there too, and this particular one stores 72 days of data, it is still quite a bit of data, that is stored so even if you do have a hurricane and it knocks you out for a week you are still collecting the reads and actually reading the data, and it is just not being pushed out because there is no power for servers and clouds and stuff. Mr. Petty said he would assume the 700 meters Mr. Nobles was talking about for cellular are going to be like in our Bridge Harbor subdivision maybe the golf course area. Mr. Nobles said the golf course area definitely has some. He said there is a pocket out there and outliers that are actually not covered by the actual gateway. Mr. Petty asked if there are any additional-associated fees with the cellular? Mr. Nobles said it is all built on a hosting fee of \$19,000, and it is part of the fee structure. Councilman Rossow asked if this is the latest and greatest? Mr. Nobles said it was. Councilman Rossow asked across the nation? Mr. Nobles said, of course, he said staff actually evaluated four different manufacturers and had them come in and do presentations and actually also got pricing from four different ones and this is where we ended up. He said this product is actually one of the newer products that they use to fill gaps and holes that are out there, and they are manufactured in the US and Neptunes is the only manufacturer that still has a foundry in the US, and so they actually make their brass and all their components are made in Alabama, and they have been around a long time. Councilman Rossow asked if that was the plant? Mr. Noble said yes. Mayor Cain said he is all for paying for a gallon of water if he uses a gallon of water and it is no different from if he goes down and fills up his truck he feels like paying an honest price for an honest quantity is a must. Mayor Cain said one other place where he feels like this would be beneficial is there was a water leak on 10th Street that went on for about a month or so and there was a lot of finger pointing because the leak of course is underground and with this being able to look at the data it could have determined a month ago instead of a

month later and could have found it instantly. Mr. Nobles said we also see a lot of times where because staff even only have one piece of data every month that they get to see as well and now, with having this daily read, they can actually understand where water is being pushed out and then actually reconcile that and if they see a group of area that is maybe has a leak and say they are pushing water here, but it is not recording why is there water loss in this area and what we see a lot of times is you can also isolate certain areas or neighborhoods or parts of town to proactively replace bad lines if you have lines that you see a lot of loss in because they are pumping so many amount of gallons and not reading them from all the meters that are downstream of this, and we know we probably got some line losses, and now we need to strategically go replace those line losses and so there is a lot that staff has the ability to do with this data and can also get real tight on the monthly reporting that you do to TCEQ that they have to report on there is lots of things that they will be able to use this data for. Mr. Petty said this helps with the unaccounted for water loss, which is a big factor when we go out to Texas Water Development Board for grants and things like that, for infrastructure you have to meet a certain requirement, on your water loss and so, if you have these old meters in the ground that are not picking up your low flows and things like that you have a large amount of unaccounted for water loss that may disqualify you from getting those grants and so it is very important to get control of that. Mr. Petty said he has been part of about four of these systems before similar to this, and they are very customer friendly and, like Mr. Nobles was saying the residents like it because they can actually monitor their water, and they can set up times when they are on a budget, and they need to set it at a certain gallons per month, and so it will notify them to start backing off, because you are getting to the point of, shut off time, and budget wise it is really customer friendly, and it knocked out a lot of confusion with residents and everything else because they can actually go online and see graphing, and it is an important tool. Mr. Petty said he has done these changes before but he also did the entire meter boxes and has put gravel in them and has done a lot of things to try to protect things and keep water out of the holes and knows the industrial vaults if there is any of them that might need sump pumps put in them or things like that to keep the water pump down on a float system or something just to protect the investment on it. Councilman Davis asked if anybody else in the area is using this system? Mr. Nobles said he has put in systems over the last few years in Conroe, Rosenberg, Bay City, and El Campo. He said he was trying to think about who does not have an AMI system in the area, but almost everybody has an AMI system down in the areas now, and so Freeport is kind of one of the last cities to not have one. Mr. Nobles said some people are using drive by systems, which is what Freeport has, which is good, but to go to full AMI, that is where everybody is going. Finance Director Cathy Ezell said Freeport does not have the drive by system but the wand. Mr. Nobles said he believes Clute has an older system, and he has spoken to them, and they are also looking for an upgrade and is not sure what system Lake Jackson has. He said this technology of AMI system he has probably put in one of the first ones his team did was probably twelve years ago. Mr. Nobles said one of the first drive by systems was put in was 16–17 years ago and the team that he worked with as part of his staff has probably done over 100 different systems in Texas. Councilman Davis asked what the estimated timeframe is? Mr. Nobles said once they get material he knows residential meters, they actually have improved their lead time and are seeing residential meters in 2 to 3 weeks now, but the two inch and one inch and a half have a little bit longer lead time and, so maybe three months. He said if the Council decides to move forward they would start the infrastructure, and it will take a couple weeks to stand that all up and get all the software, and so the first month is actually doing all the prep work and all the data files, and then the execution of this he is estimating roughly three to four months would be done with construction and they typical average 300 to 500 meter a week, and it depends on some parts of town may go faster than others there will be a lot more digging and if replacing boxes it may slow down, but he is expecting three to four with construction. Mr. Petty asked if Mr. Noble's field crew inputs all the information onto the field, and then it is integrated right then into the utility billing system? Mr. Nobles said yes, as he mentioned his staff actually goes, and we have a tool that we use to actually collect pictures, and then we record all the old read information off the meter, and we put all the new data in that actually is physically sent right then and there. He said before they can go to the next one, they have to upload all that information, and it goes into a work order management system that work order management system once it hits the cloud, the staff can actually see exactly what took place at that resident before moving to the next one, and they will see the pictures and

stuff and then once a week that data is transferred over into the CIS system into the billing software and then a file spits it out and tells us if we got any errors and if not that system is ready to read the very next week. He said they would go through the city route by route, and will be working in a couple of different routes because we have to get behind when you are manually reading the process and will train staff as we start implementing those routes, and will start using this system to read immediately as it is being installed. Mr. Nobles said that the challenge is that you do not know how you use that water if you did use it or not, but with this system you will be able to see what your daily profile is. Mr. Nobles said he has seen some that where basically says there is no way I could use this water and all of a sudden you say well, on December the 13th, you use 5000 gallons of water and can you think back and say I filled up a pool, or I busted a water line. He said a lot of times it happens in the summer where you left the water hose on all night long, and you did not realize it and you go, Oh I did use that. He said at least this would tell you that you are using continuous water, and you are not supposed to be and so you can set an alarm that says you are using continuous water and should not be and so you go out in the yard and realize you left the water hose on, and you take care of it yourself. Councilman Davis said he had a leaking toilet, but he fixed it, and it should have fixed the problem. Mr. Nobles said it should be able to tell you how much that leaky toilet uses, but people do not realize how much water goes through a leaking toilet, and it is a significant amount of water. Councilman Rossow asked if there was a break on the City side, would it register it as one? Mr. Nobles said no, it has to go through the meter. Councilman Rossow asked if the meters are waterproof? Mr. Nobles said they are designed to be in a pit and so are the radios and they are all potted and sealed and everything is designed to be in a flooded environment. Mayor Cain said once the company comes in and replaces all the meters and gets everything activated, and you go on to the next City and everybody is happy and asked when someone comes up who wants to build 20 houses over here on some property where there is no infrastructure is this something the City will be able to install for future growth? Mr. Nobles said absolutely, and they will train the field guys to basically make sure that they know how to install the meter and work on it and troubleshoot it and do all that, and they are welcome to join the crews when they are doing the transition, but they will also have a one year workmanship warranty on everything as part of that and then that same example with the 20 and if it is within the coverage of those two gateways all they have to do is go put the meter in the ground and basically swipe it with a magnet that activates, sends a signal up, staff on the inside customer service will input the data and that meters reading, and you do not have to do anything else. He said if it is outside the coverage and way out for that, you would just basically buy a cellular and do the same thing and activate it, and it is done. Mr. Petty said on the cellular endpoints, people will say they got a new meter out right and they go out there and take a look at it and they pull the lid up and look at it and put it down and then all of a sudden you have a piece of wire hanging out then they cut it with the weed eater and he has seen that happen numerous of times on those cellular endpoints. Mr. Petty asked what kind of warranty is associated with that or is that a cost that the City has to replace those at that point? Mr. Nobles said they try to install them that when you do open it up that you actually have it coiled and properly underneath there but Mr. Petty is right sometimes people do not let it sit and they leave it out but they will immediately get a notice when the wires cut and it sends an alarm that the wires were cut. He said if it is proof that it has actually been cut it is not a warranty item and would be City response. Mr. Petty said he knows about six years ago they started coming out with a repair kit for them so now you have a repair kit for them. Mr. Nobles said it would be a splice kit but it would have a gel cap on the end to strip it back and basically repair it but that would be something the City staff would be able to fix. Councilman Matamoros said Mr. Nobles had stated he was going to replace the lids with polymer lids for residential and asked if those are drive proof because there is residents who have concreted around that is within a driveway and so if a car drives over it, and it is polymer it will kind of fail over time especially with the weather and the heat and so are those dry proof? Mr. Nobles said yes, they make traffic rated polymer lids and so anything that is in a driveway will be replaced with traffic rated polymer lid. Councilman Matamoros asked if this was for residential and not commercial? Mr. Nobles said yes correct, and they make them in all different sizes. Councilman Matamoros asked if the current water meter and residential is sitting ground level, will it install stay flush with the ground with this new lid or is it going to be raised? Mr. Nobles said the profile of these meters is lower than most of the profiles that the meters that are currently being used, and so they would put

the meter box back where it is today or try to get it down to level, and so if they had to physically have to replace the box, which means they are digging the box up and put it back they are going to try to flush with grade ground level, and it is probably not going to be leveled because of the ground but will try to make it grade level. Mr. Nobles said if, for some reason, the meter and that is assuming everything will fit inside the box, and it should because there is usually enough room to do that, but if for some reason, the service lines are super high and that is why the box is actually sitting above water, then they will go as low as they possibly can on that box and then put it back because they are not going to move the service line it would have to be dug out. Mr. Nobles said it would be at existing conditions or better it is typically where it is. Councilman Matamoros said he was just looking at some of the pictures where there are some that are elevated. Mr. Nobles said he would do his best to set those lower, but knowing that there are up like that, it is probably because that service line is probably not deep. Councilman Matamoros asked Mr. Nobles when he is putting in a new meter will he not touch the shutoff valve that is normally there and will leave as is? Mr. Nobles said he has to use the shut-off valve to turn the water off to replace it and if they break it he is responsible for it and, if not, it closes it, holds, change out the meter, close it, and open it back and move on. Councilman Matamoros said the reason he is asking these questions is leading to some residents who may not be able to look on a digital platform so the only way is to actually read it from the meter, and so he is thinking they may shut it off to see what it stops at and turn it on and see if they have a leak and things like that. Councilman Matamoros said he is just thinking of those residents who will not be able to access it. Mr. Nobles said the City should have a shut-off valve on every meter for that and those are staying the same and not taking them out or anything like that but if they do not hold, it will be replaced. Councilman Matamoros said talking about the customer portal and asked if it is for both IOS and Android? Mr. Nobles said it is a bring our own device model and so it will work and adjust accordingly. Mr. Nobles said he does not think it is an actual app and believes it is a website that goes through it because websites are usually easier to keep up with than apps. He said apps always have to have updates to them but thinks this is done through a website. Councilman Matamoros asked Mr. Nobles he had stated this was for fifteen years and that the net benefits were about \$117,000? Mr. Nobles said that it is just in this cash flow and knows Ms. Cathy has been working with some financial folks to try to figure it out and, obviously if she beats this rate it gets better, but this is just a draft cash flow financed out over it, and he is using a tax exempt lease over a 15-year period and how it is financed is up to the City. Mr. Nobles said the life cycle that the financial folks want to know is what the life cycle is of these meters and the legislation allows you to go 20 years and banks are okay even funding these things up to 20 years because it has a 20-year warranty on them.

Manning Rollerson said he thinks it is a great thing because his electricity bill is like that. He said he could go to his portal to see how much usage he used on his telephone. He said he thinks it is a good thing because the meters. He said he would not be there if he had not been called to go there. Mr. Rollerson said by listening to this and getting an understanding, this is something Freeport has been needing because the old meters are old. He said at the apartment complex, the Magnolias and they went and removed all the water meters because the water bill was running \$50,000 a month and so they removed all those water meters, and they put in new water meters and are still getting bad accurate readings, and so he thinks it is better that they go to the new meters. Mr. Rollerson said his concern was if there would be the loss of jobs? Mr. Rollerson said, because now they are going to something that could be read at City Hall. He asked if this would cause anybody to lose their job? He said what they are trying to do is bring jobs and more employment for a better City workforce. He asked if this would cause to lose more employees because there is a lot that needs to be done? He said this is his main thing with this, but other than that, it makes more sense to him because you would be able to see how much you spend. He said he can say he only used 3,000 gallons of water and there is his cut-off right there because he is on a fixed income, and he thinks it is great thing. He said you could choose how much water you can spend.

Mayor Cain said normally, in a Council meeting there are no replies, but this is not a Council meeting but a workshop. City Manager Lance Petty said no, it would not cost anyone their positions with the City, but become more efficient by going this route. Mr. Petty said currently right now they are reading meters four to

five days a week and then doing rereads as well and if it rains it takes longer. He said, so then they get behind on fixing water leaks and things like that, so it really makes the operations more efficient, but it would not cost anyone their positions in the City. Mr. Petty said he wanted to bring this in a workshop fashion just to go through everything and let Mr. Nobles do his presentation, so the Council could ask all the questions and everything like that and then bring it back to a Council meeting in the near future to see if the Council would like to move forward with it and make the recommendation at that time. He said this is just an education deal tonight just to get it out there, so everybody is aware of what is going on and what it looks like on paper.

Manning Rollerson said his concern was how long it would take the Council to come back and get this program started? He said it was because it needed to be started like yesterday. He said the City is losing money and looking at the net gain of \$117,000, this City needs every dollar it can get and should be backing this program. Mayor Cain said he agrees with Mr. Rollerson.

City Manager Lance Petty said he will bring this to the next Council meeting to answer any questions and will be there for the Council to vote on that also.

Mayor Cain thanked Mr. Nobles for all his work and for the excellent presentation. Mayor Cain asked if the presentation could be put on the City website? City Manager Lance Petty said yes, he had a copy of the presentation and Mr. Cohen can upload it to the website. Mayor Cain said that way, those at home or those that did not know about the meeting can look at it in the coming days. Mayor Cain said whatever information that can be put out there he would like to have it put on the website.

Adjournment

Adjournment – Jerry Cain, Mayor

Mayor Cain adjourned the meeting at 7:58P.M.

Jerry Cain, Mayor

Clarisa Fernandez, City Secretary



City Council Agenda Item #[2.B]

Title: Action approving Resolution No. 2024-2882 regarding authorizing the Mayor to sign all documentation regarding the transfer of property to Aaron R. and Lucy M. Ware- Laura Cramer, Special Projects Supervisor

Date: October 7, 2024

From: Laura Cramer, Special Projects Supervisor

Staff Recommendation: Staff recommends approval of this resolution.

Item Summary: Mr. & Mrs. Ware are using a title company in the purchase of the already approved sale of property. The title company's underwriters are requiring written proof that the mayor has signing authority for the city.

Background Information: On August 1, 2022, City Council approved Ordinance 2022-2671 authorizing the sale of of property to Lucy Ware.

Special Considerations: This is a formality requested by the title company and is merely a housekeeping issue to satisfy the underwriters in the processing of the sale.

Financial Impact: None.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Resolution 2024-2882
2. Exhibit A - Ordinance 2022-2671
3. Exhibit B (Part 1 of 2) - Deed (0.1071 Acre Tract)
4. Exhibit B (Part 2 of 2) Deed (0.284 Acre Tract)

RESOLUTION NO. 2024-2882

**A RESOLUTION OF THE CITY OF FREEPORT, TEXAS,
AUTHORIZING THE MAYOR TO EXECUTE ALL NECESSARY
CLOSING DOCUMENTS TO COMPLETE THE SALE AND FINAL
CLOSING OF CERTAIN REAL PROPERTY DESCRIBED HEREIN.**

* * * * *

WHEREAS, the City Council of the City of Freeport, Texas (the “Council”) approved Ordinance No. 2022-2671, authorizing the vacation, abandonment, and closure of a portion of a dedicated street, as identified in such Ordinance, attached hereto as Exhibit “A,” and made a part of this Resolution hereof; and

WHEREAS, through Ordinance 2022-2671, the Council also authorized the Mayor to execute a Deed Without Warranty, attached hereto as Exhibit “B,” and made a part of this Resolution hereof, to Lucy Ware for fair market value; and

WHEREAS, the Council herein further authorizes the Mayor to execute all necessary documents to complete the sale and closing of the real property identified in Ordinance No. 2022-2671 and associated Deed Without Warranty to Lucy Ware; now, therefore,

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

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

Section 2. The City Council of the City of Freeport hereby fully authorizes the Mayor of the City of Freeport to execute all necessary documents to complete the sale and final closing of the real property described in Exhibit “A” and Exhibit “B.”

Section 3. All documents and other instruments necessary for the closing of the real property described herein, as executed by the Mayor, are hereby in all things validated, ratified, approved, and confirmed.

PASSED, APPROVED, AND RESOLVED this 7th day of October, 2024.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

David W. Olson, Interim City Attorney,
City of Freeport, Texas

Exhibit “A”

Freeport Ordinance 2022-2671

Exhibit “B”

Freeport Deed Without Warranty to Lucy Ware

ORDINANCE NO. 2022-2671

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; VACATING, ABANDONING AND CLOSING THE PORTION OF THE DEDICATED STREET IN THE VELASCO TOWNSITE WITHIN SAID CITY, IN BRAZORIA COUNTY, TEXAS, KNOWN AS THE EAST ONE-HALF OF THE DIVISION STREET RIGHT-OF-WAY, HEREIN DESCRIBED; RESERVING ALL NECESSARY EASEMENTS FOR MAINTAINING AND UTILIZING LEVEE, UTILITIES, WATER LINES, CABLES, AND POLES WITHIN SUCH PORTION OF SAID STREET THEREBY VACATED, ABANDONED AND CLOSED WHICH ARE PRESENTLY IN USE OR THAT MAY BE REQUIRED IN THE FUTURE; AUTHORIZING THE MAYOR TO EXECUTE A DEED WITHOUT WARRANTY, CONVEYING, SUBJECT TO SUCH RESERVATION, AND TO THE REVERTER CLAUSE THERIN AND HEREIN DESCRIBED, SUCH PORTION OF SUCH PUBLIC STREET THEREBY VACATED, ABANDONED AND CLOSED TO LUCY WARE, THE ABUTTING PROPERTY OWNER, FOR THE FAIR MARKET VALUE THEREOF DETERMINED BY THE APPRAISAL ATTACHED HERETO IN ACCORDANCE WITH SECTION 272.001 OF THE LOCAL GOVERNMENT CODE AND THE REIMBURSEMENT OF THE CITY BY SAID OWNER FOR CERTAIN FEES THEREIN SPECIFIED; FINDING THAT THE VACATING, ABANDONING AND CLOSING OF SUCH PORTION OF SUCH PUBLIC STREET IS IN THE PUBLIC INTEREST AND THAT IT WILL BENEFIT THE PUBLIC; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, LUCY WARE, hereinafter "the Applicant," is the owner of property abutting upon the .24252 acre of land more or less known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, and adjacent to the western boundary line of Applicant's property in Brazoria County, Texas; and,

WHEREAS, said street is a dedicated as a public street on the map or plat of the Velasco Townsite on file in the office of the County Clerk of Brazoria County, Texas, and said townsite is now within the corporate limits of the City of Freeport; and,

WHEREAS, the Applicant has petitioned the City Council of the City of Freeport to vacate, abandon and close the hereinabove described portion of said street and to convey the City's interest in the same to Applicant; and,

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

WHEREAS, Sections 311.002(a) (2) and 311.008 of the Transportation Code and Sections 2.01 and 2.03 and Item (p) of Section 3.07 of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the vacating, abandoning and closing of such portion of said street would not deny access to a public street from any other property within the City of Freeport; and,

WHEREAS, the vacating, abandoning and closing of such portion of said street would be in the public interest and would benefit the public by allowing the improvement of such property, placing such property on the tax roll of the City and eliminating the obligation of the City to maintain the same; and,

WHEREAS, an appraisal of such portion of said street has been obtained in order to determine the fair market value thereof, a copy of such appraisal marked Exhibit "A" being attached hereto and incorporated herein by reference, and the City Council of the City of Freeport finds that, pursuant to Section 272.001 of the Local Government Code, such appraisal is conclusive of the fair market value thereof; and,

WHEREAS, the City has incurred expenses consisting of an appraiser's fee for such appraisal for which the City should be reimbursed by the Applicant.

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

First, the City Council of the City of Freeport, Texas, finds and declares that the findings of fact and conclusions of law set forth in the preamble to this ordinance are true and correct.

Second, the **.284 acre** of land more or less known as a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane, adjacent to the eastern boundary line of Applicant Abstract 99, in Brazoria County, Texas and East of the centerline of the Division Street right-of-way, is hereby declared to be vacated, abandoned and closed as a public right-of-way. Provided, however, the City of Freeport hereby reserves all necessary easements for maintaining and utilizing the levee and all utilities, water lines, cables, and poles presently in use or that may be required in the future. Provided further, with the consent of the City Manager and the appropriate official of all affected utility companies, the easement reserved herein may be released by the Mayor, if all lines, cables, poles and mains are relocated to another duly established easement at the expense of the Applicant.

Third, upon the payment by the Applicant to the City of Forty-Eight Thousand Three Hundred Dollars (\$48,300) the fair market value of such portion of said public street as determined by such appraisal and upon reimbursement of the City by the Applicant for the above mentioned appraiser's fee, the Mayor is hereby authorized to execute and acknowledge and the City Secretary to attest a Deed without Warranty conveying the City's interest in above described portion of the Division Street right-of-way to Applicant, his, her or its heirs or successors and assigns, forever, but reserving therein on behalf of the City an easement for all necessary utilities, water lines, cables, and poles presently in use or that may be required in the future as the City may determine in the exercise of its sole discretion and the condition that Grantee will construct on the property a house in compliance with all applicable building codes and acceptable to the City's Building Official to be completed within 3 years of the date of the deed.

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

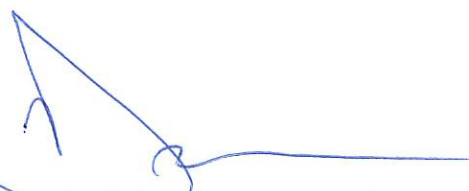
Fifth, this ordinance shall take effect and be in force from and after its passage and adoption

READ, PASSED AND ADOPTED this 1 day of August 2022.



Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:


Betty Wells, City Secretary
City of Freeport, Texas
David Olson, City Attorney
City of Freeport, Texas

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

DEED WITHOUT WARRANTY

DATE: _____, 2024

GRANTOR: CITY OF FREEPORT, TEXAS

GRANTOR'S MAILING ADDRESS: 200 W. 2nd Street
(including County) Freeport, Texas 77541
Brazoria County

GRANTEE: AARON R. AND LUCY M. WARE

GRANTEE'S MAILING ADDRESS: 2 Front Street
(including County) Freeport, Texas 77541
Brazoria County

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

Being a 0.1070 acre tract of land, out of Closed Front Street and Part of Tract D18, out of Abstract 99, City of Freeport, Brazoria County, Texas; said 0.1070 acre tract of land hereby conveyed being more particularly described by survey attached hereto as "**Exhibit A.**"

RESERVATIONS AND EXCEPTIONS:

GRANTOR reserves any and all valid and subsisting easements, conditions, exceptions, reservations, restrictions, covenants, and other encumbrances properly of record affecting the title to the above-described property.

GRANTOR hereby reserves and excepts to conveyance a levee improvement and maintenance easement on and along the portion of said Property currently improved with a levee along the Old Brazos River.

GRANTOR further reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises conveyed herein; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the GRANTOR and GRANTEE that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

CONVEYANCE WITH CONDITIONS:

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever; provided, however, THE ABOVE CONVEYANCE IS SUBJECT TO THE FOLLOWING CONDITION AND IT IS EXPRESSLY MADE AND PROVIDED THAT GRANTEE WILL DEVELOP THIS PROPERTY, OR OTHER PROPERTY OWNED BY GRANTEE ADJACENT TO THIS PROPERTY, by constructing thereon a single-family residence within three (3) years of the date of closing. FURTHERMORE, THIS CONVEYANCE IS SUBJECT TO THE CONDITIONS THAT [1] if GRANTEE fails to build a single-family residence within three (3) years, as required above, GRANTOR has the absolute right to buy back this Property (0.1070 acre tract) and the other property sold by GRANTOR to GRANTEE (0.24252 acre tract) during the same closing period, and [2] if GRANTEE replats this Property with the other above stated property into one lot and fails to build a single-family residence within three (3) years, as required above, GRANTOR has the absolute right to buy back the re-platted property, including both tracts described above and any other property combined in such replat for the original purchase price of \$71,600. GRANTEE shall execute within thirty (30) days of demand, all documents required by GRANTOR to execute its rights of repurchase set forth above. Should GRANTEE be unable or unwilling to execute the necessary documents, GRANTEE consents to declaration of title by a court of competent jurisdiction in Brazoria County, Texas.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that the condition stated above shall be binding upon and shall be observed by the GRANTEE herein, and the heirs, executors, administrators, and assigns of GRANTEE, and shall run with such land in favor and shall be enforceable by the GRANTOR. IN THE EVENT OF ANY VIOLATION OR NON-OBSERVANCE OF THE ABOVE CONDITION, upon the affirmative vote of a majority of the members of its City Council taken at any meeting thereof, called and notice of which is given in accordance with the Texas Open Meetings Act and a copy thereof sent to GRANTEE by certified mail, return receipt requested, GRANTOR shall have the right to terminate the estate herein

granted and to re-enter and retake said Property upon tendering to GRANTEE, their heirs or assigns, the purchase price therefore paid by GRANTEE to GRANTOR; no act or omission upon the part of GRANTOR, its officers, agents or employees, shall be a waiver of the operation or enforcement of such condition.

Notwithstanding any provision herein to the contrary, GRANTOR makes no warranty of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property, and by acceptance of this Deed Without Warranty, GRANTEE accepts such Property "AS IS," "WHERE IS," "WITH ALL FAULTS," and without any representations or warranties being made by GRANTOR, including but not limited to **NO WARRANTY OF TITLE**.

Jerry Cain
CITY OF FREEPORT, TEXAS

By: JERRY CAIN
(Printed Name)

Title: Mayor

THE STATE OF TEXAS
COUNTY OF BRAZORIA

§
§
§

ACKNOWLEDGMENT

16th This instrument was acknowledged before me by Jerry Cain on the
day of July, 2024, for The City of Freeport, Texas.

Clarisa Molina
NOTARY PUBLIC in and for State of Texas

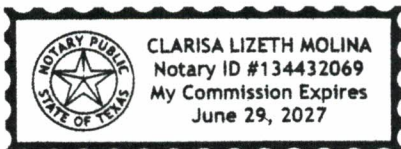




Exhibit “A”

Survey of 0.1070 Acre Tract

Page 43 of 195

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(including County) Freeport, Texas 77541
Brazoria County

CONSIDERATION: Ten and No/100 Dollars (\$10.00) and other good and valuable consideration

PROPERTY:

Being a 0.284 acre tract of land, known as the remainder of a part of Division Street right-of-way, a publicly dedicated right-of-way located south of Mystery Harbor Lane and adjacent to the western boundary line of GRANTEE's property, City of Freeport, Brazoria County, Texas; said 0.284 acre tract of land hereby conveyed being more particularly described by survey attached hereto as "**Exhibit A.**"

RESERVATIONS AND EXCEPTIONS:

GRANTOR reserves any and all valid and subsisting easements, conditions, exceptions, reservations, restrictions, covenants, and other encumbrances properly of record affecting the title to the above-described property.

GRANTOR hereby reserves and excepts to conveyance a levee improvement and maintenance easement on and along the portion of said Property currently improved with a levee along the Old Brazos River.

GRANTOR further reserves unto itself, its successors and assigns, any and all oil, gas and other minerals in, on or under the premises conveyed herein; provided that there shall never in any event be any ingress or egress on or across the surface of the above described premises for the purposes of exploration, development, production or transportation of such oil, gas or other minerals, it being expressly contemplated by the GRANTOR and GRANTEE that any production of such minerals shall be from the surface of other adjacent property and that there shall be no development of any minerals that would require mining, shaft mining, pit mining or any other kind of mining that would require utilization of the surface, or through the pooling of such mineral interests for the development with adjacent parcels.

CONVEYANCE WITH CONDITIONS:

GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and warranty, GRANTS, SELLS, and CONVEYS to GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging, to have and hold it to GRANTEE and GRANTEE's successors and assigns forever; provided, however, THE ABOVE CONVEYANCE IS SUBJECT TO THE FOLLOWING CONDITION AND IT IS EXPRESSLY MADE AND PROVIDED THAT GRANTEE WILL DEVELOP THIS PROPERTY, OR OTHER PROPERTY OWNED BY GRANTEE ADJACENT TO THIS PROPERTY, by constructing thereon a single-family residence within three (3) years of the date of closing. FURTHERMORE, THIS CONVEYANCE IS SUBJECT TO THE CONDITIONS THAT [1] GRANTEE cannot sale or in any way transfer ownership in the Property without first providing GRANTOR the right of first refusal to buy back said Property for the original purchase price (appraised value) of \$48,300, [2] if GRANTEE fails to build a single-family residence within three (3) years, as required above, GRANTOR has the absolute right to buy back this Property (0.24252 acre tract) and the other property sold by GRANTOR to GRANTEE (0.1070 acre tract) during the same closing period, and [3] if GRANTEE replats this Property with the other above stated property into one lot and fails to build a single-family residence within three (3) years, as required above, GRANTOR has the absolute right to buy back the re-platted property, including both tracts described above and any other property combined in such replat for the original purchase price of \$71,600. GRANTEE shall execute within thirty (30) days of demand, all documents required by GRANTOR to execute its rights of repurchase set forth above. Should GRANTEE be unable or unwilling to execute the necessary documents, GRANTEE consents to declaration of title by a court of competent jurisdiction in Brazoria County, Texas.

IT IS EXPRESSLY AGREED AND UNDERSTOOD that the condition stated above shall be binding upon and shall be observed by the GRANTEE herein, and the heirs, executors, administrators, and assigns of GRANTEE, and shall run with such land in favor and shall be enforceable by the GRANTOR. IN THE EVENT OF ANY VIOLATION OR NON-OBSERVANCE OF THE ABOVE CONDITION, upon the affirmative vote of a majority of the

members of its City Council taken at any meeting thereof, called and notice of which is given in accordance with the Texas Open Meetings Act and a copy thereof sent to GRANTEE by certified mail, return receipt requested, GRANTOR shall have the right to terminate the estate herein granted and to re-enter and retake said Property upon tendering to GRANTEE, their heirs or assigns, the purchase price therefore paid by GRANTEE to GRANTOR; no act or omission upon the part of GRANTOR, its officers, agents or employees, shall be a waiver of the operation or enforcement of such condition.

Notwithstanding any provision herein to the contrary, GRANTOR makes no warranty of any nature or kind, whether statutory, express or implied, with respect to the physical condition of the Property, and by acceptance of this Deed Without Warranty, GRANTEE accepts such Property **"AS IS," "WHERE IS," "WITH ALL FAULTS,"** and without any representations or warranties being made by GRANTOR, including but not limited to **NO WARRANTY OF TITLE.**

Jerry Cain
CITY OF FREEPORT, TEXAS

By: JERRY CAIN
(Printed Name)

Title: Mayor

THE STATE OF TEXAS

§

ACKNOWLEDGMENT

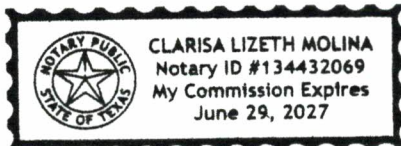
§

COUNTY OF BRAZORIA

§

This instrument was acknowledged before me by Jerry Cain on the 16th day of July, 2024, for The City of Freeport, Texas.

Clarisa Molina
NOTARY PUBLIC in and for State of Texas



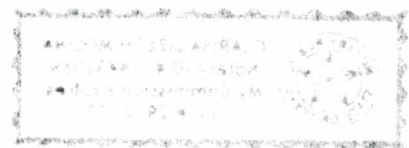


Exhibit "A"

Survey of 0.284 Acre Tract



City Council Agenda Item #[4.A]

Title: Consideration and possible action approving the Golf Cart Lease Renewal with Yamaha.

Date: October 7, 2024

From: Brian Dybala, Golf Director

Staff Recommendation: Staff recommends staying with Yamaha as the carts have been very reliable, they also were the lowest in pricing and have quick service.

Item Summary: This is just renewing our 4-year lease which expires this year and continuing with another 4-year lease.

Background Information: N/A

Special Considerations: N/A

Financial Impact: Our lease \$67,000 yearly but we made \$120,000 in golf cart revenue this past fiscal year.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Yamaha Proposal for Freeport GC 3-26-24



YAMAHA

Revs Your Heart™

PROPOSAL
Expressly prepared for:

Freeport Golf Course



DRIVE²

Proudly Presented By:

J.T. Carney

(678) 551-0524

Jt_carney@yamaha-motor.com



The Yamaha Story

OUR CARS

The best fleet and utility cars in the industry and the only company with four fleet options:

Drive² PowerTech AC Electric

Drive² DC Electric

Drive² Carbureted Gas

Drive² QuieTech EFI, an Industry First

OUR STATS

2,326 + Courses have switched to Yamaha in the past 8 years

1 Rated in Satisfaction, Customer Support, and Reliability *

97% Brand Loyalty **

94% Customer Retention Rate

OUR AFFORDABLE GPS SOLUTION

Track and control your fleet.

Drive Profits. Reduce Costs.

Work Smarter.



* Golf Car Attitudes and Perceptions Research Study Published by NGF, 2015.

** Golf Car Fleet Study Published by Golf DataTech, LLC., 2015.

YGC funded the research studies conducted by NGF and Golf DataTech, LLC.



Company Profile

Yamaha Golf-Car Company (YGC) is a for-profit subsidiary of Yamaha Motor Corporation, USA. We are an American company with nearly 1,700 American employees between our factory in Newnan, GA and our Southeastern Headquarters in Kennesaw, GA.

For more information, please visit us on the web at:

www.yamahagolfcar.com

Our Team

President: Stephen Donnell

Chief Operating Officer: Doug Griffin

Division Manager, Fleet Sales & Marketing: Kevin Norcross, PGA

Regional Sales Manager: Craig Sanford

District Sales Manager: JT Carney

Inside Sales Manager: Danielle Jones

Factory Service Provider: Action Buggies

Manufacturing Facility

Yamaha Motor Manufacturing Corporation

1000 GA Hwy. 34 East

Newnan, GA 30265

Corporate Headquarters

Yamaha Golf-Car Company

1270 Chastain Rd. NW

Kennesaw, GA 30144

Parent Corporation

Yamaha Motor Corporation U.S.A. (YMUS)

1270 Chastain Rd. NW

Kennesaw, GA 30144

Captive Finance Company

Yamaha Motor Finance Corporation (YMFUS)

6555 Katella Ave.

Cypress, CA 90630





Important Links

Yamaha Golf-Car Company Website:

<https://www.yamahagolfcar.com>

Yamaha Golf-Car Company Social Media Outlets:

Facebook: <https://www.facebook.com/YamahaGolfCarCompany>

Twitter: <https://twitter.com/yamahagolfcars>

YouTube https://www.youtube.com/channel/UC3Znm5q_y-eavvxTM8uprQg

Instagram: <https://instagram.com/yamahagolfcar>

Google + <https://plus.google.com/+Yamahagolfcarcompany>



Tellico Village Video Testimonial:

<https://vimeo.com/169796142>

2017 Drive2 Launch Video:

<https://www.youtube.com/watch?v=45RaUUgUqnY&t=40s>

2018 UMAX Utility Launch Video:

https://www.youtube.com/watch?v=6M9HE_K5Q0E



Our Partners

Official Golf Car:



Official Golf Car:



Affiliate Member:



Silver Sponsor:



Member:



Section Sponsor:

Alabama - NW Florida Section, PGA
Carolinas Section, PGA
Georgia Section, PGA
Gulf States Section, PGA
New England Section, PGA
North Texas Section, PGA
Northern California Section, PGA
Southern California Section, PGA
South Central Section, PGA
South Florida Section, PGA
South Texas Section, PGA
Tennessee Section, PGA



Proposed Equipment and Accessories

2021 Yamaha Drive² QuietTech EFI (Fleet) Golf Car

Standard Vehicle Equipment

Description

Yamaha-Built 357 cc EFI Gas Engine
QuietTech System, Complete w/ Fully-Independent Rear Suspension
TruTrack II Fully-Independent, Automotive-Style Front Suspension
HybriCore Chassis
Removable Modular Body Panels
Sentry Wraparound Protection System w/ 5 MPH-Rated Bumpers
Rack-and-Pinion Steering and Drum Brakes
Enhanced Automotive-Style Dash
ClimaGuard Top with Dual Rain Gutters



Installed Options

Description

(2) Single Sand Bottle w/ Handle
Custom Club Logo on Front of Car
Adhesive Information Holder
Polycarbonate Clear, Hinged Windshield
Color-Matched Custom Number Decals (2 per car)
Wheel Covers (4)
USB Charging Ports

DRIVE²



Proposed Equipment and Accessories

2021 Yamaha UMAX TWO EFI Utility Vehicle

Standard Vehicle Equipment

(1) Description

Yamaha-Built 402 cc EFI Gas Engine
TruTrack II Fully-Independent, Automotive-Style Front Suspension
Swing arm with DUAL RATE coil springs over hydraulic shock absorbers
HybriCore Chassis
Self-compensating double reduction helical rack-and-pinion steering
Self-adjusting mechanical, rear-wheel drum brakes
Cargo Bed Dimensions: 41" x 46" x 12"
800 lb cargo bed load capacity
20" tires



Installed Options

Description

Brush Guard
Fender Flares
USB Ports
In-Dash Fuel Gauge / Hour Meter





Proposed Equipment and Accessories

2019 Yamaha UMAX ONE EFI Range Picker

Standard Vehicle Equipment

(1) Description

Yamaha-Built 402 cc EFI Gas Engine
TruTrack II Fully-Independent, Automotive-Style Front Suspension
Swing arm with DUAL RATE coil springs over hydraulic shock absorbers
HybriCore Chassis
Self-compensating double reduction helical rack-and-pinion steering
Self-adjusting mechanical, rear-wheel drum brakes
Cargo Bed Dimensions: 33.2" x 45.9" x 11.9"
300 lb cargo bed load capacity
20" tires



Installed Options

Description

Universal Picker Adapter
Steel Range Cage
USB Ports
In-Dash Fuel Gauge / Hour Meter



YAMATRACK

BACK OFFICE

- Manage your tee sheet in the clubhouse, in the cloud, or wherever you choose.
- Manage your entire operation, including the golf shop, cart barn, restaurant, and maintenance building from your favorite mobile device with our web-based system.
- Integrated leasing with Yamaha's in-house financing, enabling a seamless transaction.
- Built-in point of sale system allows you to manage your customer's information and inventory easily.

CAR CONTROL

- Set geo-fence zones to control speed and car location on the golf course (DC only)
- Use the shutdown feature to prevent losses by day, and the lockdown feature for better security overnight (DC only).
- Monitor amp hours and car battery conditions automatically to improve fleet rotation and maximize battery life (DC only).
- Monitor pace of play to assist with scheduling rounds and optimize marshal activity.

PLAYER APP

If you have a Yamaha fleet, then we've already built your mobile app for you. Activating the app for your course is easy and convenient, and the mobile-based software allows your players to navigate their round no matter where they are on the course or in the game. The YamaTrack Player App assures player support is just around the corner, so they can spend more energy on their game.

Customize your golf course's mobile player app with your unique club logo.

Accurate course diagrams and the GPS Precise Distance to Pin feature enables players to gauge their shots for more holes-in-one than ever before.

Food and beverage ordering from the course means a satisfying meal or refreshing beverage is never far away.





Limited 4-Year Warranty for Drive² Golf Car

Yamaha Golf-Car Company hereby warrants that any new Yamaha DRIVE² Gas or DRIVE² Electric golf car purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for FOUR years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts		Electric Car (DC or AC motor) Specific	
Frame	Limited Lifetime to Original Owner	Battery - Trojan ' T875 ' <u>with</u> HydroLink Watering System	4 Years or 25,000 amp-hours whichever comes first *Detailed condition on the next page
Transaxle	4 Years	Electric Motor	4 Years
Pedals	3 Years	Motor Controller / Charger	4 Years
Brakes (excluding shoes / pads)	4 Years	Charger Cord	4 Years
Electrical wires, switches, and relays	3 Years	Charger Receptacle	4 Years
Suspension / Steering components	4 Years	Throttle Position Sensor	2 Years
Seats	2 Years	GAS Car (Quietech and Carb) specific	
Sun Top	4 Years	Exhaust / Intake / Generator	4 Years
Bumpers / Body Parts	3 Years	Gas Engine	4 Years
Floor Mats	2 Years	Throttle Cables / Controls	3 Years
Scorecard Holders	2 Years	Battery	1 Years
Bag Carrier	3 Years	Clutch (excluding drive belt)	4 Years
Common Accessories			
Windshield	3 Years	All Remaining Parts	1 Years
Sand Bottle / Sand Bottle / Cooler	3 Years		
Information Holder / Bag Cover	3 Years		

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not only apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary, from state to state.

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)



Limited 2-Year Warranty for Transportation and Utility Vehicles

Yamaha Golf-Car Company hereby warrants that any new Yamaha utility vehicle or any multi passenger cars or specialty vehicles purchased from Yamaha, or an Authorized Dealer or Distributor in the United States will be free from defects in material and workmanship for TWO years from date of purchase, subject to the stated limitations. DURING THE PERIOD OF WARRANTY, any authorized Yamaha golf car service technician, dealer, or distributor will, free of charge, repair or replace, at Yamaha's option, any part adjudged defective by Yamaha due to faulty workmanship or material from the factory. Parts used in warranty repairs will be warranted for the balance of the vehicle's warranty period. All parts replaced under warranty become property of Yamaha Golf-Car Company.

Common Parts		Electric Car Specific	
Frame	2 Years	Battery - Trojan ' T875 ' <u>without</u> HydroLink Watering System	4 Years or 23,500 amp-hours whichever comes first *Detailed condition on the next page
Transaxle	2 Years		
Pedals	2 Years	Electric Motor	2 Years
Brakes (excluding shoes / pads)	2 Years	Motor Controller / Charger	2 Years
Electrical wires, switches, and relays	2 Years	Charger Cord	2 Years
Suspension / Steering components	2 Years	Charger Receptacle	2 Years
Seats	2 Years	Throttle Position Sensor	2 Years
Sun Top	2 Years	GAS Car specific	
Bumpers / Body Parts	2 Years	Exhaust / Intake / Generator	2 Years
Floor Mats	2 Years	Gas Engine	2 Years
Scorecard Holders	2 Years	Throttle Cables / Controls	2 Years
Bag Carrier	2 Years	Battery	1 Years
Common Accessories		Clutch (excluding drive belt)	2 Years
Windshield	3 Years		
Head Light	2 Years		
Tail Light	2 Years	All Remaining Parts	1 years

EXCLUSIONS from this Warranty shall include any failures caused by:

- Abnormal strain, neglect, or abuse, including lack of proper maintenance, and use contrary to the Owner's Manual instructions.
- Accident or collision damage.
- Installation of parts or accessories that are not original equipment.
- Fading, rust, or deterioration due to exposure or ordinary wear and tear.
- Modifications or alterations that affect the car's condition, operation, performance, or durability, or which makes the car serve a purpose other than use as a two-person, golf course vehicle.
- Damage due to improper transportation.
- Acts of God, i.e. lightning, hail damage, flooding, fire, etc.

This Limited Warranty does not cover any parts replaced due to normal wear or routine maintenance, including oil and air filter elements, brake shoes, tire wear, spark plugs, starter and clutch drive belts. Any charges incurred in transporting a golf car or charger to and from an authorized Yamaha golf car dealer for service or in performing field service are also excluded from this warranty. Gasoline powered golf car starting batteries on vehicles equipped with a golf course GPS device, or any other device with a parasitic current draw, unless the vehicle is equipped from the factory with an optional deep cycle starting battery, are also excluded from this warranty.

THE CUSTOMER'S RESPONSIBILITY under this warranty shall be to operate and maintain the golf car and charger as specified in the appropriate Owner's/Operator's Manual, and give notice to an authorized Yamaha golf car dealer of any and all apparent defects within ten (10) days after discovery, and make the vehicle or charger available at that time for inspection and repairs by the dealer's authorized representative.

WARRANTY TRANSFER: Any transfer of warranty must take place within the first three years of the original in-service date of the vehicle. The vehicle must be re-registered by an authorized Yamaha Golf-Car Dealer within 30 days of transfer. A fee may be charged for the transfer of the warranty.

Yamaha Golf-Car Company makes no other warranty of any kind, expressed or implied. All implied warranties of merchantability and fitness of merchantability and fitness for a particular purpose which exceed the obligations and time limits stated in this warranty are hereby disclaimed by Yamaha Golf-Car Company and excluded from this Warranty. Some states do not allow limitations on how long implied warranty lasts, so the above limitation may not only apply to you. Also excluded from this Warranty is any incidental or consequential damages including loss of use. Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above exclusion may not apply to you. This Warranty give you specific legal rights, and you may also have other rights, which vary, from state to state.

I have read and agree to the above conditions set forth in the Golf-Car Warranty _____ (Initial)



Service Details

Yamaha Golf-Car Company's factory-supported service is the clear leader in the industry. Factory-supported dealers' and technicians' vehicles are fully equipped with the parts and tools necessary to provide on-site repairs and get your golf car back out on the course in the event that it should become disabled. Our service providers are trained extensively on the mechanical aspects of Yamaha golf cars and are routinely re-trained throughout the course of their tenure. The timely response and attentive manner of our service providers are two key factors in the success and customer satisfaction that we have been able to achieve at Yamaha.

The service provider for Freeport Golf Course is Action Buggies. Action has been with Yamaha for many years and has received countless positive reviews from the customers he services. His goal is to be your partner and look out for the best interests of your fleet and your Club, while minimizing your down time. For your convenience, their contact information is listed below.

Please refer to your owner's manual for maintenance requirements and recommended service intervals. For further reference, a quick service check guide is included on the following page with tips to ensure your fleet runs as expected.

Factory Service Provider

Action Buggies
(936) 856-8309
matt@gobuggies.com





Equipment Maintenance Schedule

While Yamaha Golf-Car Company maintains a network of reliable service providers that are willing and able to assist you at any time, the following are best practices that will ensure that your golf car fleet stays in optimum working condition, cutting down on the need of service assistance:

Daily Safety Checklist:

- Visually inspect all equipment for damage. Be sure all nuts, bolts, and screws are tight.
- Insure that all warning and instruction labels are on equipment and in good condition.
- Check equipment for proper and safe operation.
- Maintain a proper tire pressure of 18 psi for gas cars, and 22 psi for electric cars.
- Check drive unit, transmission, engine, and fuel system (gasoline equipment) for leaks.

Daily Performance Inspection:

- *Forward/Reverse Switch:* Check for proper operation.
- *Brakes:* Be sure brakes function properly.
- *Parking Brake:* When latched, the parking brake should lock the wheels and hold the vehicle stationary.
- *Reverse Buzzer:* The reverse buzzer will sound as a warning when the forward/reverse handle or switch is in the reverse position.

Daily Maintenance:

- Remove trash from bag well, floorboard, dash compartment, and drink holders.
- Wash exterior of equipment, including seats and bag well. Do not pressure wash.
- Wash engine compartment. Avoid all electrical components and connections. Do not pressure wash.
- Keep equipment clean with damp cloth.
- Change or repair flat tires.
- *Fuel:* Check fuel level.
- *Engine:* Check for proper engine oil level.
- *Battery:* Check battery post; wires should be tight and free of corrosion, and battery should be fully charged.

Monthly Maintenance:

- *Engine:* Check engine cooling air intake; clean if necessary. Visually inspect the unshrouded area around the engine exhaust for grass and debris; clean if necessary.
- *Tires:* Check air pressure and adjust as necessary.

I have read and understand the above Equipment Maintenance Schedule _____ (Initial)



Terms and Conditions for Returning Vehicles or Trades

Sole Responsibility, if applicable:

Freeport Golf Course agrees to accept sole responsibility for any loss or damage to its returned cars beyond ordinary wear due to normal use. The returned cars must meet the following conditions:

- 1.) All cars must be free of all liens and encumbrances.
- 2.) All cars must be capable of running at least nine (9) holes of golf.
- 3.) All cars must be the same quantity and year model as originally evaluated.
- 4.) All cars must be clean, and free of trash, scorecards, pencils, tees, etc.
- 5.) All cars must have a working charger.
- 6.) All cars must have four (4) serviceable tires that retain proper air pressure.
- 7.) All cars must steer properly in all directions.
- 8.) All batteries must be free of corrosion, and properly filled with water.

Furthermore, Freeport Golf Course understands and agrees to further charges being assessed if the below conditions are found upon Yamaha Golf-Car Company's inspection of the returned cars:

- 1.) Severely damaged or missing chargers
- 2.) Inoperable cars
- 3.) Minor damage (damage to bodies, bumpers, or seats)
- 4.) Major damage (frame damage, wrecked cars, etc.)

I have read and agree to the above terms and conditions for returning vehicles and/or trades _____ (Initial)



Proposal Details and Acceptance

Golf Car Pricing:

Unit	Qty.	Term	Car/Month	Lease/Month	Roll-Out
Quietech Fleet Cars	60	50 Months	\$82.00	\$4,920.00	42 Months
UMax Two	3	50 Months	\$175.00	\$525.00	42 Months
UMax One Range Unit	1	50 Months	\$195.00	\$195.00	42 Months
Total				\$5,640.00	

- Early Roll Option:

Upon entering into the last year of the lease with Yamaha Commercial Customer Finance, if all terms and conditions of the lease have been satisfactorily met, Yamaha Golf-Car Company will grant customer the option of rolling into a new fleet of Yamaha golf cars. The new agreement must be with Yamaha Commercial Customer Finance and will be subject to their credit approval process. The new payment will be based upon current fleet condition, product pricing, and interest rates at that time.

The preceding quotation does not include any applicable taxes or insurance and is subject to the final approval of Yamaha Commercial Customer Finance and Yamaha Golf-Car Company; additional documentation to follow. **All prices listed above are subject to change without notice**

This quotation is valid for 7 days and is subject to change beyond that date. Furthermore, this proposal constitutes the entire understanding and agreement amongst the parties, whether oral or in writing. Neither party has made any further representations or promises to the other with respect to the subject matter of this agreement, except as set forth in this agreement. This agreement supersedes any previous agreements made between parties and is confidential in nature.

If this proposal is acceptable under the above terms, please sign and date below:

Accepted by: _____ Date: _____

City of Freeport

Accepted by:  Date: 3/26/2024

Yamaha District Sales Manager

Accepted by: _____ Date: _____

Yamaha Regional Sales Manager



Notes



City Council Agenda Item #[4.B]

Title: Consideration and possible action approving placement and use of a mobile office at the 1000 Block of West Second and South Velasco.

Date: October 7, 2024

From: Shelby Araujo, Building Director

Staff Recommendation: Is to approve the placement of a mobile office

Item Summary: The owner is requesting to place a temporary mobile office for the waterway remediation at the 1000 Block of West Second St. and S Velasco

Background Information: The owner is requesting the mobile office due to the request of GLO. The owner is required to remove existing pilings from damaged/demolished docks in waterway.

Special Considerations: Permits will be purchased for a 100 amp service and plumbing.

Financial Impact: None

Board or 3rd Party Recommendation: None

Supporting Documentation:
None



City Council Agenda Item #[4.C]

Title: Consideration and possible action approving the contract with Ameresco for the implementation of an advanced metering infrastructure system and meter replacement project under Local Government Code 302.

Date: October 7, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends approval

Item Summary: The City of Freeport staff has been looking for a solution to address the challenges associated with aging water meters and monthly manual water meter reading process.

Background Information: Using TIPS cooperative, the City selected and signed a project development agreement (PDA) with Ameresco in February 2024 under a process called Performance Contracting (PC). PC is enabled through TX Local Government Code 302 and allows cities to implement capital intensive improvements utilizing energy and operational savings and revenue increases from inaccurate meters to offset the cost of the improvements--and its guaranteed. As part of the PDA, Ameresco's scope of work included evaluation, design and development of solutions for the above-mentioned areas. As detailed audit, including site visits, meter testing, utility database analysis, and technology evaluation of technology, cost, and overall solution design, the scope and pricing were developed. All aspects of the turn-key solution and implementation are covered; ie engineering design, selection and bidding of technologies and products, installation, software integration, data conversion and transfer, permits, training, and commissioning. Through the Performance Contracting process, Ameresco guarantees the accuracy of the meters (which ensures capturing the loss of revenue from meter inaccuracies). If the guarantees are not met, Ameresco will write a check for the shortfalls or replace failed equipment. A 3rd party licensed professional engineer in Texas validated and reviewed the calculations and the guarantee.

Special Considerations: If approved, the contract will only be validated after financing has been secured and a Notice to Proceed has been issued.

Financial Impact: Turnkey Project Cost - \$3,480,210.00

O & M Cost Savings - \$93,000.00/yr

Capture of lost water and unaccounted for revenues due to inaccurate meters = over \$305,000.00 (in year 1)

Staff is receiving loan offers and terms in the amount of \$3,500,000



Board or 3rd Party Recommendation: NA

Supporting Documentation:

None



City Council Agenda Item #[4.D]

Title: Consideration and possible action to ratify the contract between the City of Freeport and the U.S. Department of Energy.

Date: October 7, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff Recommends the ratification of the contract.

Item Summary: The U.S. Department of Energy has brought forward a ten-year contract in which the City provides their Strategic Petroleum Reserve Project water only services. This contract was signed by the City Manager on September 19, 2024. The federal government needed the contract signed before October 1, 2024 in order to have the contract funded. This contract was reviewed and approved by the City Attorney.

Background Information: The U.S. Department of Energy had a ten-year contract with the City to provide water only service to their Bryan Mound facility. The City Council approved an extension of the contract on August 19, 2024, to expire on September 30, 2024, and to extend the current ten-year contract. The U.S. Department provided a new ten-year contract. The U.S. Department of Energy pays the full-rates for-outside the City limits commercial customer.

Special Considerations: N/A

Financial Impact: They pay current rates and their expected charges are already included in the water revenue for FY2024-2025.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Executed Contract

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS <i>OFFEROR TO COMPLETE BLOCKS 12, 17, 23, 24, & 30</i>				1. REQUISITION NUMBER 24CR000414		PAGE OF 1 16	
2. CONTRACT NO. 89243524CCR000067			3. AWARD/ EFFECTIVE DATE 10/01/2024		4. ORDER NUMBER		5. SOLICITATION NUMBER
							6. SOLICITATION ISSUE DATE 08/13/2024
7. FOR SOLICITATION INFORMATION CALL:		a. NAME Bennetta Hamilton			b. TELEPHONE NUMBER (No collect calls) 504-734-4813		8. OFFER DUE DATE/LOCAL TIME
9. ISSUED BY Strategic Petroleum Reserve Project SPRO U.S. Department of Energy 900 Commerce Road East US 492 New Orleans LA 70123			CODE 892435		10. THIS ACQUISITION IS ☒ UNRESTRICTED OR ☐ SET ASIDE: % FOR: ☐ SMALL BUSINESS ☐ HUBZONE SMALL BUSINESS ☐ SERVICE-DISABLED VETERAN-OWNED SMALL BUSINESS (SDVOSB) ☐ WOMEN-OWNED SMALL BUSINESS (WOSB) ☐ ECONOMICALLY DISADVANTAGED WOMEN-OWNED SMALL BUSINESS (EDWOSB) NORTH AMERICAN INDUSTRY CLASSIFICATION STANDARD (NAICS): 221310 SIZE STANDARD: \$41		
11. DELIVERY FOR FREE ON BOARD (FOB) DESTINATION UNLESS BLOCK IS MARKED ☒ SEE SCHEDULE		12. DISCOUNT TERMS NET 30		13a. THIS CONTRACT IS A RATED ORDER UNDER THE DEFENSE PRIORITIES AND ALLOCATIONS SYSTEM - DPAS (15 CFR 700)		13b. RATING	
						14. METHOD OF SOLICITATION ☐ REQUEST FOR QUOTE (RFQ) ☐ INVITATION FOR BID (IFB) ☐ REQUEST FOR PROPOSAL (RFP)	
15. DELIVER TO See Schedule			CODE 01601		16. ADMINISTERED BY See Schedule		
17a. CONTRACTOR/ OFFEROR CITY OF FREEPORT Attn: Lance Petty 1201 N Avenue H Freeport TX 775413967 TELEPHONE NO. 9798710115			CODE YXPBGDAKHRF9 FACILITY CODE		18a. PAYMENT WILL BE MADE BY OR for SPRO U.S. Department of Energy Oak Ridge Financial Services Center P.O.Box 6017 Oak Ridge TN 37831		
					CODE 00517		
☐ 17b. CHECK IF REMITTANCE IS DIFFERENT AND PUT SUCH ADDRESS IN OFFER				18b. SUBMIT INVOICES TO ADDRESS SHOWN IN BLOCK 18a UNLESS BLOCK BELOW IS CHECKED ☐ SEE ADDENDUM			
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES			21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	ADMINISTERED BY: SPRO U.S. Department of Energy SPRO 900 Commerce Road East US 492 New Orleans LA 70123 US DELIVER TO: SPRO U.S. Department of Energy SPRO Continued ... <i>(Use Reverse and/or Attach Additional Sheets as Necessary)</i>						
25. ACCOUNTING AND APPROPRIATION DATA 00400-2024-37-450204-23320-1610834-0000000-0000000-0451812						26. TOTAL AWARD AMOUNT (For Government Use Only) \$1,300,000.00	
☐ 27a. SOLICITATION INCORPORATES BY REFERENCE (FEDERAL ACQUISITION REGULATION) FAR 52.212-1, 52.212-4, FAR 52.212-3 AND 52.212-5 ARE ATTACHED. ADDENDA ☐ ARE ☐ ARE NOT ATTACHED.							
☒ 27b. CONTRACT/PURCHASE ORDER INCORPORATES BY REFERENCE FAR 52.212-4, FAR 52.212-5 IS ATTACHED. ADDENDA ☒ ARE ☐ ARE NOT ATTACHED.							
☐ 28. CONTRACTOR IS REQUIRED TO SIGN THIS DOCUMENT AND RETURN COPIES TO ISSUING OFFICE. CONTRACTOR AGREES TO FURNISH AND DELIVER ALL ITEMS SET FORTH OR OTHERWISE IDENTIFIED ABOVE AND ON ANY ADDITIONAL SHEETS SUBJECT TO THE TERMS AND CONDITIONS SPECIFIED.				☒ 29. AWARD OF CONTRACT: REFERENCE _____ OFFER DATED _____. YOUR OFFER ON SOLICITATION (BLOCK 5), INCLUDING ANY ADDITIONS OR CHANGES WHICH ARE SET FORTH HEREIN, IS ACCEPTED AS TO ITEMS:			
30a. SIGNATURE OF OFFEROR/CONTRACTOR				31a. UNITED STATES OF AMERICA (SIGNATURE OF CONTRACTING OFFICER) Digitally signed by MARY ROARK Date: 2024.09.19 09:30:18 -05'00'			
30b. NAME AND TITLE OF SIGNER (Type or print) Lance Petty			30c. DATE SIGNED 9/19/24		31b. NAME OF CONTRACTING OFFICER (Type or print) Mary C. Roark		31c. DATE SIGNED 09/19/2024

AUTHORIZED FOR LOCAL REPRODUCTION
PREVIOUS EDITION IS NOT USABLE

STANDARD FORM 1449 (REV. 11/2021)
Prescribed by GSA - FAR (48 CFR) 53.212

19. ITEM NO.	20. SCHEDULE OF SUPPLIES/SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
00001	900 Commerce Road East US 492 New Orleans LA 70123 UEI: YXPGDGAKHRF9 Fund: 00400 Appr Year: 2024 Allottee: 37 Report Entity: 450204 Object Class: 23320 Program: 1610834 Project: 0000000 WFO: 0000000 Local Use: 0451812 Period of Performance: 10/01/2024 to 09/30/2034 BM Potable Water Contract - City of Freeport Potable water service and emergency stand-by water service for Department of Energy, Bryan Mound site, 1900 County Road 242A, Freeport, TX 77541 for a period of 10 years. Estimate Per month - Metered and Emergency Water Supply - 0- 2,000 gallons @ \$388.76, 3,000 and up - \$18.15 per thousand gallons, estimate per month \$10,835.00. See Attachment 1 City of Freeport Rate Schedule. Obligated Amount: \$1,300,000.00 Embedded Lease: No Invoice Procedures Continued ...				1,300,000.00

32a. QUANTITY IN COLUMN 21 HAS BEEN

☐ RECEIVED ☐ INSPECTED ☐ ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____

32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE	
33. SHIP NUMBER	34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR	36. PAYMENT	37. CHECK NUMBER
☐ PARTIAL ☐ FINAL			☐ COMPLETE ☐ PARTIAL ☐ FINAL	
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY		
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT			42a. RECEIVED BY (Print)	
41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER			42b. RECEIVED AT (Location)	
			42c. DATE REC'D (YY/MM/DD)	42d. TOTAL CONTAINERS

CONTINUATION SHEET

REFERENCE NO. OF DOCUMENT BEING CONTINUED

89243524CCR000067

PAGE OF

3

16

NAME OF OFFEROR OR CONTRACTOR

CITY OF FREEPORT

ITEM NO. (A)	SUPPLIES/SERVICES (B)	QUANTITY (C)	UNIT (D)	UNIT PRICE (E)	AMOUNT (F)
	ORIGINAL invoices are to be submitted to the Department of Energy's Oak Ridge Financial Service Center using the Vendor Inquiry Payment Electronic Reporting System (VIPERS) at https://vipers.oro.doe.gov/. For questions concerning VIPERS, please contact the VIPERS helpdesk at (855)384-7377 or e-mail VipersSupport@science.doe.gov. Questions contact James Phillipp at James.Phillipp@spr.doe.gov, 504-734-4537.				

Section SOW - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT	4
Section 2 - Section 2	5
52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)	5
52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)	5
52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)	5
52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)	6
52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023)	6
52.241-2 ORDER OF PRECEDENCE - UTILITIES. (FEB 1995)	6
52.241-4 CHANGE IN CLASS OF SERVICE. (FEB 1995)	6
52.241-5 CONTRACTOR'S FACILITIES. (FEB 1995)	6
Section 4 - Section 4	6
52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (MAY 2024)	6
52.241-3 SCOPE AND DURATION OF CONTRACT. (FEB 1995)	14
52.241-6 SERVICE PROVISIONS. (FEB 1995)	15
52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES. (FEB 1995)	16
52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)	16

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

I. General

A. The City of Freeport Water Department in Freeport, Texas, shall supply the monthly potable water service to the Strategic Petroleum Reserve (SPR) Bryan Mound site for a period not to exceed ten (10) years from October 1, 2024, through September 30, 2034.

II. Location

A. The SPR Bryan Mound site is located approximately two miles south of the city of Freeport, in Brazoria County, Texas. The physical site address is: 1900 County Road 242A, Freeport, TX 77541.

III. Performance Requirements

A. The potable water supplied to the SPR Bryan Mound site shall comply with the Drinking Water Standards Governing Drinking Water Quality and Reporting Requirements for Public Water Systems, 30 TAC Chapter 290, Subchapter F, RG-346, Revised March 2017, Texas Commission on Environmental Quality, Water Supply Division.

B. The Freeport public water system supplying water to the SPR Bryan Mound site shall be designed, operated and maintained in accordance with the Rules and Regulations for Public Water Systems, 30 TAC Chapter 290, Subchapter D, RG-195, Revised December 2023, Texas Commission on Environmental Quality, Water Supply Division.

C. The City of Freeport Water Department shall provide the SPR Bryan Mound site with annual consumer confidence reports in accordance with the requirements of 30 TAC Chapter 290 Subchapter H, Revised March 2017.

D. The City of Freeport Water Department shall be capable of supplying the following quantities of potable water to the SPR Bryan Mound site:

- Average monthly consumption = 500,000 gallons
- Average daily consumption = 16,450 gallons
- Maximum daily consumption = 65,000 gallons

Section 2 - Section 2

52.204-13 SYSTEM FOR AWARD MANAGEMENT MAINTENANCE. (OCT 2018)

52.204-16 COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING. (AUG 2020)

52.204-18 COMMERCIAL AND GOVERNMENT ENTITY CODE MAINTENANCE. (AUG 2020)

52.204-21 BASIC SAFEGUARDING OF COVERED CONTRACTOR INFORMATION SYSTEMS. (NOV 2021)

52.212-4 CONTRACT TERMS AND CONDITIONS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (NOV 2023)

52.241-2 ORDER OF PRECEDENCE - UTILITIES. (FEB 1995)

52.241-4 CHANGE IN CLASS OF SERVICE. (FEB 1995)

52.241-5 CONTRACTOR'S FACILITIES. (FEB 1995)

Section 4 - Section 4

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS - COMMERCIAL PRODUCTS AND COMMERCIAL SERVICES. (MAY 2024)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

(1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (NOV 2015).

(5) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801).

(6) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(7) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services:

[Contracting Officer check as appropriate.]

[X] (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (JUN 2020), with Alternate I (NOV 2021) (41 U.S.C. 4704 and 10 U.S.C. 4655).

[] (2) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

[] (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (JUN 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)

[X] (4) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712); this clause does not apply to contracts of DoD, NASA, the Coast Guard, or applicable elements of the intelligence community-see FAR 3.900(a).

[X] (5) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (JUN 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).

[] (6) [Reserved]

[X] (7) 52.204-14, Service Contract Reporting Requirements (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[] (8) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (OCT 2016) (Pub. L. 111-117, section 743 of Div. C).

[X] (9) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

[] (10) 52.204-28, Federal Acquisition Supply Chain Security Act Orders-Federal Supply Schedules, Governmentwide Acquisition Contracts, and Multi-Agency Contracts. (DEC 2023) (Pub. L. 115-390, title II).

[] (11)(i) 52.204-30, Federal Acquisition Supply Chain Security Act Orders- Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

[] (ii) Alternate I (DEC 2023) of 52.204-30.

[X] (12) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (NOV 2021) (31 U.S.C. 6101 note).

[] (13) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (OCT 2018) (41 U.S.C. 2313).

[] (14) [Reserved]

[] (15) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (OCT 2022) (15 U.S.C. 657a).

☐ (16) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (OCT 2022) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

☐ (17) [Reserved]

☐ (18)(i) 52.219-6, Notice of Total Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-6.

☐ (19)(i) 52.219-7, Notice of Partial Small Business Set-Aside (NOV 2020) (15 U.S.C. 644).

☐ (ii) Alternate I (MAR 2020) of 52.219-7.

☒ (20) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)).

☐ (21)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2023) (15 U.S.C. 637(d)(4)).

☐ (ii) Alternate I (NOV 2016) of 52.219-9.

☐ (iii) Alternate II (NOV 2016) of 52.219-9.

☐ (iv) Alternate III (JUN 2020) of 52.219-9.

☐ (v) Alternate IV (SEP 2023) of 52.219-9.

☐ (22)(i) 52.219-13, Notice of Set-Aside of Orders (MAR 2020) (15 U.S.C. 644(r)).

☐ (ii) Alternate I (MAR 2020) of 52.219-13.

☐ (23) 52.219-14, Limitations on Subcontracting (OCT 2022) (15 U.S.C. 657s).

☐ (24) 52.219-16, Liquidated Damages- Subcontracting Plan (SEP 2021) (15 U.S.C. 637(d)(4)(F)(i)).

☐ (25) 52.219-27, Notice of Set-Aside for, or Sole-Source Award to, Service-Disabled Veteran-Owned Small Business (SDVOSB) Concerns Eligible Under the SDVOSB Program (FEB 2024) (15 U.S.C. 657f).

☐ (26)(i) 52.219-28, Post-Award Small Business Program Rerepresentation (FEB 2024) (15 U.S.C. 632(a)(2)).

☐ (ii) Alternate I (MAR 2020) of 52.219-28.

☐ (27) 52.219-29, Notice of Set-Aside for, or Sole-Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (OCT 2022) (15 U.S.C. 637(m)).

[] (28) 52.219-30, Notice of Set-Aside for, or Sole-Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (OCT 2022) (15 U.S.C. 637(m)).

[] (29) 52.219-32, Orders Issued Directly Under Small Business Reserves (MAR 2020) (15 U.S.C. 644(r)).

[] (30) 52.219-33, Nonmanufacturer Rule (SEP 2021) (15 U.S.C. 657s).

[X] (31) 52.222-3, Convict Labor (JUN 2003) (E.O. 11755).

[X] (32) 52.222-19, Child Labor- Cooperation with Authorities and Remedies (FEB 2024) (E.O. 13126).

[X] (33) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

[X] (34)(i) 52.222-26, Equal Opportunity (SEPT 2016) (E.O. 11246).

[] (ii) Alternate I (FEB 1999) of 52.222-26.

[X] (35)(i) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

[] (ii) Alternate I (JULY 2014) of 52.222-35.

[X] (36)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

[] (ii) Alternate I (JULY 2014) of 52.222-36.

[X] (37) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

[X] (38) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496).

[X] (39)(i) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[] (ii) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

[] (40) 52.222-54, Employment Eligibility Verification (MAY 2022). (E. O. 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial products or commercial services as prescribed in FAR 22.1803.)

[] (41)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (MAY 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (ii) Alternate I (MAY 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)

[] (42) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (MAY 2024) (42 U.S.C. 7671, *et seq.*).

[] (43) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (MAY 2024) (42 U.S.C. 7671, *et seq.*).

[] (44) 52.223-20, Aerosols (MAY 2024) (42 U.S.C. 7671, *et seq.*).

[] (45) 52.223-21, Foams (MAY 2024) (42 U.S.C. 7671, *et seq.*).

[] (46) 52.223-23, Sustainable Products and Services (MAY 2024) (E.O. 14057, 7 U.S.C. 8102, 42 U.S.C. 6962, 42 U.S.C. 8259b, and 42 U.S.C. 7671l).

[] (47)(i) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

[] (ii) Alternate I (JAN 2017) of 52.224-3.

[] (48)(i) 52.225-1, Buy American- Supplies (OCT 2022)) (41 U.S.C. chapter 83).

[] (ii) Alternate I (OCT 2022) of 52.225-1.

[] (49)(i) 52.225-3, Buy American-Free Trade Agreements-Israeli Trade Act (NOV 2023) (19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, 19 U.S.C. chapter 29 (sections 4501-4732), Public Law 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).

[] (ii) Alternate I [Reserved].

[] (iii) Alternate II (DEC 2022) of 52.225-3.

[] (iv) Alternate III (FEB 2024) of 52.225-3.

[] (v) Alternate IV (OCT 2022) of 52.225-3.

[] (50) 52.225-5, Trade Agreements (NOV 2023) (19 U.S.C. 2501, *et seq.*, 19 U.S.C. 3301 note).

[X] (51) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2021) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).

[] (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

[] (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (NOV 2007) (42 U.S.C. 5150).

[] (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (NOV 2007) (42 U.S.C. 5150).

[X] (55) 52.226-8, Encouraging Contractor Policies to Ban Text Messaging While Driving (May 2024) (E.O. 13513).

[] (56) 52.229-12, Tax on Certain Foreign Procurements (FEB 2021).

[] (57) 52.232-29, Terms for Financing of Purchases of Commercial Products and Commercial Services (NOV 2021) (41 U.S.C.4505, 10 U.S.C. 3805).

[] (58) 52.232-30, Installment Payments for Commercial Products and Commercial Services (NOV 2021) (41 U.S.C. 4505, 10 U.S.C. 3805).

[X] (59) 52.232-33, Payment by Electronic Funds Transfer-System for Award Management (OCT 2018) (31 U.S.C. 3332).

[] (60) 52.232-34, Payment by Electronic Funds Transfer-Other than System for Award Management (JUL 2013) (31 U.S.C. 3332).

[] (61) 52.232-36, Payment by Third Party (MAY 2014) (31 U.S.C. 3332).

[] (62) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

[] (63) 52.242-5, Payments to Small Business Subcontractors (JAN 2017)(15 U.S.C. 637(d)(13)).

[] (64)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631).

[] (ii) Alternate I (Apr 2003) of 52.247-64.

[] (iii) Alternate II (NOV 2021) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial products and commercial services: *[Contracting Officer check as appropriate.]*

[] (1) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

[] (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (AUG 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).

[] (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (MAY 2014) (29 U.S.C 206 and 41 U.S.C. chapter 67).

[] (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

[] (7) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

[] (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

[] (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record.* The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract, and does not contain the clause at 52.215-2, Audit and Records - Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1), in a subcontract for commercial products or commercial services. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause-

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (NOV 2021) (41 U.S.C. 3509).

(ii) 52.203-17, Contractor Employee Whistleblower Rights (NOV 2023) (41 U.S.C. 4712).

(iii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (JAN 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iv) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab Covered Entities (DEC 2023) (Section 1634 of Pub. L. 115-91).

(v) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (NOV 2021) (Section 889(a)(1)(A) of Pub. L. 115-232).

(vi) 52.204-27, Prohibition on a ByteDance Covered Application (JUN 2023) (Section 102 of Division R of Pub. L. 117-328).

(vii)(A) 52.204-30, Federal Acquisition Supply Chain Security Act Orders-Prohibition. (DEC 2023) (Pub. L. 115-390, title II).

(B) Alternate I (DEC 2023) of 52.204-30.

(viii) 52.219-8, Utilization of Small Business Concerns (FEB 2024) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ix) 52.222-21, Prohibition of Segregated Facilities (APR 2015).

(x) 52.222-26, Equal Opportunity (SEP 2016) (E.O. 11246).

(xi) 52.222-35, Equal Opportunity for Veterans (JUN 2020) (38 U.S.C. 4212).

(xii) 52.222-36, Equal Opportunity for Workers with Disabilities (JUN 2020) (29 U.S.C. 793).

(xiii) 52.222-37, Employment Reports on Veterans (JUN 2020) (38 U.S.C. 4212).

(xiv) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (DEC 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xv) 52.222-41, Service Contract Labor Standards (AUG 2018) (41 U.S.C. chapter 67).

(xvi) [X] (A) 52.222-50, Combating Trafficking in Persons (NOV 2021) (22 U.S.C. chapter 78 and E.O. 13627).

[] (B) Alternate I (MAR 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).

(xvii) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xviii) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (MAY 2014) (41 U.S.C. chapter 67).

(xix) 52.222-54, Employment Eligibility Verification (MAY 2022) (E. O. 12989).

(xx) 52.222-55, Minimum Wages for Contractor Workers Under Executive Order 14026 (JAN 2022).

(xxi) 52.222-62 Paid Sick Leave Under Executive Order 13706 (JAN 2022) (E.O. 13706).

(xxii)(A) 52.224-3, Privacy Training (JAN 2017) (5 U.S.C. 552a).

(B) Alternate I (JAN 2017) of 52.224-3.

(xxiii) 52.225-26, Contractors Performing Private Security Functions Outside the United States (OCT 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. Subtitle A, Part V, Subpart G Note).

(xxiv) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (JUN 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxv) 52.232-40, Providing Accelerated Payments to Small Business Subcontractors (MAR 2023) (31 U.S.C. 3903 and 10 U.S.C. 3801). Flow down required in accordance with paragraph (c) of 52.232-40.

(xxvi) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (NOV 2021) (46 U.S.C. 55305 and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial products and commercial services a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.241-3 SCOPE AND DURATION OF CONTRACT. (FEB 1995)

(a) For the period October 1, 2024 through September 30, 2034, the Contractor agrees to furnish and the Government agrees to purchase potable water utility service in accordance with the applicable tariff(s),

rules, and regulations as approved by the applicable governing regulatory body and as set forth in the contract.

(b) It is expressly understood that neither the Contractor nor the Government is under any obligation to continue any service under the terms and conditions of this contract beyond the expiration date.

(c) The Contractor shall provide the Government with one complete set of rates, terms, and conditions of service which are in effect as of the date of this contract and any subsequently approved rates.

(d) The Contractor shall be paid at the applicable rate(s) under the tariff and the Government shall be liable for the minimum monthly charge, if any, specified in this contract commencing with the period in which service is initially furnished and continuing for the term of this contract. Any minimum monthly charge specified in this contract shall be equitably prorated for the periods in which commencement and termination of this contract become effective.

(End of clause)

52.241-6 SERVICE PROVISIONS. (FEB 1995)

(a) *Measurement of service.* (1) All service furnished by the Contractor shall be measured by suitable metering equipment of standard manufacture, to be furnished, installed, maintained, repaired, calibrated, and read by the Contractor at its expense. When more than a single meter is installed at a service location, the readings thereof may be billed conjunctively, if appropriate. In the event any meter fails to register (or registers incorrectly) the service furnished, the parties shall agree upon the length of time of meter malfunction and the quantity of service delivered during such period of time. An appropriate adjustment shall be made to the next invoice for the purpose of correcting such errors. However, any meter which registers not more than 5 percent slow or fast shall be deemed correct.

(2) The Contractor shall read all meters at periodic intervals of approximately 30 days or in accordance with the policy of the cognizant regulatory body or applicable bylaws. All billings based on meter readings of less than 30 days shall be prorated accordingly.

(b) *Meter test.* (1) The Contractor, at its expense, shall periodically inspect and test Contractor-installed meters at intervals not exceeding 5 year(s) The Government has the right to have representation during the inspection and test.

(2) At the written request of the Contracting Officer, the Contractor shall make additional tests of any or all such meters in the presence of Government representatives. The cost of such additional tests shall be borne by the Government if the percentage of errors is found to be not more than 5 percent slow or fast.

(3) No meter shall be placed in service or allowed to remain in service which has an error in registration in excess of 5 percent under normal operating conditions.

(c) *Change in volume or character.* Reasonable notice shall be given by the Contracting Officer to the Contractor regarding any material changes anticipated in the volume or characteristics of the utility service required at each location.

(d) *Continuity of service and consumption.* The Contractor shall use reasonable diligence to provide a regular and uninterrupted supply of service at each service location, but shall not be liable for damages, breach of contract or otherwise, to the Government for failure, suspension, diminution, or other variations of service occasioned by or in consequence of any cause beyond the control of the Contractor, including but not limited to acts of God or of the public enemy, fires, floods, earthquakes, or other catastrophe, strikes, or failure or breakdown of transmission or other facilities. If any such failure, suspension, diminution, or other variation of service shall aggregate more than 0 hour(s) during any billing period hereunder, an equitable adjustment shall be made in the monthly billing specified in this contract (including the minimum monthly charge).

(End of clause)

52.241-8 CHANGE IN RATES OR TERMS AND CONDITIONS OF SERVICE FOR UNREGULATED SERVICES. (FEB 1995)

- (a) This clause applies to the extent that services furnished hereunder are not subject to regulation by a regulatory body.
- (b) After 10/01/2024, either party may request a change in rates or terms and conditions of service, unless otherwise provided in this contract. Both parties agree to enter in negotiations concerning such changes upon receipt of a written request detailing the proposed changes and specifying the reasons for the proposed changes.
- (c) The effective date of any change shall be as agreed to by the parties. The Contractor agrees that throughout the life of this contract the rates so negotiated will not be in excess of published and unpublished rates charged to any other customer of the same class under similar terms and conditions of use and service.
- (d) The failure of the parties to agree upon any change after a reasonable period of time shall be a dispute under the Disputes clause of this contract.
- (e) Any changes to rates, terms, or conditions as a result of such negotiations shall be made a part of this contract by the issuance of a contract modification.

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE. (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): [_https://www.acquisition.gov](https://www.acquisition.gov)

(End of clause)

ATTACHMENT 1

THE CITY OF



FREEPORT

200 West Second St • Freeport, TX 77541

979.233.3526 • Fax 979.233.8867

Brooks Bass
Mayor

Notice of Water and Sewer Rate Increase Effective September 1, 2023 (Billed October 2023)

Tim Kelty
City Manager

Water Fees for Single-Family Residences & Multi-Family Residences						
0 to 2,000 gal.		\$18.47	Base Fee			
3,000 to 12,000 gal.		\$6.38	Per 1,000 gal.			
Over 12,000 gal.		\$8.40	Per 1,000 gal.			
Sewer Fees for Single-Family Residences & Multi-Family Residences						
0 to 2,000 gal.		\$14.03	Base Fee	3,000 to 12,000 gal.		\$4.84 Per 1,000 gal.
Water Fees for Industrial Facilities, Offices & Other Commercial Establishments Within the City						
0 to 2,000 gal.	1" meter	\$25.93	Base Fee	4" meter	\$259.55	Base Fee
	1 ½" meter	\$33.35	Base Fee	6" meter	\$388.84	Base Fee
	2" meter	\$53.66	Base Fee	8" meter	\$536.96	Base Fee
	3" meter	\$203.69	Base Fee	10" meter	\$696.07	Base Fee
3,000 to 12, 000 gal.		\$12.12	Per 1,000 gal.			
13,000 gal. and up		\$15.97	Per 1,000 gal.			
Sewer Fees for Industrial Facilities, Offices & Other Commercial Establishments						
0 to 2,000 gal.	1" meter	\$18.74	Base Fee	4" meter	\$187.33	Base Fee
	1 ½" meter	\$24.09	Base Fee	6" meter	\$281.02	Base Fee
	2" meter	\$38.82	Base Fee	8" meter	\$388.05	Base Fee
	3" meter	\$147.20	Base Fee	10" meter	\$498.77	Base Fee
3,000 to 12,000 gal.		\$10.10	Per 1,000 gal.			
13,000 gal. and up		\$14.54	Per 1,000 gal.			
Water Fees Customers Outside the Corporate Limits of the City						
0 to 2,000 gal.	1" meter	\$38.90	Base Fee	4" meter	\$388.76	Base Fee
	1 ½" meter	\$50.00	Base Fee	6" meter	\$583.13	Base Fee
	2" meter	\$80.53	Base Fee	8" meter	\$805.27	Base Fee
	3" meter	\$314.23	Base Fee	10" meter	\$1,028.75	Base Fee
3,000 gal. and up		\$18.15	Per 1,000 gal.			
Water Fees for Water-Only Service to Customers Inside the Corporate Limits of the City						
0 to 2,000 gal.	1" meter	\$37.02	Base Fee	4" meter	\$370.19	Base Fee
	1 ½" meter	\$47.61	Base Fee	6" meter	\$555.27	Base Fee
	2" meter	\$77.15	Base Fee	8" meter	\$766.79	Base Fee
	3" meter	\$290.87	Base Fee	10" meter	\$978.86	Base Fee
3,000 gal. to 12,000 gal.		\$12.77	Per 1,000 gal.			
13,000 gal. and up		\$16.85	Per 1,000 gal.			





City Council Agenda Item #[4.E]

Title: Consideration and possible action approving Resolution No. 2024-2883 amending Resolution No. 2024-2880 nominating candidates for a position on the Board of Directors of the Brazoria County Appraisal District.

Date: October 7, 2024

From: Lance Petty, City Manager

Staff Recommendation: N/A

Item Summary: Ms. Karla Clark has asked to have her name removed from the list of nominees to the Brazoria County Appraisal District Board of Directors. In order to do so, the Council would have to amend Resolution 2024-2880.

Background Information: At the September 16, 2024, City Council meeting, City Council approved Resolution 2024-2880, in which Council voted to include Karla Clark as a nominee to be placed on the ballot for the board of the Brazoria County Appraisal District.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. CAD Resolution 2024-2883
2. Resolution 2024-2880

RESOLUTION NO. 2024-2883

**A RESOLUTION OF THE CITY COUNCIL OF FREEPORT, TEXAS, AMENDING
RESOLUTION NO. 2024-2880 BY ADOPTING THIS RESOLUTION IN PLACE
THEREOF, NOMINATING CANDIDATES FOR A POSITION ON THE BOARD OF
DIRECTORS OF THE BRAZORIA COUNTY APPRAISAL DISTRICT**

WHEREAS, the City Council approved Resolution No. 2024-2880 on September 16th, 2024, nominating candidates to fill up to five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2025; and

WHEREAS, this governing body desires to revise its nominations for said candidates for positions on the Board of Directors of the Brazoria County Appraisal District;

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the Board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District.

Name & Address: _____
Name & Address: _____
Name & Address: _____
Name & Address: _____
Name & Address: _____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2024.

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

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2024-2880

**A RESOLUTION OF THE CITY COUNCIL OF FREEPORT, TEXAS NOMINATING
CANDIDATE(S) FOR A POSITION ON THE BOARD OF DIRECTORS OF THE
BRAZORIA COUNTY APPRAISAL DISTRICT**

WHEREAS, those eligible taxing units participating in the Brazoria County Appraisal District have the right and responsibility to nominate up to five candidate(s) to fill the five (5) positions of the Board of Directors of the Brazoria County Appraisal District for a term of office commencing on January 1, 2025; and

WHEREAS, this governing body desires to exercise its right to nominate the said candidate(s) for such position on said board of directors; now, therefore

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

Section 1. That the facts and recitations set forth in the preamble of this resolution be, and they are hereby, adopted, ratified, and confirmed.

Section 2. That the following individuals be, and are hereby, nominated as candidate(s) for positions on the board of directors of the Brazoria County Appraisal District to be filled by those eligible taxing units participating in the Brazoria County Appraisal District.

Name & Address: _____
Name & Address: _____
Name & Address: _____
Name & Address: _____
Name & Address: _____

Section 3. That the presiding officer of the governing body of this taxing unit be, and that he or she is hereby, authorized and directed to deliver or cause to be delivered a certified copy of this resolution to the chief appraiser of the Brazoria County Appraisal District on or before October 15, 2024.

DULY PASSED, ADOPTED AND APPROVED this the 16th day of September, 2024.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas



City Council Agenda Item #[4.F]

Title: Consideration and possible action approving Resolution No. 2024-2884 to award the City of Freeport Depository Contract to Texas Gulf Bank and allow the City Manager to sign the contract.

Date: October 7, 2024

From: Ashlee Ferguson, Finance Director

Staff Recommendation: Staff recommends awarding the depository contract to Texas Gulf Bank.

Item Summary: The City's current depository contract expires on November 30, 2024. The City went out for Request for Applications (RFA) for depository services. Texas Gulf Bank is the depository that is being recommended to award the City's depository services.

Background Information: The City has had its depository services with Texas Gulf bank for the past five years. The current contract expires on November 30, 2024. As required by statute, the City went out for RFA's for the City's depository services. Five responses were received. It was narrowed down to two banks, Texas Gulf and Third Coast Bank. The staff interviewed Third Coast Bank. Third Coast Bank is located in downtown Lake Jackson. After reviewing all the services provided, staff is recommending Texas Gulf as the City's depository. Texas Gulf is located in Freeport. They have provided excellent service over the past five years.

Special Considerations: N/A

Financial Impact: There are no charges for service and the interest revenue has been budgeted.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Freeport - Resolution -Depository Services Contract - 2024 10 07

**CITY OF FREEPORT, TEXAS
RESOLUTION NO. 2024-2884**

**A RESOLUTION OF THE CITY COUNCIL OF FREEPORT, TEXAS,
AWARDING A PRIMARY DEPOSITORY SERVICES CONTRACT TO
TEXAS GULF BANK AND AUTHORIZING LANCE PETTY, OR
DESIGNEE, TO EXECUTE ALL AGREEMENTS NECESSARY TO
IMPLEMENT THE CONTRACT.**

WHEREAS, the City is required by Chapter 105 of the Texas Local Government Code to select a primary depository for the City's funds; and

WHEREAS, the City has solicited for applications from eligible financial institutions to serve as the City's primary Depository; and

WHEREAS, the City has determined that Texas Gulf Bank has provided the most advantageous terms to the City; and

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. The above and foregoing premises are true and correct legislative findings, and they are incorporated herein and made a part hereof for all purposes.

2. The City Council hereby awards the City's primary depository contract to Texas Gulf Bank for an initial two-year term effective December 1, 2024, with the option to extend for up to three (3) additional one-year periods.

3. Lance Petty, or designee, is hereby authorized to execute all necessary agreements to establish the depository relationship.

4. If any section, paragraph, sentence, clause, phrase or word of this Resolution or the application thereof to any person or circumstance is held invalid or unconstitutional, such holding shall not affect the validity of the remaining portions of this Resolution, and the City Council hereby declares that it would have passed such portions remaining despite invalidity or unconstitutionality.

5. That this resolution, and the removal and appointment herein, shall take effective immediately from and after the date of its passage.

PASSED AND APPROVED by the City of Freeport, Texas, on **the 7th day of October 2024.**

APPROVED:

Jerry Cain, Mayor

ATTEST:

Clarisa Fernandez, City Secretary

APPROVED AS TO LEGAL FORM ONLY:

Olson & Olson, City Attorney



City Council Agenda Item #[4.G]

Title: Second Reading and Consideration and possible action approving Resolution No. 2024-2881 Local Business Improvement Grant Program.

Date: October 7, 2024

From: Robert Johnson, Economic Development Director

Staff Recommendation: Staff recommends City Council Discuss and/or act on the Resolution for the requested EDC Economic Development project for the Business Improvement Grant Program.

Item Summary: The EDC has identified the Business Improvement Grant Program as an economic development project it would like to consider for funding in the 2024-2025 fiscal year. Because of its nature, it is required to have City Council approval following two readings. This is the second of two required readings.

Background Information: 1. 2024-25 LOCAL BUSINESS IMPROVEMENT GRANT PROGRAM

The local business improvement grant program provides grant funding from the EDC under several categories including Façade Improvements, Sign Improvements, General Property improvements, Landscaping improvements, and Fire Safety equipment. Applications for these categories are accepted at any time and are considered individually as they are received. Funding for these categories is available up to \$10,000 for most funding categories found in the grant. There is also a single Mega Grant of up to \$30,000 which will be competitively offered, with one awarded per year in February. Businesses that receive the grant are reimbursed 50% of their documented and qualified expenses up to the maximum grant amount. The EDC is requesting council approval for expenditure of up to \$300,000 in the 2024-2025 fiscal year for this program.

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the city of Freeport, and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintain a higher level of employment, economic activity and stability.

Special Considerations: The EDC conducted a required public hearing with no opposition to this proposed project.

Financial Impact: Funding for these projects would come out of the Special Project line item included in the EDC fiscal year budget for projects.



Board or 3rd Party Recommendation: Following a public hearing on the issue, EDC voted to recommend approval of this project at the mentioned dollar limits.

Supporting Documentation:

1. Resolution EDC 2024-2025 Business Improvement Grant Program Project (1)
2. Grant Packet 08-08-23

RESOLUTION NO. 2024-2881

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; APPROVING AN ECONOMIC DEVELOPMENT PROJECT TO BE ENACTED BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, the Freeport Economic Development Corporation (the "EDC") is a "type B" nonprofit economic development corporation, authorized under Texas Development Corporations Act, Title 12, Section 501.001 et. seq. specifically Chapter 505 of said Act; and,

WHEREAS, the EDC's specific purpose is to sustain economic development efforts and promote business development in the City; and,

WHEREAS, the City and the EDC have made the specific findings that the EDC may pursue the development project set forth below, that said project is authorized by the Texas Development Corporation Act, and that the project promotes economic development within the City of Freeport and satisfies the requirement of serving a public purpose; and,

WHEREAS, prior to passage of this resolution, the City Council conducted two (2) public readings of this resolution, in open session of duly noticed and posted council meetings, and further finds that a duly noticed and posted public hearing was previously held by the EDC on the projects contained herein.

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

FIRST, the City Council of the City of Freeport finds that the facts recited in the preamble hereof are true.

SECOND, the City Council of the City of Freeport hereby approves the following economic development project: 2024-2025 Local Business Improvement Grant Program";

THIRD, the funds to fund the above project have been budgeted and no further authorization is required from the City Council for the EDC to implement the above project.

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

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

APPROVED:

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

David Olson, City Attorney
City of Freeport, Texas



FREEPORT

ECONOMIC DEVELOPMENT CORPORATION

Business Improvement Grant Program Guidelines and Criteria

Section 1. Purpose

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the City limits of Freeport, Texas and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability.

Section 2. Type and amount of grants

A. Façade Improvement:

Exterior front façade enhancements. Improvements may be considered if located on a corner or paralleling an internal public space such as a park, parking lot, pedestrian way, or visible from a public right-of-way.

Improvements to store facade including, but not limited to:

Exterior painting that incorporates a major visual change
(Maintenance painting does not apply.);

Significant masonry cleaning and/or restoration;

Addition of awnings (business logo & letters on awnings are acceptable);

Enhanced exterior building lighting that creates a noticeably enhanced appearance
(Replacement of current lighting that is simply repair does not enhance the appearance of the building, such as replacement of inoperable fixtures and is not included.);

Store front entry systems and individual windows and door replacement or modification (if part of an overall design restoration; general building maintenance repairs are not included);

New or restored façade elements, such as cornices, soffits, canopies, and other detail elements.

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000

B. Sign Improvement:

New signs and/or major renovations or removal of existing signs. Typically LED Signs are not approved but may be reviewed on a case-by-case basis if integrated into an overall sign.

The grant amount may be up to \$3,500 for both new and existing business.

C. Property Improvement:

Items such as, but not limited to, parking lot resurfacing, striping, driveway improvement, lighting, decorative fencing, pedestrian oriented/streetscape amenities, including street furniture, new curb and sidewalk, and related amenities, demolition and/or removal of a dilapidated structure

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000.

D. Landscaping Improvement:

Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees or palms, landscape lighting and non-living durable materials that are commonly used in landscaping such as, but not limited to, rocks, pebbles, sand, but excluding paving. (All living materials will be reviewed at 25% of the cost if irrigation is not present or will be applied)

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000.

E. Fire Suppression System Grant:

The purpose of this grant is to assist payment for purchase and installation of a sprinkler/fire suppression system as required by the Freeport Fire Marshall. The grant application must contain documentation from the applicant and the Freeport Fire Marshall containing a floorplan, a diagram of the proposed system, and the specific occupancy and use that was submitted to the Freeport Fire Marshall. If this grant is provided to a leased space, the landlord and tenant are jointly responsible to pay back the grant if the applicant fails to complete the performance requirements. Further, this grant will only be made for an active commercial business or a business that has signed a lease to begin operation of a commercial business.

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$25,000.

F. MEGA Grant:

Can be a combination of Grant Type A, C, or D or can stand alone as either. This grant will be reserved for those business that are within the defined Downtown boundaries as laid out by our Community Comprehensive Plans or at the discretion of the FEDC Board of Directors. Must provide 1 additional Job with this grant. This grant will be awarded to one (1) applicant per a fiscal year (October 1st– September 30th). Grant applications will be accepted starting October 1st and will close February 28th. Review will be held in March and notification of grant recipient will be announced by May 15th. The grant amount may be up to 50% of the cost of such improvement up to a maximum of \$30,000.

Section 3. Eligibility

- A. All business buildings and facilities located within the City at the time of adoption of these guidelines shall be eligible for this program.
- B. Any new business planning to locate within the City, or any business currently located within the city limits, shall be eligible for this program.
- C. A *business* is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make a profit.
- D. The proposed project must comply with applicable regulations, city- approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines.
- E. All applicants must be current and provide FEDC with documentation providing they are current with all Ad Valorem Taxes.
- F. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, interior remodeling, new construction, and routine maintenance of landscaping and signage (with the exception of letters/logos on new awnings).

Section 4. Guidelines

- A. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.

- B. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
- C. A business or property owner may apply for one (1) or more of the four (4) types of grants per physical location (address) set forth herein within any fiscal year (October 1 to September 30). A business that receives grant funding during a fiscal year shall not be precluded from making subsequent applications for funding in following years.
- D. The maximum amount of funding available to any one applicant, business establishment or property owner at one physical location (address) shall be \$50,000.00 per fiscal year unless applying for the mega grant.
- E. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the Freeport Economic Development Corporation Board of Directors and after the applicant submits to the FEDC proof of paid receipts for all applicable labor, materials, and permits. Digital photographs of the completed work shall also be required.
- F. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in Section 2(A), (B), (C), (D), and (E) hereof. In-kind contributions to the improvements by the applicant will not be considered as an expenditure by the applicant. Only cash expenditures by the applicant may be used in calculating the cost of improvements.
- G. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the FEDC Board of Directors. Thereafter, any modifications must first receive written approval by either the FEDC Board or the FEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- H. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- I. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- J. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the FEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- K. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the FEDC.

- L. The applicant must complete the improvement project within six (6) months of receiving written approval from the FEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the FEDC Board of Directors.
- M. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the FEDC the grant money received.
- N. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the FEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the FEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Freeport Economic Development Corporation.
- O. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the FEDC notifies the applicant of the violation.
- P. The FEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the FEDC under paragraphs M, N, and O of this Section, and in such action may recover court costs and reasonable attorney's fees.

Section 5. Application and Approval

- A. Applications must be made on a form provided by the FEDC, which form shall be made available at the FEDC offices located at 1201 North Ave. H, Freeport, TX 77541 and on the FEDC website at <https://www.freeportedc.com/> -
- B. The grant application must include:
- Request Letter describing proposed project and the need for grant funds
 - Establishment of business entity name (Copy of Article of Incorporation, dba, etc.)
 - Copy of business plan
 - Copy of Lease Agreement (if facility is leased)
 - Legal description of subject property
 - Vicinity map of subject property

- Estimates of proposed improvements. This quote shall be utilized only for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the FEDC.
 - Itemized work estimates which include details and information such as color samples of paint, fabric, sign material
 - Digital Picture of Property and the area to be improved
 - Written statement from Code Enforcement stating approval of the work to be performed.
 - Notarized Seal on Application
 - Acknowledge that a sign will be placed at your property stating FEDC – Business Improvement Grant Recipient
- C. All applications must be approved by the FEDC Board of Directors
- D. An applicant shall be notified, in writing or email, within (10) ten business days of the FEDC Board’s decision to approve or disapprove its application.
- E. The FEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the FEDC deems necessary or appropriate.
- F. The FEDC Board of Directors shall have sole discretion to accept or reject an application. Applications are submitted on a competitive basis and will be graded on but not limited to:
1. Those applicants that best match our Community Comprehensive Plans
 2. Needs of the City of Freeport and FEDC
 3. Best match for our Downtown Specific Plan
 4. Those that will be beneficial for the growth of our Freeport’s Economic Development

Section 6. Funding

- A. Upon notification to the FEDC by the applicant that a project has been completed, an inspection by a FEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the FEDC may reasonably deem necessary for determining the project’s completion.

- B. The FEDC agrees to distribute such funds to the applicant within thirty (30) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto. The Executive Director of the FEDC shall issue a letter to the FEDC Board of Directors notifying them of the funding action to be taken. A copy of such letter shall also be provided to the applicant.
- C. Within ten (10) business days following an inspection and the presentation of the receipts as provided in Section 6(A) above, and after a determination is made by the FEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.
- D. Available funding: The FEDC has budgeted \$150,000 per the current fiscal year (October 1 to September 30) to fund improvement grants. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The FEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

Section 7. Miscellaneous

- A. THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION SHALL DELIVER A COPY OF THESE GUIDELINES TO ANY APPLICANT FOR HIS/HER REVIEW AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER OF A BUSINESS IMPROVEMENT GRANT TO THE APPLICANT.
- B. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM IS HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THERE.

**ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE
GUIDELINES AND CRITERIA FOR BUSINESS IMPROVEMENT GRANT PROGRAM
BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION**

Applicant: _____

Address: _____

Phone No.: _____

Signature: _____

Property Owner/Landlord: _____

Address: _____

Phone No.: _____

Signature: _____

This acknowledgement page must be signed and returned to the Executive Director of Freeport Economic Development Corporation. Please retain the Guidelines and Criteria for your records.

Applicants are strongly encouraged to shop local Brazoria County businesses for products and services.



FREEPORT

ECONOMIC DEVELOPMENT CORPORATION

Application for Business Improvement Grant

DOCUMENTATION CHECKLIST **Business Improvement Grant Program**

As a part of this application, the following documentation is being provided by the applicant:

- _____ 1. Request Letter describing proposed project and the need for grant funds
- _____ 2. Establishment of business entity name
(Copy of Articles of Incorporation, dba, etc.)
- _____ 3. Copy of lease agreement (if facility is leased)
- _____ 4. Copy of business plan
- _____ 5. Legal description of subject property (Exhibit A)
- _____ 6. Vicinity map of subject property (Exhibit B)
- _____ 7. Estimates of proposed improvements (Exhibit C)
Itemized work estimates which include details and information such as color
samples of paint, fabric, and sign material
- _____ 8. Digital Pictures of Property and area to be improved (Exhibit D)
- _____ 9. Acknowledge that a sign will be placed at your property stating
FEDC-Business Improvement Grant Recipient
- _____ 10. Signed statement from Code Enforcement stating project is in compliance
with City Ordinance

I (We), referred to as “APPLICANT”, on behalf of the identified entity, submit to the Freeport Economic Development Corporation, referred to as “FEDC”, this application for consideration of a Business Improvement Grant under the provisions of the FEDC’s Business Improvement Grant Program.

As part of this application, APPLICANT represents to FEDC the following:

1. APPLICANT has received a copy of the FEDC’s Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to FEDC that in making this application, APPLICANT understands the terms and provisions, and all questions relating to any needed interpretation have been answered by authorized representatives of FEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon, the advice and counsel of FEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, “Application for Business Improvement Grant” either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as set out are true, correct and accurate, and that FEDC may rely on as if the same had been signed by APPLICANT or APPLICANT’S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An “undocumented worker” shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the FEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the FEDC. The form of such payment shall be a cashier’s check or money order, made payable to the Freeport Economic Development Corporation. The FEDC has the right to recover court costs and reasonable attorney’s fees as a result of any civil action required to recover such repayment.

Business Entity Name: _____

Mailing Address: _____

Phone Number: _____

Location in the City of Freeport for which the improvement is being requested

Street Address: _____

City/State/Zip: _____

Other companies and locations owned and/or operated by the APPLICANT

Company Name: _____

Street Address: _____

City/State/Zip: _____

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Freeport as *Exhibit B*.
8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter addressing the need for the project as well as need for the FEDC grant funds.
10. Description of proposed improvements:

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE

11. New or existing business: _____ New _____ Existing

_____ has been in operation for _____ years.

Existing number of jobs: _____ (if applicable) FT _____ PT _____

New jobs (FT): _____

New jobs (PT): _____

12. If leased facility, provide the following information (*attach copy of current lease*):

Current Landlord: _____

Address: _____

Phone Number: _____

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold FEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. FEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. The Business Improvement Grant Program shall be performable in the County of Brazoria. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected.
17. Before submitting an application to the FEDC, the APPLICANT must meet with the Planning/Building Department of the City of Freeport for any code requirements.

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished to FEDC has been furnished freely by the APPLICANT(S), and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Freeport Economic Development Corporation may or may not grant a Business Improvement Grant based upon application or request purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Freeport Economic Development Corporation on this, the _____ day of _____, 20 ____.

Applicant: _____ Applicant: _____

Signature: _____ Signature: _____

Address: _____ Address: _____

Phone No.: _____ Phone No.: _____

Property _____
Owner/Landlord: _____

Signature: _____

Address: _____

Phone No.: _____

The State of Texas
County of Brazoria

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Brazoria

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Brazoria

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____



City Council Agenda Item #[4.H]

Title: Consideration and possible action approving Resolution No. 2024-2885 deeming body worn camera system surplus and donating to local agency.

Date: October 7, 2024

From: Chief Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends deeming body worn camera system as surplus items and approving the items as a donation to Alvin ISD PD as a part of our continued partnership.

Item Summary: Watchguard Body Worn Cameras, Vista Transfer Stations, WIFI HD Bases and magnetic mounts and clips.

Background Information: The listed body worn cameras were previously purchased through Grant # 3759301 FY2019. The body worn cameras are end of life and were no longer serviced by the manufacturer. A new grant was obtained to purchase the police department updated body worn cameras. Since the previous items purchased were no longer in use by our police department, Alvin ISD PD has requested these items for their agency.

Special Considerations: Law enforcement agencies in Brazoria County make an extra effort to assist our neighboring agencies. These additional body worn cameras for Alvin ISD PD would allow for continued documentation to better protect their community, and our community in mutual aid incidents.

Financial Impact: None.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Resolution BWC 10.2024

RESOLUTION NO. 2024 -2885

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, DECLARING CERTAIN PERSONAL PROPERTY AS OBSOLETE, VALUELESS AND SURPLUS; PROVIDING FOR DISPOSAL OF THE SAME BY THE CITY MANAGER OR HIS DESIGNEE; AUTHORIZING THE MAYOR TO EXECUTE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has certain personal property to wit attached as Exhibit “A”; and,

WHEREAS, said personal property due to its age and use is obsolete, valueless and surplus and has no effective value for the City to otherwise dispose of or trade in such personal property; and

WHEREAS, the City no longer has any foreseeable use for such property which has no useful purpose and the same should be deemed to be surplus; and,

WHEREAS, the City needs to dispose of such personal property; and,

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

SECTION 1. the personal property owned by the City identified by Exhibit “A”, attached, are hereby declared to be obsolete, valueless and surplus, and that the City Manager is authorized to dispose of such personal property for its salvage value or donate it to any other nonprofit entity, by appropriate means.

SECTION 2. That should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 3. That all provisions of the resolutions of the City of Freeport, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law provides.

PASSED and APPROVED by the City Council of the City of Freeport, Texas, on the 7th day of October, 2024.

APPROVED:

Jerry Cain, Mayor

ATTEST:

Clarisa Fernandez, City Secretary

APPROVED:

City Attorney

EXHIBIT A
RESOLUTION 2024 - _____

Body Camera

WFC1-126272
WFC1-053156
WFC1-067226
WFC1-138434
WFC1-148572
WFC1-100749
WFC1-138438
WFC1-152079
WFC1-025256
WFC1-133754
WFC1-067220
WFC1-133721
WFC1-063770
WFC1-008987
WFC1-066027
WFC1-144999
WFC1-120756
WFC1-120635
WFC1-053136
WFC1-133724
WFC1-148581
WFC1-067222
WFC1-133768
WFC1-133764
WFC1-067227
WFC1-067232
WFC1-067497

WFC1-056262
WFC1-053354
WFC1-133474
WFC1-131638

Vista Transfer Station

VTS1-018829
VTS1-015543
VTS1-015552
VTS1-018427
VTS1-018264

WIFI HD Base

VHB2-027805
VHB2-005323
VHB2-021306
VHB2-020920
VHB2-016847
VHB2-03354
VHB2-001980
VHB2-109533
VHB2-020907
VHB2-007388

Misc Equipment

24 MAG MOUNTS
4 CLIP MOUNTS



City Council Agenda Item #[4.I]

Title: Consideration and possible action approving Resolution No. 2024-2886 deeming in car camera system surplus and donating to local agency.

Date: October 7, 2024

From: Chief Jennifer Howell, Police Chief

Staff Recommendation: Staff recommends deeming in car camera system as surplus items and approving the items as a donation to Angleton PD as a part of our continued partnership.

Item Summary: Watchguard 4RE, WG Pan Cameras and WIFI Bases.

Background Information: The listed in car cameras were previously purchased through Grant # 3759301 FY2019. The in car cameras are end of life and were no longer serviced by the manufacturer. A new grant was obtained to purchase the police department updated in car cameras. Since the previous items purchased were no longer in use by our police department, Angleton PD has requested these items for their agency.

Special Considerations: Law enforcement agencies in Brazoria County make an extra effort to assist our neighboring agencies. These additional in car cameras for Angleton PD would allow for continued documentation to better protect their community, and our community in mutual aid incidents.

Financial Impact: None.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. Resolution Vehicle Cameras 10.2024

RESOLUTION NO. 2024 -2886

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, DECLARING CERTAIN PERSONAL PROPERTY AS OBSOLETE, VALUELESS AND SURPLUS; PROVIDING FOR DISPOSAL OF THE SAME BY THE CITY MANAGER OR HIS DESIGNEE; AUTHORIZING THE MAYOR TO EXECUTE; PROVIDING A SEVERABILITY CLAUSE; PROVIDING A REPEALING CLAUSE; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City has certain personal property to wit attached as Exhibit “A”; and,

WHEREAS, said personal property due to its age and use is obsolete, valueless and surplus and has no effective value for the City to otherwise dispose of or trade in such personal property; and

WHEREAS, the City no longer has any foreseeable use for such property which has no useful purpose and the same should be deemed to be surplus; and,

WHEREAS, the City needs to dispose of such personal property; and,

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

SECTION 1. the personal property owned by the City identified by Exhibit “A”, attached, are hereby declared to be obsolete, valueless and surplus, and that the City Manager is authorized to dispose of such personal property for its salvage value or donate it to any other nonprofit entity, by appropriate means.

SECTION 2. That should any word, phrase, paragraph, or section of this Resolution be held to be unconstitutional, illegal or invalid, the same shall not affect the validity of this Resolution as a whole, or any part or provision thereof other than the part so decided to be unconstitutional, illegal or invalid, and shall not affect the validity of the Resolution as a whole.

SECTION 3. That all provisions of the resolutions of the City of Freeport, Texas, in conflict with the provisions of this Resolution be, and the same are hereby, repealed, and all other provisions not in conflict with the provisions of this Resolution shall remain in full force and effect.

SECTION 4. That this Resolution shall take effect immediately from and after its passage as the law provides.

PASSED and APPROVED by the City Council of the City of Freeport, Texas, on the 7th day of October, 2024.

APPROVED:

Jerry Cain, Mayor

ATTEST:

Clarisa Fernandez, City Secretary

APPROVED:

City Attorney

EXHIBIT A
RESOLUTION 2024 - _____

WATCHGUARD 4RE

DVR2-076362
DVR2-076406
DVR2-058308
DVR2-076407
DVR2-076297
DVR2-041739
DVR2-076402
DVR2-076308
DVR2-076301
DVR2-076392
DVR2-076381
DVR2-076361
DVR2-076395
DVR2-107597
DVR2-076410
DVR2-058198

WG PAN CAMERA

CAM7-113976
CAM7-134792
CAM7-134390
CAM7-134434
CAM7-134419
CAM7-134805
CAM7-134418
CAM7-119380
CAM7-134417
CAM7-134810
CAM7-134399
CAM7-134821
CAM7-119388
CAM7-134393
CAM7-134813
CAM7-134806

WI-FI BASE

17



City Council Agenda Item #[4.J]

Title: Consideration and possible action approving Resolution No. 2024-2887 updating City bank account signatories.

Date: October 7, 2024

From: Ashlee Ferguson, Finance Director

Staff Recommendation: Staff recommends approval of the Resolution

Item Summary: The authorized signatories for the City's Texas Gulf Bank account requires updating to reflect a staffing change. This resolution will remove Cathy Ezell, former Finance Director, from the current list of signatories. This update will leave three signatories listed as: Jerry Cain, Mayor; Lance Petty, City Manager; and Ashlee Ferguson, Interim Finance Director.

Background Information: Texas Gulf Bank requires a resolution designating which City Officials are authorized to open accounts, sign checks, and other transactions for City funds. A letter is also required to make changes to the signatories.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution - Bank Signatories

RESOLUTION NO. 2024-2887

A RESOLUTION OF THE CITY COUNCIL OF FREEPORT, TEXAS, DESIGNATING SIGNATORIES OF CITY BANK ACCOUNTS.

WHEREAS, the City of Freeport, has funds held by Texas Gulf Bank, N.A.; and

WHEREAS, the authorized persons listed for the City of Freeport accounts require updating based on the separation of employment with Catherine Ezell; and

WHEREAS, banks with whom the City does business normally require a City resolution designating which City officials are authorized to open bank accounts and to execute checks and other orders for payment of City funds; and

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. The City of Freeport approves the actions needed to update the authorized persons listed for all City of Freeport bank accounts.
2. The following persons namely be and are hereby authorized to sign/execute and submit all the necessary papers, letters, agreements, documents, writings, submissions etc. to the financial institutions listed above as may be required for day-to-day transaction, operation and correspondence:

Jerry Cain, Mayor
Jerry L Petty, City Manager
Ashlee Ferguson, Interim Finance Director

3. That this Resolution shall continue in force until express written notice of its rescission or modification has been furnished to and received by a Bank.

PASSED AND APPROVED this 7th day of October 2024

ATTEST:

APPROVED:

Clarisa Fernandez, City Secretary

Jerry Cain, Mayor



City Council Agenda Item #[4.K]

Title: Consideration and possible action approving Resolution 2024-2888 amending designated signatories for the City's TexPool account.

Date: October 7, 2024

From: Ashlee Ferguson, Finance Director

Staff Recommendation: Staff recommends approval of the Resolution.

Item Summary: The authorized signatories for the City's Texas Gulf Bank account requires updating to reflect a staffing change. This resolution will remove Cathy Ezell, former Finance Director, from the current list of signatories. This update will leave two employees (Lance Petty, City Manager; and Ashlee Ferguson, Interim Finance Director) listed as representatives with full access. This update will leave Jerry Cain, Mayor listed as inquiry access only.

Background Information: TexPool requires a resolution designating which City Officials are authorized to open accounts, execute wire moving funds into the City's bank account, and other transactions for City Funds.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution - TexPool Signatories

RESOLUTION NO. 2024-2888

A RESOLUTION OF THE CITY COUNCIL OF FREEPORT, TEXAS, AMENDING DESIGNATED SIGNATORIES OF CITY TEXPOOL ACCOUNT.

WHEREAS, the City of Freeport, has funds held by Texas Local Government Investment Pool (“TexPool”), a public funds investment pool, were created on behalf of entities whose investment objective in order of priority are preservation and safety of principal, liquidity, and yield consistent with the Public Funds Investment Act.; and

WHEREAS, the authorized persons listed for the City of Freeport accounts require updating based on a change in staffing; and

WHEREAS, TexPool requires a City resolution designating which City officials are authorized to open accounts and to execute wires and other transactions of City funds; and

NOW THEREFORE, IT IS HEREBY RESOLVED:

1. The City of Freeport approves the actions needed to update the authorized persons listed for all City of Freeport TexPool accounts.
2. The following persons namely be and are hereby authorized to sign/execute and submit all the necessary papers, letters, agreements, documents, writings, submissions etc. to the financial institutions listed above as may be required for day-to-day transaction, operation and correspondence:

Jerry L. Petty, City Manager
Ashlee Ferguson, Interim Finance Director

3. The following persons namely be and are hereby authorized to perform only inquiries regarding the City Accounts:

Jerry Cain, Mayor

4. That this Resolution shall be effective October 7, 2024 continue in force until express written notice of its rescission or modification.

PASSED AND APPROVED this 7th day of October 2024

ATTEST:

Clarisa Fernandez, City Secretary

APPROVED:

Jerry Cain, Mayor



City Council Agenda Item #[4.L]

Title: Consideration and possible action approving the CDBG CO-OP grant agreement between Brazoria County and the City of Freeport.

Date: October 7, 2024

From: Ashlee Ferguson, Finance Director

Staff Recommendation: Staff recommends approving and signing the agreement to accept the \$220,000.00 grant funding

Item Summary: The CDBG grant number B-24-UC-48-0005 will grant the City funds to complete the installation of two 12" valves and nineteen 8" valves at multiple locations throughout the City. The City applied for the grant in April 2024 in the amount of \$220,000.00. We were approved to receive \$220,000.00 in grant funding with a service period of October 1st, 2024 to December 31st, 2025.

Background Information: The City historically has participated in the Brazoria County's CDBG grant program. The County receives the funds from HUD and then allocates those funds to participating cities.

Special Considerations: N/A

Financial Impact: The City has to pay \$8,000.00 in addition to the grant funds. This was included in the budget.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. CDBG - Grant Acceptance

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

THIS AGREEMENT, entered this 1st day of October, 2024 by and between Brazoria County (herein called the "Grantee") and City of Freeport (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-24-UC-48-0005; and

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

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

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2024 Community Development Block Grant (CDBG) Program Action Plan:

CITY OF FREEPORT WATER SYSTEM VALVE INSTALLATION PROJECT- The City of Freeport will install two 12" valves and nineteen 8" valves at multiple locations throughout the city with the qualified LMI area.

II. NATIONAL OBJECTIVES

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

III. GOALS AND PERFORMANCE MEASURES

The Subrecipient will assist a public facility serving approximately 6,100 people, of which 82% are low- and moderate-income persons, with improved suitable living environment by providing availability/accessibility through infrastructure improvements.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2024 and end on the 31st day of December, 2025. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

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

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

V. PERFORMANCE MONITORING

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

VI. GRANT AMOUNT

It is expressly understood that the maximum total amount to be paid by Grantee under this Agreement shall be Two hundred twenty thousand and no cents (\$220,000.00). Furthermore, it is expressly understood by Subrecipient that Grantee's obligation under this Agreement is conditioned upon receipt of such funds from the U. S. Department of Housing and Urban Development.

Accordingly, notwithstanding anything herein to the contrary, the maximum liability of the Grantee under this Agreement shall be Two hundred twenty thousand and No Cents (\$220,000.00), or the amount received from HUD, whichever is less.

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Construction	216,299.00
Environmental Review	<u>3,701.00</u>
Total	<u>\$220,000.00</u>

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

VIII. PAYMENT

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

IX. NOTICES

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

<u>Grantee</u>	<u>Subrecipient</u>
L. M. "Matt" Sebesta, Jr., County Judge Brazoria County Brazoria County Courthouse 237 E. Locust, Suite 401 Angleton, Texas 77515	Cathy Ezell City of Freeport 1201 N. Avenue H Freeport, Texas 77541

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

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

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

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

XI. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

Unemployment Compensation, FICA, retirement, life and/or medical insurance and Workers' Compensation Insurance as the Subrecipient is an independent contractor.

C. Hold Harmless

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

D. Workers' Compensation Insurance

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

E. Insurance & Bonding

The Subrecipient shall carry sufficient insurance coverage to protect contract assets from loss due to theft, fraud and/or undue physical damage, and as a minimum shall purchase a blanket fidelity bond covering all employees in an amount equal to Two Hundred Twenty Thousand Dollars and No Cents (\$220,000.00). The Subrecipient shall comply with Brazoria County's local insurance requirements and the bonding requirements as set forth in 2 CFR 200.304 and 2 CFR 200.310, Bonding and Insurance.

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 2 CFR 200.338. The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition

to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

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

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

XII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;

- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;
- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Beneficiary Data

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

4. Property Records

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

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant

data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

C. Additional Requirements

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Travel

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

5. Progress Reports

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

D. Procurement of Materials, Property or Services

1. Compliance

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

2. Build America, Buy America (BABA)

The Subrecipient agrees to comply with the Build America, Buy America (BABA) Act, 41 USC § 8301 et seq, enacted in the Infrastructure Investment and Jobs Act on November 15, 2021. Any CDBG funded construction, alteration, maintenance, or repair project using steel or iron, including buildings and real property, including housing, utilities, water systems (drinking water and wastewater), electrical transmission facilities and systems, broadband infrastructure, and transportation infrastructure projects, where the total of any federal financial assistance in the project is \$250,000 or greater, are subject to the Build America, Buy America Act where all iron and steel products used in the project must be produced in the United States.

The prime contractor and all subcontractors (all tiers) must comply with the requirements of the BABA Act, 41 USC 8301 note, and all applicable rules and notices, as may be amended, as applicable to the Community Development Block Grant (CDBG) infrastructure project. Pursuant to the U.S. Department of Housing and Urban Development's (HUD's) notice, "Public Interest Phased Implementation Waiver for FY2022 and 2023 of Build America, Buy America Provisions as Applied to Recipients of HUD Federal Financial Assistance" (88 FR 17001), any funds obligated by HUD on or after the applicable listed effective dates, are subject to BABA requirements, unless excepted by a waiver.

3. Procurement and Property Management Standards

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

4. Use and Reversion of Assets:

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24

CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

- a. The Subrecipient shall transfer to the Brazoria County any funds on hand and any accounts receivable attributable to the use of funds under this Agreement at the time of expiration, cancellation, or termination.
- b. Real property within the recipient's control which was acquired or improved in whole or in part using under this Agreement using CDBG funds in excess of \$25,000.00 shall apply from the date CDBG funds are first spent for the property until five (5) years after closeout of an entitlement recipient's participation in the entitlement CDBG program or, with respect to other recipients, until five (5) years after the closeout of the grant from which the assistance to the property was provided as specified in 24 CFR 570.505. If the Subrecipient fails to use CDBG-assisted real property in a manner that meets a CDBG National Objective for the prescribed time period, the property is to be disposed of in a manner which results in Brazoria County being reimbursed in the amount equal to the current fair market value of the property less any portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property. Such payment to Brazoria County shall constitute CDBG Program Income and shall be subject to the provisions of 24 CFR 570.489(e).
- c. Personal property, supplies, and equipment acquired under this Agreement shall revert to Brazoria County or disposition in compliance with 24 CFR 570.503(b)(7), unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

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

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

XIV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. Section 3

A. Compliance

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

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

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

B. Notifications

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

C. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension,

continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;

- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

d. Lobbying Certification – (paragraph d)

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

6. Copyright

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

7. Religious Organization

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

XV. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

- 1. Clean Air Act, 42 U.S.C., 7401, *et seq.*
- 2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XVI. SEVERABILITY

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

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

FOR SUBRECIPIENT:

FOR GRANTEE:

By: _____
<print name> _____

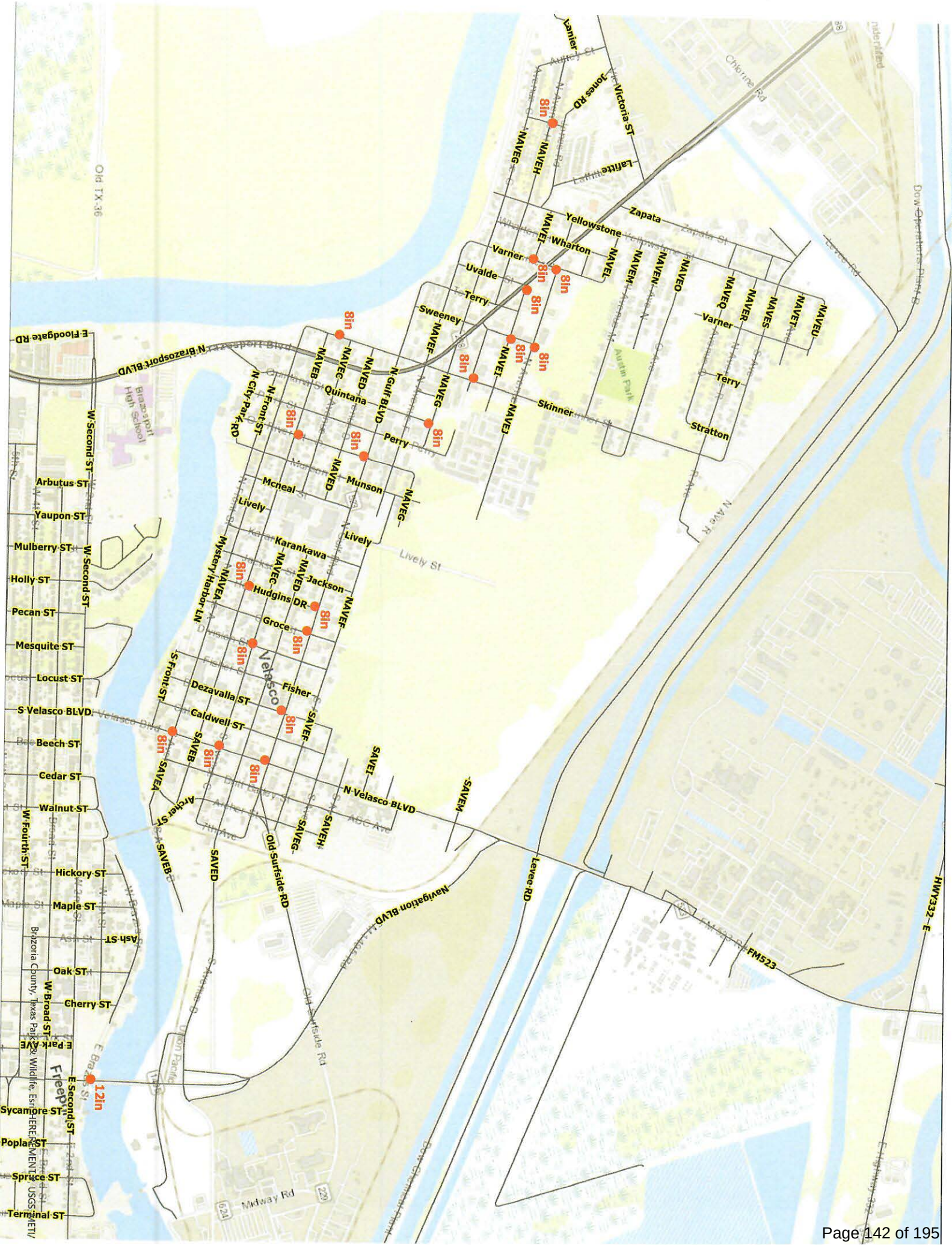
By: _____
L. M. "Matt" Sebesta, Jr.

Title: _____

Title: _____
County Judge

Date: _____

Date: _____





City Council Agenda Item #[4.M]

Title: Consideration and possible action to award the bid for Freeport Municipal Golf Course Structure Replacement to Tra-Con and have the City Manager sign the contract.

Date: October 7, 2024

From: Rudy Ragle, Public Works Director

Staff Recommendation: Staff recommends awarding the contract to Tra-Con.

Item Summary: On September 19, 2024, bids were opened for Request for Proposal #2024-09, Freeport Municipal Golf Course Structure Replacements. Tra-con was the lowest bidder, with a bid of \$71,635.00.

Background Information: The City of Freeport solicited proposals for repairs to the Golf Course. These repairs are for the damage caused by Hurricane Beryl. The City advertised the Request for Proposals (RFP) on September 3, 2024, and September 10, 2024. On September 19, 2024, the City received two proposals. Tra-Con was the lowest bidder at \$71,635. Tra-Con has done work for the City on many occasions and the City has been happy with their work.

Special Considerations: N/A

Financial Impact: The City will apply for a FEMA grant for this project, which will pay 75% of the project if awarded. The funding for this will come from fund balance.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Golf Tra-Con

TRA-CON, LLC
General Construction

1 West Way Ct.
Lake Jackson, Tx
77566

PROJECT MANAGER:

Troy Tracy
979-373-1801
tracytroy@sbcglobal.net

Signing Principal:
Troy Tracy

TRA-CON, LLC

General Construction

PROPOSAL

DATE: 09-18-2024

Customer:

City of Freeport - Golf Course
830 Slaughter Rd.
Freeport, Tx
77422

TRA-CON

53 Joshua Court
Lake Jackson, TX
77566

Scope of Work:	Amount
Tra-Con will demo the existing 30x40 cart building and replace it with an all metal building. The new building shall have 2-12'x10' roll up doors. The walls and roof shall be 26 guage and the sidewalls shall have cable diagonal bracing. The Pump house On the south end of the property will be demoed. A new metal building will be constructed measureing 20'x24' with a 36" metal door. All metal walls and roofing shall be 26 guage and the walls will have cable diagonal bracing. The chemical building will be wrapped with metal walls and a new metal roof. All trim shall be removed and replace with new metal trim. The maintenance building will have approximatley 12 damaged locations repaired. R-Panel shall apply.	\$ 71,635.00
NOTE: This proposal is valid for a period of 30 days. Labor and materials are included.	
TOTAL:	\$ 71,635.00

**53 JOSHUA CT
LAKE JACKSON, TX
77566**

TRA-CON

(979)373-1801 Page 145 of 195



**CITY OF FREEPORT, TEXAS
REQUEST FOR PROPOSALS
FOR FREEPORT MUNICIPAL GOLF COURSE STRUCTURE
REPLACEMENTS**

**Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541
COMPETITIVE SEALED RFP # 2024-09**

**DEADLINE:
Thursday, September 19, 2024 BY 10:00 A.M.**

**CITY OF FREEPORT
PUBLIC NOTICE
REQUEST FOR PROPOSALS # 2024-09
Freeport Municipal Golf Course Structure Replacements**

The City of Freeport is Accepting Sealed Proposals for the replacement of the structures at the Freeport Municipal Golf Course located at 830 Slaughter Road.

The Proposal should also include a cost for the replacement of these structures and engineering if larger than 50ft..

The scope of work includes:

- a. Perform all work in accordance with OSHA standards.
- b. Demo and Install a 40x30 Gable metal building with two 12ft x 10ft roll up doors (Cart Barn)
- c. Install sheet metal to wrap roof and walls as well as trim the 10ft x 26ft Chemical Storage Building
- d. Repair and replace 12 locations on the Maintenance Building (R-Panel)
- e. Demo and Install a 24ft x 20ft Metal building including one 36" metal door (Pump House)
- f. Provide Warranty
- g. Provide Bond (if needed)

The deadline for submission of proposals is 10:00 A.M. Thursday, September 19, 2024. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Freeport reserves the right to negotiate with any and all persons or firms submitting timely bids.

All Proposals submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "City of Freeport, Attention: City Secretary, RFP# – Freeport Municipal Golf Course Structure Replacement", and must contain the name of the company submitting the Bid.

Bids will be publicly opened and read at the Freeport City Hall located at 1201 North Avenue H, Freeport, Texas 77541 on Thursday, September 19, 2024 at 10:00 a.m.

RFP documents may be downloaded from the City of Freeport's website at freeport.tx.us/page/public_notices or obtained in person at Freeport City Hall, 1201 North Avenue H., Freeport, Texas.

The City of Freeport is an Affirmative Action/Equal Opportunity Employer.

1st Advertisement: The Facts, Tuesday, September 3, 2024

2nd Advertisement: The Facts, Tuesday, September 10, 2024

For inquiries regarding this RFP, please contact Cathy Ezell, Finance Director by phone, 979-871-0107, or email, cezell@freeport.tx.us The deadline for inquiries is Friday, September 13, 2024 at 5:00 P.M.

**CITY OF FREEPORT
REQUEST FOR PROPOSAL # 2024-09
Freeport Municipal Golf Course Structure Replacements**

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL RFP'S AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RFP'S SUBMITTED AND ANY AGREEMENT ENTERED SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING QUALIFICATIONS.

1. RFP, PREPARATION AND SUBMITTAL

Bidders must utilize the required Forms and must submit the original and four (4) copies of the sealed RFP to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the Bidder being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasers are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Forms. No oral, telegraphic, telephonic, e-mailed or facsimile Proposals will be considered. All Proposals must be submitted in a sealed envelope. Bidders must provide all documentation required with the RFP response. Failure to provide this information may result in rejection of Proposals.

2. SUBMISSION

Responses must be received at the City of Freeport- City Hall, City Secretary's Office, 1201 North Avenue H, Freeport, TX 77541, no later than 10:00 a.m., Thursday, September 19, 2024. In the interest of fairness to all bidders submitting Proposal documents and to allow for the City's timely review, Proposals received after the scheduled receipt time will not be accepted. All Proposals received become the property of the City and will not be returned. Faxed or e-mailed documents will not be accepted. A total of four (4) bound hard copies and one (1) electronic copy must be submitted in a sealed envelope labeled as "RFP for Freeport Municipal Golf Course Structure Replacements".

The Proposals should include the following information:

Cover Letter (one page maximum)	Phone Number
Firm Name	Email Address
Address	
City, State, Zip	Name of Project Manager
	Signature and Name of Principal with signing authority

SIGNATURES

All Proposal responses are required to be signed by an authorized representative of the Bidder's entity. Proposal responses received unsigned will result in the Proposal being declared unresponsive to specification and may not be further evaluated.

Terms and Agreement Duration: it is anticipated that the duration of the agreement may be for 10 months or extended by the City. The City reserves the right to cancel any professional agreement after giving thirty (30) days written notice for unresolved issues or problems.

There will be no pre-proposal conference. Questions regarding this request should be directed in writing to:

The City Secretary, Clarisa Molina at cmolina@freeport.ts.us no later than one week before the Proposal due date.

Maintaining integrity of the Proposal process is of paramount importance for the City. To this end, do not contact any members of City Council or City Staff, or other than the City Secretary, regarding the subject matter of this Proposal until selection has been made. All clarifications and interpretations shall be in writing. Any clarification or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP should be used in preparing the Proposal.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation of the Proposal and presentation of a response.

The City reserves the right to reject any and all proposals, and to waive all technicalities. The right is reserved to make award as considered to be the most advantageous to the City.

Award: The City reserves the right to negotiate with any and all firms that submit proposals. The engagement process is summarized as follows:

- The City will open and review submissions
- The Review Committee shall rank submissions according to the proposal criteria and prepare a recommendation to the City Council.
- The Review Committee may, at its discretion, request proposing bidders to be interviewed.
- Proposals and rankings will be submitted and recommended to the City Council for consideration at a regular scheduled City Council meeting after the scoring meeting.
- Performance Bond issued after selection of bidder
- Notice to proceed

3. PROPOSAL ALTERATION/WITHDRAWAL

Proposals cannot be altered or amended after the submission deadline. The signer of the Proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before RFP opening time. RFP may be withdrawn by written request signed by the firm prior to the time fixed for opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for RFP opening. Negligence on the part of the Bidder in preparing the RFP represents no right for withdrawal after the RFP is opened. No RFP may be withdrawn for a period of sixty (60) calendar days after opening of the RFP'S.

4. DISQUALIFICATIONS OF BIDDERS

The Firms may be disqualified and their RFP'S and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The Bidder being an interested party in any litigation against the City.
- Failure to use the required Forms furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the signature Form.
- Failure to properly complete the RFP Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this RFP or its award.

5. BASIS OF AWARD

It is the intent of the City to award the Contract to the Bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All RFP's are subject to re-tabulation. Compliance with all RFP requirements, delivery and needs of the using department are considerations in evaluating RFP's

The City of Freeport reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any RFP. Unless stipulated in the attached RFP, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Freeport in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all RFP.

The City anticipates awarding the contract by October 7, 2024. The recommended contractor will be notified prior to Council consideration of award.

The City anticipates awarding this project to one bidder.

6. PROTESTS

All protests regarding the RFP solicitation process must be submitted in writing to the City within five (5) working days following the opening of the RFP's. This includes all protests relating to advertising of RFP notices, deadlines, RFP opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this RFP. Protests relating to staff recommendations may be directed to the City Manager within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

BID SECURITY/BOND REQUIREMENTS: a bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

CITY OF FREEPORT CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Freeport shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage Statutory Workers compensation insurance as required by state law (If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate. (If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars (If automobile or limousine service is involved even if volunteers) Automobile Liability with a minimum of \$1 Million Dollars combined single limit.
Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law
Professional Services	Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate. (If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars



City Council Agenda Item #[4.N]

Title: Consideration and possible action to award the bid to Hog Construction Services for Freeport Municipal Park Structure Replacements and have the City Manager sign the contract.

Date: October 7, 2024

From: Rudy Ragle, Public Works Director

Staff Recommendation: Staff recommends awarding the bid to Hog Construction.

Item Summary: On September 20, 2024, the City received proposals for RFP 2024-10 Freeport Municipal Park Structure Replacements. Hog Construction Services was the lowest bidder with a bid of \$38,477.

Background Information: The City of Freeport solicited for Request for Proposals (RFP) for Freeport Municipal Park Structure Replacements. This project is for Hurricane Beryl damage. The City advertised the RFP on September 4, 2024 and September 11, 2024. On September 20, 2024, the City received three proposals. Hog Construction submitted the lowest bid of \$38,477.

Special Considerations: N/A

Financial Impact: The City will apply for a FEMA grant for this project. If the City is awarded a grant, the grant will cover 75% of the project. The cost of this project will come out of Fund Balance.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. FMP Hog



RFP #2024-10
Freeport Municipal Park Structure Replacements

2040 E. Mulberry St.
Angleton, TX 77515
(281) 813-7231
thomas.hardin@hogconstructionservices.com

Specification Compliance

The firm of **HOG Construction Services** offers the City of Freeport, for the price stated on the bid (and assures intent to deliver within the specified time interval), the following scope of work and materials contained within:

Scope of Work:

The project is to replace structures at the Freeport Municipal Park located at 421 North Brazosport Blvd.

The scope of work includes:

- a. Installation of a stage wall (40 ft. x 9 ft.) bolted to the concrete and welded to the top beam support. It will consist of steel framing and R-Panel as specified.
- b. Demo and install a new metal awning (65 ft. x 30 ft.).
- c. Remove and replace two 10 ft. x 20 ft. picnic metal awnings.

All structures will be painted to the color(s) specified by the city.

Construction Management

I. BARRICADES, SIGNS, & PEDESRIAN TRAFFIC

Barricades, signs, and other types of devices will be put in place to establish the work zone for the safety of everyone.

For this project, a risk management and safety plan will be established prior to beginning work. We do want not any members of the public moving through our work sites.

II. WELDING

All tools and machines shall be inspected and properly maintained prior to use. The technician will maintain a safe distance from the welding area (minimum 35 feet). We understand that risks will vary depending on the environment/area we are in. A proper risk assessment will be carried out prior to any work being done.

III. SITE RESTORATION

After the demolition, construction and all related work, testing, and inspection will be completed and/or accepted. HOG Construction Services will dispose of all excess material and debris off-site such that the entire project area will be left clean. All construction zones will be restored to a condition which is equal to, or better than that which existed prior to all construction operations..

All debris, trash, etc., which is a result of project operations shall be removed and the site cleaned, regularly; at a minimum of the end of each day.

IV. EVALUATION CRITERIA

A final walk-thru with the City of Freeport will be completed prior to beginning any work to ensure full compliance in a joint effort to meet all expectations and requirements. Updates will be provided, at a minimum, at the end of each week (or upon request from the city).

The project will be completed in the following phases:

Phase i: Site preparation, barricades, pedestrian traffic control

Phase II: Demolition and site preparation for construction.

Phase III: Install support poles to the ground.

Phase IV: Framing construction and installation.

Phase V: Install R-Panels.

Phase VI: Paint and final touches.

Phase VII: Final inspection by the City of Freeport.

Phase VIII: Project complete. All necessary paperwork and site cleanup done.

Safety and risk management will be conducted daily to ensure the safety of all workers and those in the surrounding community. Conservation of materials will be of utmost importance.

JOB QUOTATION

HOG CONSTRUCTION SERVICES



(281) 813-7231

2040 E. Mulberry Street, Angleton, TX 77515

email: info@hogconstructionservices.com

website: <https://hogconstructionservices.com>

CUSTOMER DETAILS

Company	City of Freeport, TX
Contact	Cathy Ezell - Finance Director
Address	1201 N. Avenue H
City, State ZIP	Freeport, TX 77541
Phone	(979) 849-4364
Email	cezell@freeport.tx.us
Project Description	Municipal Park Structure Replacements

Quote #	FP20240918-46
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Quote Date	2024-09-18
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Prepared by	Thomas Hardin
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SCOPE OF WORK

a) Installation of a stage wall (40 ft. x 9 ft.) bolted to the concrete and welded to the top beam support consisting of steel framing and R-Panel as specified.

b) Demo and install a new metal awning (65 ft. x 30 ft.)

c) Remove and replace two 10 ft. x 20 ft. picnic table awnings.

MATERIALS AND SERVICES NOT INCLUDED

This is a turn-key solution. Upon completion, the city will not have to provide anything more. We will do our best to preserve the current yard/area surrounding the construction zones.

PROPOSAL

We have allotted 3 weeks for the completion of this project barring any unforeseen delays, such as weather, inspection times, or scheduling conflicts. We will remove and replace both picnic table structures with a more modern appeal. We will replace the 65' x 9' awning ensuring stability and longevity. We will install a new 40' stage wall. All structures will be painted to the City of Freeport's specification.

TERMS AND CONDITIONS

The above information is not a bill or contract. It is an estimate of services and materials described. The customer will be billed after signing and returning this form. Estimated prices are good for 45 days. After that, we cannot guarantee the price of labor or materials will remain the same due to availability, quantities change, and market volatility. This is only an estimate and the final price could change due to unforeseen circumstances and approved changes by the city. Balance is due upon completion and delivery of material and services.

CUSTOMER ACCEPTANCE

The prices and specifications from HOG Construction Services are satisfactory and are hereby accepted by The City of Freeport. HOG Construction Services is authorized to do the work as described above in a timely and professional manner. Proposed costs, specifications, and conditions detailed above are accepted, and specified work is authorized to begin on the agreed upon date.

Printed Name / Title

Authorized Signature

Date

Cost	<u>\$38,477.00</u>
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Sales Tax	<u>TAX EXEMPT</u>
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Total	<u>\$38,477.00</u>
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Note: There will be a 3% processing fee added to all Credit Card payments.

Schedule

CITY OF FREEPORT

RFP # 2024-10

Municipal Park Structure
Replacements

Project Manager Jose Rodriguez

TASK	ASSIGNED TO	PROGRESS	START	END
Planning and design				
Define scope	City of Freeport	100%	9/3/24	9/10/24
Develop budget	Thomas Hardin	100%	9/10/24	9/18/24
Identify deliverables	Thomas Hardin	100%	9/10/24	9/18/24
Identify risks	Jose Rodriguez	100%	9/10/24	9/18/24
Create schedule	Thomas Hardin	100%	9/10/24	9/18/24
Initiation				
Establish Start Date	Thomas Hardin	0%	TBD	
Validate site closures	Thomas Hardin	0%	TBD	
Final Walkthrough with City	Jose Rodriguez	0%	TBD	
Final Site Survey / Set Flags	Jose Rodriguez	0%	TBD	
Set-up Barricades	Jose Rodriguez	0%	TBD	
Execution				
Execute tasks	Jose Rodriguez	0%	TBD	
Monitor progress	Thomas Hardin	0%	TBD	
Manage resources	Thomas Hardin	0%	TBD	
Provide updates (to the city)	Jose Rodriguez	0%	TBD	
Testing and validation	Jose Rodriguez	0%	TBD	
Evaluation				
Monitor progress	Jose Rodriguez	0%	TBD	
Track expenses	Thomas Hardin	25%	9/10/24	UTC
Evaluate progress	Thomas Hardin	0%	TBD	UTC
Address risks	Jose Rodriguez	0%	9/10/24	UTC
Gather feedback	Thomas Hardin	0%	TBD	

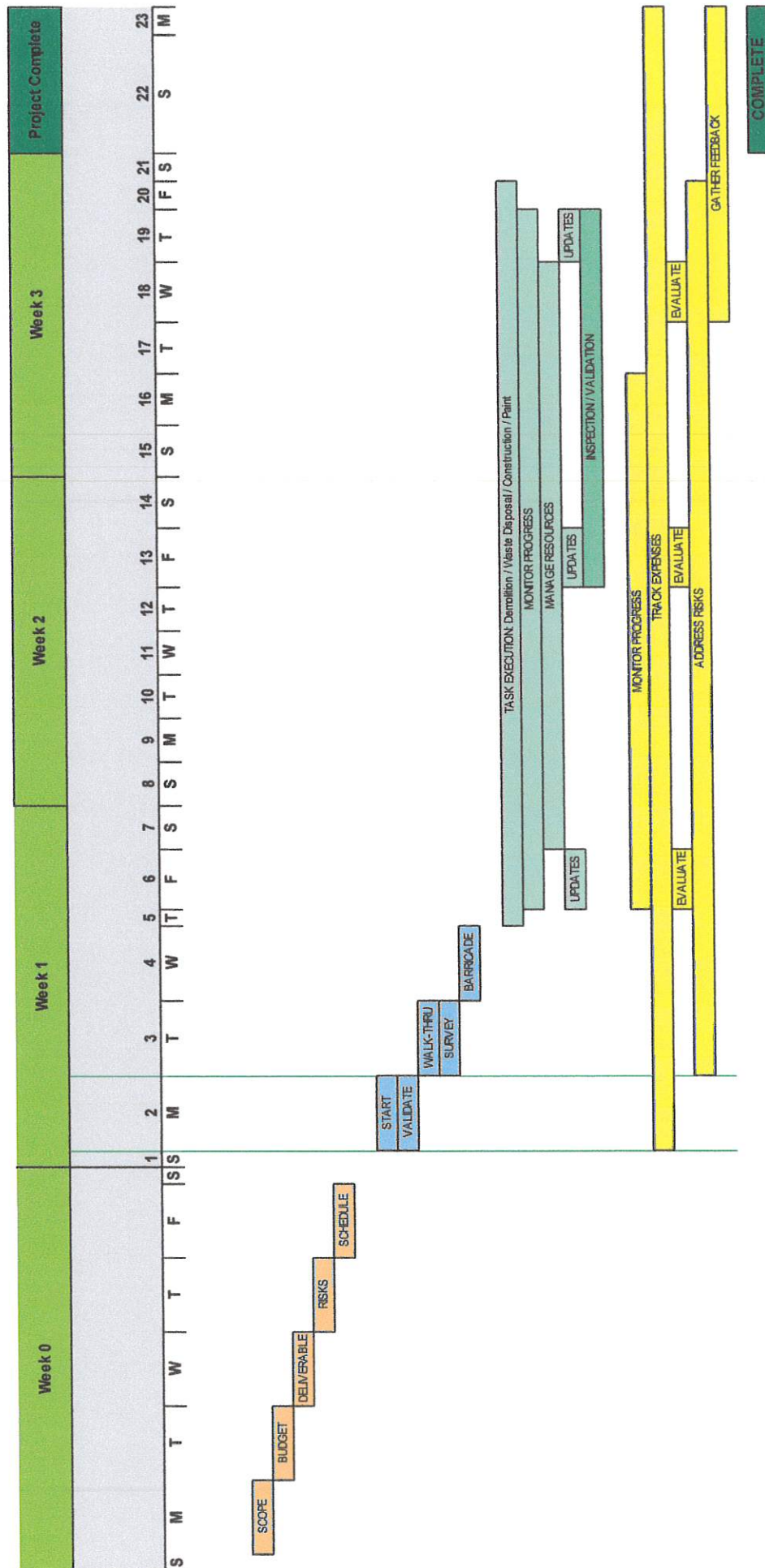
HOG Construction Services assures intent to deliver within the specified time interval delivering the stated scope of work and materials contained within.

We take a methodical approach to the project ensuring safety and risk management processes are followed.

We have allotted over 3 weeks for the project from beginning to end. We realize the schedule is liberal allowing for setbacks such as weather, scheduling conflicts, etc. Realizing that, we are flexible and intend to complete the job ahead of schedule.

See the timeline/schedule on the next page for your convenience.

Schedule

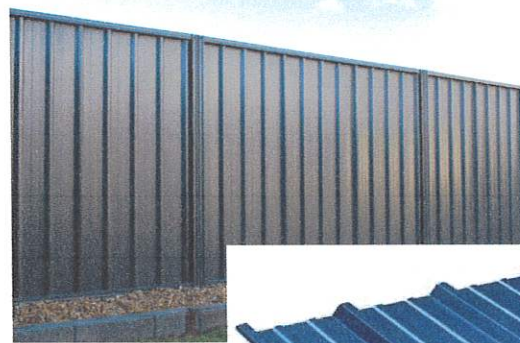


Sample Structures



Covered Pavillion / Awning
(65' X 30')

Stage Wall
(40' X 9')



Covered Picnic Table Area
(10' X 20')



City Council Agenda Item #[4.O]

Title: Consideration and possible action to award the Bid for Freeport Riverside Park Roof Replacements to Tra-Con and have the City Manager sign the Contract.

Date: October 7, 2024

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends approval

Item Summary: On October 1, 2024, bids were opened for request for proposal # 2024-12, Freeport Riverside Park Roof Replacements. Tra-Con was the only bidder with a bid of \$71,465.00

Background Information: The City of Freeport solicited proposals for repairs to the Riverside Park Roofs. These repairs are for damage caused by Hurricane Beryl. The City advertised the Request for Proposals (RFP) on September 11, 2024, and September 18, 2024. On October 1, 2024, the City received one proposal. Tra - Con submitted a proposal for the amount of \$71,465.00. Tra-Con has done work for the City on many occasions and the City has been happy with their work.

Special Considerations: NA

Financial Impact: The City will apply for a FEMA grant for this project, which will pay 75% of the project if awarded. The funding for this will come from fund balance.

Board or 3rd Party Recommendation: NA

Supporting Documentation:

1. Freeport Riverside Park

TRA-CON, LLC
General Construction

1 West Way Ct.
Lake Jackson, Tx
77566

PROJECT MANAGER:
Troy Tracy
979-373-1801
tracytroy@sbcglobal.net

Signing Principal:
Troy Tracy

TRA-CON

General Construction & Design

PROPOSAL

DATE: 09-27-2024

Customer:

City of Freeport - Big Red Park
214 Skinner
Freeport, Tx
77422

TRA-CON

53 Joshua Court
Lake Jackson, TX
77566

Scope of Work:	Amount
SENIOR FIELD: Tra-Con will reroof the equipment building with a 30yr composition architectural shingle. The rotten fascia and soffit on the building will be repaired and painted red. Sherwin Williams paint will be used. Engineering certificates, WPI-8, will apply to both roofs. RIVERSIDE FIELD: Tra-Con will reroof the pressbox & the equipment building. The Pressbox and equipment building will be 30 year composition Architectural shingle. A new door to the consession stand will be installed and painted. All rotten/damaged fascia and soffit boards shall be replaced and repainted to match. Sherwin William paint will be used. A WPI-8 Certificate is included with both roofs. PEE WEE FIELD Tra-Con will reroof the Pressbox 2-story building. A new 30yr composition architectural shingle will be installed. A WPI-8 Certificate is included. All rotten/damaged soffit & fascia boards will be replaced and all will be painted red. The paint will be Sherwin Williams paint. The Equipment building will be reroofed as well and with a 30yr composition architectural shingle will be installed. The roof will be totally reframed resulting in a gabled roof including new soffits and fascia boards. It will be painted red to match.	\$ 71,465.00
TOTAL:	\$ 71,465.00

**53 JOSHUA CT
LAKE JACKSON, TX
77566**

TRA-CON

(979)373-1801



**CITY OF FREEPORT, TEXAS
REQUEST FOR PROPOSALS
FOR FREEPORT RIVERSIDE PARK ROOF REPLACEMENT**

**Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541
COMPETITIVE SEALED RFP # 2024-12**

**DEADLINE:
Tuesday, October 1, 2024 BY 10:00 A.M.**

**CITY OF FREEPORT
PUBLIC NOTICE
REQUEST FOR PROPOSALS # 2024-11
Freeport Riverside Park Roof Replacement**

The City of Freeport is Accepting Sealed Proposals for the roof replacement of the Freeport Riverside Park located at 214 Skinner Street and 1201 N Gulf Blvd.

The scope of work includes:

- a. Perform all work in accordance with OSHA standards.
- b. Re roof press box at Riverside Field with 30year composition shingles
- c. Re roof Equipment building at Riverside Field with 30-year composition Shingles
- d. Install new door on concession stand at Riverside Field to include Paint
- e. Replace and paint all rotten/damaged fascia and soffit boards
- f. Re roof 2 story press box at Pee Wee Field with 30year composition shingles
- g. Re roof Equipment building at Pee Wee Field with 30-year composition Shingles
- h. Replace and paint all rotten/damaged fascia and soffit boards
- i. Re roof Equipment building at Senior Field with 30-year composition Shingles
- j. Replace and paint all rotten/damaged fascia and soffit boards
- k. Provide Warranty
- l. Provide WPI-8 Certificate
- m. Provide Bond (if required)

The deadline for submission of proposals is 10 A.M. Tuesday, October 1, 2024. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Freeport reserves the right to negotiate with any and all persons or firms submitting timely bids.

All Proposals submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "City of Freeport, Attention: City Secretary, RFP# – Freeport Riverside Park Roof Replacement", and must contain the name of the company submitting the Bid.

Bids will be publicly opened and read at the Freeport City Hall located at 1201 North Avenue H, Freeport, Texas 77541 on Tuesday, October 1, 2024 at 10:00 a.m.

RFP documents may be downloaded from the City of Freeport's website at [freeport.tx.us/page/public notices](http://freeport.tx.us/page/public%20notices) or obtained in person at Freeport City Hall, 1201 North Avenue H., Freeport, Texas.

The City of Freeport is an Affirmative Action/Equal Opportunity Employer.

1st Advertisement: The Facts, Wednesday, September 11, 2024

2nd Advertisement: The Facts, Wednesday. September 18, 2024

For inquiries regarding this RFP, please contact Cathy Ezell, Finance Director by phone, 979-871-0107, or email, cezell@freeport.tx.us The deadline for inquiries is Friday, September 27, 2024 at 5:00 P.M.

**CITY OF FREEPORT
REQUEST FOR PROPOSAL # 2024-12
Freeport Riverside Park Roof Replacement**

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL RFP'S AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RFP'S SUBMITTED AND ANY AGREEMENT ENTERED SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING QUALIFICATIONS.

1. RFP, PREPARATION AND SUBMITTAL

Bidders must utilize the required Forms and must submit the original and four (4) copies of the sealed RFP to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the Bidder being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasers are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Forms. No oral, telegraphic, telephonic, e-mailed or facsimile Proposals will be considered. All Proposals must be submitted in a sealed envelope. Bidders must provide all documentation required with the RFP response. Failure to provide this information may result in rejection of Proposals.

2. SUBMISSION

Responses must be received at the City of Freeport- City Hall, City Secretary's Office, 1201 North Avenue H, Freeport, TX 77541, no later than 10:00 a.m., Tuesday, October 1, 2024. In the interest of fairness to all bidders submitting Proposal documents and to allow for the City's timely review, Proposals received after the scheduled receipt time will not be accepted. All Proposals received become the property of the City and will not be returned. Faxed or e-mailed documents will not be accepted. A total of four (4) bound hard copies and one (1) electronic copy must be submitted in a sealed envelope labeled as "RFP for Freeport Riverside Park Roof Replacement".

The Proposals should include the following information:

Cover Letter (one page maximum)	Phone Number
Firm Name	Email Address
Address	
City, State, Zip	Name of Project Manager
	Signature and Name of Principal with signing authority

SIGNATURES

All Proposal responses are required to be signed by an authorized representative of the Bidder's entity. Proposal responses received unsigned will result in the Proposal being declared unresponsive to specification and may not be further evaluated.

Terms and Agreement Duration: it is anticipated that the duration of the agreement may be for 10 months or extended by the City. The City reserves the right to cancel any professional agreement after giving thirty (30) days written notice for unresolved issues or problems.

There will be no pre-proposal conference. Questions regarding this request should be directed in writing to:

The City Secretary, Clarisa Molina at cmolina@freeport.ts.us no later than one week before the Proposal due date.

Maintaining integrity of the Proposal process is of paramount importance for the City. To this end, do not contact any members of City Council or City Staff, or other than the City Secretary, regarding the subject matter of this Proposal until selection has been made. All clarifications and interpretations shall be in writing. Any clarification or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP should be used in preparing the Proposal.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation of the Proposal and presentation of a response.

The City reserves the right to reject any and all proposals, and to waive all technicalities. The right is reserved to make award as considered to be the most advantageous to the City.

Award: The City reserves the right to negotiate with any and all firms that submit proposals. The engagement process is summarized as follows:

- The City will open and review submissions
- The Review Committee shall rank submissions according to the proposal criteria and prepare a recommendation to the City Council.
- The Review Committee may, at its discretion, request proposing bidders to be interviewed.
- Proposals and rankings will be submitted and recommended to the City Council for consideration at a regularly scheduled City Council meeting after the scoring meeting.
- Performance Bond issued after selection of bidder
- Notice to proceed

3. PROPOSAL ALTERATION/WITHDRAWAL

Proposals cannot be altered or amended after the submission deadline. The signer of the Proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before RFP opening time. RFP may be withdrawn by written request signed by the firm prior to the time fixed for opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for RFP opening. Negligence on the part of the Bidder in preparing the RFP represents no right for withdrawal after the RFP is opened. No RFP may be withdrawn for a period of sixty (60) calendar days after opening of the RFP'S.

4. DISQUALIFICATIONS OF BIDDERS

The Firms may be disqualified and their RFP'S and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The Bidder being an interested party in any litigation against the City.
- Failure to use the required Forms furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the signature Form.
- Failure to properly complete the RFP Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this RFP or its award.

5. BASIS OF AWARD

It is the intent of the City to award the Contract to the Bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All RFP's are subject to re-tabulation. Compliance with all RFP requirements, delivery and needs of the using department are considerations in evaluating RFP's

The City of Freeport reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any RFP. Unless stipulated in the attached RFP, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Freeport in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all RFP.

The City anticipates awarding the contract by October 7, 2024. The recommended contractor will be notified prior to Council consideration of award.

The City anticipates awarding this project to one bidder.

6. PROTESTS

All protests regarding the RFP solicitation process must be submitted in writing to the City within five (5) working days following the opening of the RFP's. This includes all protests relating to advertising of RFP notices, deadlines, RFP opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this RFP. Protests relating to staff recommendations may be directed to the City Manager within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

BID SECURITY/BOND REQUIREMENTS: a bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

CITY OF FREEPORT CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Freeport shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
-------------------------	-------------------------------------

Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
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	Statutory Workers compensation insurance as required by state law
--	---

	(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
--	---

	(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars
--	---

	(If automobile or limousine service is involved even if volunteers)
--	---

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law
-------------------------------	--

Professional Services	Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.
-----------------------	--

	(If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars
--	---

Submit Insert System for Award Management (SAM) record search for company name and company principal from <https://www.sam.gov/SAM/>

Example:

The screenshot shows the SAM.gov website interface. At the top, there's a navigation bar with links like HOME, SEARCH RECORDS, DATA ACCESS, CHECK STATUS, ABOUT, and HELP. A banner at the top right promotes a new sign-in method using login.gov. Below the navigation bar, a search results section displays the current search terms as 'City of Freeport'. It shows a total of 4 records, with the first result being 'FREEPORT, CITY OF'. The record details include DUNS number 102914806, CAGE Code 617M3, and a status of 'Active'. The page also includes filters for Record Status and Record Type, and a 'Filter Results' button.

View assistance for SAM.gov

SAM
SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. **Log In**

[Login.gov FAQs](#)

HOME SEARCH RECORDS DATA ACCESS CHECK STATUS ABOUT HELP

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02-15-2020 from 8:00 AM to 3:00 PM

Search Results

- Your search results represent the broadest set of records that match your search criteria. You may get entity registration records that are still in progress or have been submitted, but not yet activated. Check the status of each record.
- Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their entity registration records in a public search. You can only see them if you log in as Federal Government user.
- You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used one of the Advanced Search options, select the Edit Search button.
- If you want to perform a new search, use the Clear button to remove your current search results. If you are logged in with your SAM User Account, you can save your search criteria to run again later using the Save Search button.
- NOTE:** Please read this important message when searching for exclusion records.

Current Search Terms: City of Freeport*

[Clear Search](#)

Total records: 4 [Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1 **Sort by:** Relevance **Order by:** Descending

FILTER RESULTS Your search for City of Freeport* returned the following results...

By Record Status	Entity	Entity	Status
Active	DUNS: 102914806	CAGE Code: 617M3	Active
Inactive	Has Active Exclusion?: No	DoDAAC:	View Details
	Expiration Date: 06/03/2020	Debt Subject to Offset?: No	
By Record Type	Purpose of Registration: Federal Assistance Awards Only		
Entity Registration			
Exclusion	Entity	Entity	Status
Apply Filters	DUNS: 005598461	CAGE Code: 5CLE6	Active
	Has Active Exclusion?: No	DoDAAC:	View Details

**Request for Taxpayer
Identification Number and Certification**

► Go to www.irs.gov/FormW9 for instructions and the latest information.

**Give Form to the
requester. Do not
send to the IRS.**

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. IRA-CON, LLC		
2 Business name/disregarded entity name, if different from above		
3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
5 Address (number, street, and apt. or suite no.) See instructions. 2 W. WAY Ct	Requester's name and address (optional)	
6 City, state, and ZIP code LAKE JACKSON, TX 77566		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number	
or	
Employer identification number	
99	4206960

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign this certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person ► 	Date ► 9/30/2024
------------------	--	-------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 N/A
Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, TRA-CON, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Troy Tracy Owner

Printed Name and Title of Contractor's Authorized Official

9/30/2024

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (BID) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid control number assigned by the Federal agency). Included prefixes, e.g., "BID-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

Type of Federal Action: a. contract _____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance		Status of Federal Action: a. bid/offer/application _____ b. initial award c. post-award		Report Type: a. initial filing _____ b. material change	
Name and Address of Reporting Entity: _____ Prime _____ Subawardee Tier _____, if Known:			If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:		
Congressional District, if known:			Congressional District, if known:		
Federal Department/Agency:			7. Federal Program Name/Description: CFDA Number, if applicable: _____		
Federal Action Number, if known:			9. Award Amount, if known: \$		
10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i>			b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i>		
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
Federal Use Only			Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)		

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT



City Council Agenda Item #[4.P]

Title: Consideration and possible action to award the bid for Freeport Dugout Roofing Structure Replacements to Tra-Con and have the City Manager sign the contract.

Date: October 7, 2024

From: Rudy Ragle, Public Works Director

Staff Recommendation: Staff recommends awarding the contract to Tra-Con.

Item Summary: On October 3, 2024, bids were opened for Request for Proposal #2024-13, Freeport Dugout Roofing Structure Replacements. Tra-Con was the only bidder, with a bid of \$45,480.00.

Background Information: The City of Freeport solicited proposals for repairs to the Freeport Dugout Roofing Structure Replacements at Riverside and SFA parks. These repairs are for the damage caused by Hurricane Beryl. The City advertised the Request for Proposals (RFP) on September 17, 2024, and September 24, 2024. On October 3, 2024, the City received one proposal. Tra-Con was the only bidder at \$45,480.00. Tra-Con has done work for the City on many occasions and the City has been happy with their work.

Special Considerations: NA

Financial Impact: The City will apply for a FEMA grant for this project, which will pay 75% of the project if awarded. The funding for this will come from fund balance.

Board or 3rd Party Recommendation: NA

Supporting Documentation:

1. Freeport Dugout Roofing Structure Replacements

TRA-CON, LLC
General Construction

1 West Way Ct.
Lake Jackson, Tx
77566

PROJECT MANAGER:
Troy Tracy
979-373-1801
tracytroy@sbcglobal.net

Signing Principal:
Troy Tracy

TRA-CON, LLC

General Construction

PROPOSAL

DATE: 10-03-2024

Customer:

City of Freeport - Duggouts
214 Skinner
Freeport, Tx
77422

TRA-CON

53 Joshua Court
Lake Jackson, TX
77566

Scope of Work:	Amount
Tra-Con will rebuild all the duggout roofs on all three of the baseball parks and both of the softball fields. The framing will be all metal and the roof coverings will be R-Panel roofing. All support posts will be encased in concrete at a minimum of 36" into the ground. Duggouts shall measure as follows..... 4 @ 22'x11' 2 @ 30'x11' 2 @ 30'x13' 2 @ 24'x13' Tra-Con will haul off all project debris NOTE: This proposal is valid for a period of 30 days. Labor and materials are included.	\$ 45,480.00
TOTAL:	\$ 45,480.00

**53 JOSHUA CT
LAKE JACKSON, TX
77566**

TRA-CON

(979)373-1801



**CITY OF FREEPORT, TEXAS
REQUEST FOR PROPOSALS
FOR FREEPORT DUGOUT ROOFING STRUCTURE REPLACEMENTS**

**Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541
COMPETITIVE SEALED RFP # 2024-13**

**DEADLINE:
Thursday October 3, 2024 BY 10:00 A.M.**

**CITY OF FREEPORT
PUBLIC NOTICE
REQUEST FOR PROPOSALS # 2024-13
Freeport Baseball and Softball Field Dugout Roofing Replacements**

The City of Freeport is Accepting Sealed Proposals for the replacement of the dugout roofing structures at the Freeport Riverside Park (214 Skinner Street) and Stephen F. Austin Park (1300 North Avenue M).

The Proposal should also include a cost for the replacement of the structures and engineering if larger than 50ft.

The scope of work includes:

- a. Perform all work in accordance with OSHA standards.
- b. Demo and Install steel framing and R-Panel Roof/Trim for (4) 22ft x 11ft Post to be mounted at a minimum 3ft in ground
- c. Demo and Install steel framing and R-Panel Roof/Trim for (2) 30ft x 11ft Post to be mounted at a minimum 3ft in ground
- d. Demo and Install steel framing and R-Panel Roof/Trim for (2) 30ft x 13ft Post to be mounted at a minimum 3ft in ground
- e. Demo and Install steel framing and R-Panel Roof/Trim for (2) 24ft x 13ft Post to be mounted at a minimum 3ft in ground
- f. Provide Warranty
- g. Provide Bond (if needed)

The deadline for submission of proposals is 10:00 A.M. Thursday October 3, 2024. It is the responsibility of the submitting entity to ensure that the proposal is received in a timely manner. Proposals received after the deadline will not be considered for award, regardless of whether or not the delay was outside the control of the submitting firm. The City of Freeport reserves the right to negotiate with any and all persons or firms submitting timely bids.

All Proposals submitted for City consideration must include the original and four (4) copies, be clearly marked on the outside of the sealed envelope with the words "City of Freeport, Attention: City Secretary, RFP# – Freeport Dugout Roofing Structure Replacements", and must contain the name of the company submitting the Bid.

Bids will be publicly opened and read at the Freeport City Hall located at 1201 North Avenue H, Freeport, Texas 77541 on Thursday October 3, 2024 at 10:00 a.m.

RFP documents may be downloaded from the City of Freeport's website at [freeport.tx.us/page/public notices](http://freeport.tx.us/page/public%20notices) or obtained in person at Freeport City Hall, 1201 North Avenue H., Freeport, Texas.

The City of Freeport is an Affirmative Action/Equal Opportunity Employer.

1st Advertisement: The Facts, Tuesday, September 17, 2024

2nd Advertisement: The Facts, Tuesday, September 24, 2024

For inquiries regarding this RFP, please contact Cathy Ezell, Finance Director by phone, 979-871-0107, or email, cezell@freeport.tx.us The deadline for inquiries is Friday, September 27, 2024 at 5:00 P.M.

**CITY OF FREEPORT
REQUEST FOR PROPOSAL # 2024-13
Freeport Dugout Roofing Structure Replacements**

INSTRUCTIONS TO BIDDERS

READ THIS ENTIRE DOCUMENT CAREFULLY AND FOLLOW ALL INSTRUCTIONS. YOU ARE RESPONSIBLE FOR FULFILLING ALL REQUIREMENTS STATED HEREIN. THE INSTRUCTIONS AND CONDITIONS APPLY TO ALL RFP'S AND BECOME A PART OF THE TERMS AND CONDITIONS OF ANY RFP'S SUBMITTED AND ANY AGREEMENT ENTERED SUBSEQUENT THERETO, UNLESS EXCEPTION IS TAKEN IN WRITING BY BIDDER WHEN SUBMITTING QUALIFICATIONS.

1. RFP, PREPARATION AND SUBMITTAL

Bidders must utilize the required Forms and must submit the original and four (4) copies of the sealed RFP to the City Secretary prior to the response due date and time as described in the Invitation to Bidders. Failure to submit the additional copy may result in the Bidder being declared unresponsive to specification and may not be further evaluated.

All figures must be written in ink or typed. Figures written in pencil or erasers are not acceptable. However, mistakes may be crossed out, corrections inserted and initialed in ink by the person signing the Forms. No oral, telegraphic, telephonic, e-mailed or facsimile Proposals will be considered. All Proposals must be submitted in a sealed envelope. Bidders must provide all documentation required with the RFP response. Failure to provide this information may result in rejection of Proposals.

2. SUBMISSION

Responses must be received at the City of Freeport- City Hall, City Secretary's Office, 1201 North Avenue H, Freeport, TX 77541, no later than 10:00 a.m., Thursday, October 3, 2024. In the interest of fairness to all bidders submitting Proposal documents and to allow for the City's timely review, Proposals received after the scheduled receipt time will not be accepted. All Proposals received become the property of the City and will not be returned. Faxed or e-mailed documents will not be accepted. A total of four (4) bound hard copies and one (1) electronic copy must be submitted in a sealed envelope labeled as "RFP for Freeport Dugout Roofing Structure Replacements".

The Proposals should include the following information:

Cover Letter (one page maximum)	Phone Number
Firm Name	Email Address
Address	
City, State, Zip	Name of Project Manager
	Signature and Name of Principal with signing authority

SIGNATURES

All Proposal responses are required to be signed by an authorized representative of the Bidder's entity. Proposal responses received unsigned will result in the Proposal being declared unresponsive to specification and may not be further evaluated.

Terms and Agreement Duration: it is anticipated that the duration of the agreement may be for 10 months or extended by the City. The City reserves the right to cancel any professional agreement after giving thirty (30) days written notice for unresolved issues or problems.

There will be no pre-proposal conference. Questions regarding this request should be directed in writing to:

The City Secretary, Clarisa Molina at cmolina@freeport.ts.us no later than one week before the Proposal due date.

Maintaining integrity of the Proposal process is of paramount importance for the City. To this end, do not contact any members of City Council or City Staff, or other than the City Secretary, regarding the subject matter of this Proposal until selection has been made. All clarifications and interpretations shall be in writing. Any clarification or interpretation that is not in writing shall not legally bind the City. Only information supplied by the City in writing or in this RFP should be used in preparing the Proposal.

This RFP does not commit the City to pay for any direct and/or indirect costs incurred in the preparation of the Proposal and presentation of a response.

The City reserves the right to reject any and all proposals, and to waive all technicalities. The right is reserved to make award as considered to be the most advantageous to the City.

Award: The City reserves the right to negotiate with any and all firms that submit proposals. The engagement process is summarized as follows:

- The City will open and review submissions
- The Review Committee shall rank submissions according to the proposal criteria and prepare a recommendation to the City Council.
- The Review Committee may, at its discretion, request proposing bidders to be interviewed.
- Proposals and rankings will be submitted and recommended to the City Council for consideration at a regularly scheduled City Council meeting after the scoring meeting.
- Performance Bond issued after selection of bidder
- Notice to proceed

3. PROPOSAL ALTERATION/WITHDRAWAL

Proposals cannot be altered or amended after the submission deadline. The signer of the Proposal, guaranteeing authenticity, must initial any interlineations, alteration, or erasure made before RFP opening time. RFP may be withdrawn by written request signed by the firm prior to the time fixed for opening; however, such written request must be received by the City in the normal course of business and prior to the time fixed for RFP opening. Negligence on the part of the Bidder in preparing the RFP represents no right for withdrawal after the RFP is opened. No RFP may be withdrawn for a period of sixty (60) calendar days after opening of the RFP'S.

4. DISQUALIFICATIONS OF BIDDERS

The Firms may be disqualified and their RFP'S and proposals not considered for the following reasons, including, but not limited to:

- Reason for believing collusion exists between bidders.
- The Bidder being an interested party in any litigation against the City.
- Failure to use the required Forms furnished by the City.
- Failure to comply with any of the requirements contained herein.
- Lack of signature by an authorized representative on the signature Form.
- Failure to properly complete the RFP Form.
- Bidder is indebted to the City.
- Communicating with an elected official regarding this RFP or its award.

5. BASIS OF AWARD

It is the intent of the City to award the Contract to the Bidder(s) submitting the most efficient and/or most economical for the City. It shall be based on all factors, which have a bearing on price and performance of the items in the user environment. All RFP's are subject to re-tabulation. Compliance with all RFP requirements, delivery and needs of the using department are considerations in evaluating RFP's

The City of Freeport reserves the right to contact any offeror, or at any time, to clarify, verify or request information with regard to any RFP. Unless stipulated in the attached RFP, the contract will be awarded to the lowest responsible bidder or to the bidder who provides goods and services specified herein at the best value for the City of Freeport in compliance with Section 252.043 of the Texas Local Government Code. The City reserves the right to waive any formality or irregularity, to make awards to more than one offeror, or to reject any or all RFP.

The City anticipates awarding the contract by October 7, 2024. The recommended contractor will be notified prior to Council consideration of award.

The City anticipates awarding this project to one bidder.

6. PROTESTS

All protests regarding the RFP solicitation process must be submitted in writing to the City within five (5) working days following the opening of the RFP's. This includes all protests relating to advertising of RFP notices, deadlines, RFP opening, and all other related procedures under the Texas Local Government Code, as well as any protests relating to alleged improprieties or ambiguities in the specifications.

This limitation does not include protests relating to staff recommendations as to award of this RFP. Protests relating to staff recommendations may be directed to the City Manager within five (5) days of the staff recommendation memo. Unless otherwise provided by law, all staff recommendations will be made available for public review prior to consideration by the City Council.

BID SECURITY/BOND REQUIREMENTS: a bid security of 5% shall be submitted with all construction bids. Any bid submitted without bid bond, or cashiers/certified check, shall be considered non-responsive and will not be considered for award. Performance and/or payment bonds, when required, shall be submitted to the City, prior to commencement of any work pursuant to the agreement provisions.

CITY OF FREEPORT CONTRACTOR INSURANCE REQUIREMENTS

Contractors providing good, materials and services for the City of Freeport shall, during the term of the contract with the City or any renewal or extension thereof, provide and maintain the types and amounts of insurance set forth herein. All insurance and certificate(s) of insurance shall contain the following provisions:

1. Name the City, its officers, agents, representatives, and employees as additional insureds as to all applicable coverage with the exception of workers compensation insurance.
2. Provide for at least thirty (30) days prior written notice to the City for cancellation, non-renewal, or material change of the insurance.
3. Provide for a waiver of subrogation against the City for injuries, including death, property damage, or any other loss to the extent the same is covered by the proceeds of insurance.

Insurance Company Qualification: All insurance companies providing the required insurance shall be authorized to transact business in Texas and rated at least "A" by AM Best or other equivalent rating service.

Certificate of insurance: A certificate of insurance evidencing the required insurance shall be submitted with the contractor's bid or response to proposal. If the contract is renewed or extended by the City, a certificate of insurance shall also be provided to the City prior to the date the contract is renewed or extended.

Type of Contract	Type and amount of Insurance
-------------------------	-------------------------------------

Special Events	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including coverage for advertising injury and products coverage
----------------	---

	Statutory Workers compensation insurance as required by state law
--	---

	(If the contractor serves alcoholic beverages) Liquor Liability with a minimum of \$1 Million Dollars per Occurrence and \$2 Million Aggregate.
--	---

	(If high risk or dangerous activities) Umbrella Coverage or Liability Excess Coverage of \$ 2 Million Dollars
--	---

	(If automobile or limousine service is involved even if volunteers)
--	---

Automobile Liability with a minimum of \$1 Million Dollars combined single limit.

Public Works and Construction	General Liability insurance for personal injury (including death) and property damage with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate, including advertising injury, products coverage and (XCU) Explosion, collapse and underground (If high risk or dangerous activities) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars Statutory Workers compensation insurance as required by state law
-------------------------------	--

Professional Services	Professional Liability Insurance with a minimum of \$1 Million Dollars per occurrence and \$2 Million Dollars aggregate.
-----------------------	--

	(If size or scope of project warrant) Umbrella Coverage or Excess Liability Coverage of \$2 Million Dollars
--	---

Submit Insert System for Award Management (SAM) record search for company name and company principal from <https://www.sam.gov/SAM/>

Example:

The screenshot shows the SAM.gov website interface. At the top, there's a navigation bar with links like HOME, SEARCH RECORDS, DATA ACCESS, CHECK STATUS, ABOUT, and HELP. A banner at the top right promotes a new sign-in method using SAM email for login.gov. Below the navigation bar, a maintenance alert states that SAM.gov will be down on Saturday, 02/15/2020 from 8:00 AM to 3:00 PM. The main section is titled 'Search Results' and contains a list of instructions for users. Below this, the current search terms are 'City of Freeport'. The search results show 4 total records, with the first result displayed. The first result is for 'FREEPORT, CITY OF' with DUNS number 102914806, CAGE Code 617M3, and Status: Active. The second result is for 'FREEPORT, CITY OF' with DUNS number 005598461, CAGE Code 5CLE6, and Status: Active. The page also includes filters for Record Status (Active, Inactive) and Record Type (Entity Registration, Exclusion).

View assistance for SAM.gov

SAM
SYSTEM FOR AWARD MANAGEMENT

A NEW WAY TO SIGN IN - If you already have a SAM account, use your SAM email for login.gov. **Log In**

[Login.gov FAQs](#)

HOME SEARCH RECORDS DATA ACCESS CHECK STATUS ABOUT HELP

ALERT: SAM.gov will be down for scheduled maintenance Saturday, 02/15/2020 from 8:00 AM to 3:00 PM

Search Results

- Your search results represent the broadest set of records that match your search criteria. You may get entity registration records that are still in progress or have been submitted, but not yet activated. Check the status of each record.
- Of note, some entities choose to opt out of public display. Even if they are registered in SAM, you will not see their entity registration records in a public search. You can only see them if you log in as Federal Government user.
- You can refine your search results. If you used the Quick Search, select the search filters on this page. If you used one of the Advanced Search options, select the Edit Search button.
- If you want to perform a new search, use the Clear button to remove your current search results. If you are logged in with your SAM User Account, you can save your search criteria to run again later using the Save Search button.
- NOTE:** Please read this important message when searching for exclusion records.

Current Search Terms: City of Freeport*

[Clear Search](#)

Total records: 4 [Save PDF](#) [Export Results](#) [Print](#)

Result Page: 1 **Sort by:** Relevance **Order by:** Descending

FILTER RESULTS Your search for City of Freeport* returned the following results...

By Record Status	Entity	Entity	Status
☒ Active	FREEPORT, CITY OF	DUNS: 102914806	Active
☐ Inactive		CAGE Code: 617M3	View Details
		Has Active Exclusion?: No	
		Expiration Date: 06/05/2020	
		Debt Subject to Offset?: No	
By Record Type		Purpose of Registration: Federal Assistance Awards Only	
☐ Entity Registration			
☐ Exclusion	FREEPORT, CITY OF	DUNS: 005598461	Active
Apply Filters		CAGE Code: 5CLE6	View Details
		Has Active Exclusion?: No	
		DoDAAC:	

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type.
See Specific Instructions on page 3.

1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.

TRA-CON LLC

2 Business name/disregarded entity name, if different from above

3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☒ Individual/sole proprietor or single-member LLC

☐ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) _____

Exemption from FATCA reporting code (if any) _____

(Applies to accounts maintained outside the U.S.)

5 Address (number, street, and apt. or suite no.) See instructions.

1 WEST WAY COURT

Requester's name and address (optional)

6 City, state, and ZIP code

LAKE JACKSON, TX 77566

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

____ - ____ - ____

or

Employer identification number

99 - 4206960

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ►

10/03/2024

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

N/A

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☒ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7

Signature of vendor doing business with the governmental entity

Date

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

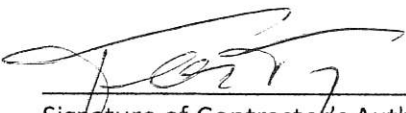
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, TRA-CON LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

TROY TRACY OWNER

Printed Name and Title of Contractor's Authorized Official

9/8/2024

Date

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Bid (BID) number; Invitations for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/bid control number assigned by the Federal agency). Included prefixes, e.g., "BID-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

(b) Enter the full names of the individual(s) performing services, and include full address if different from 10(a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503

Approved by OMB
0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

Type of Federal Action: a. contract ____ b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	Status of Federal Action: a. bid/offer/application ____ b. initial award c. post-award	Report Type: a. initial filing ____ b. material change
Name and Address of Reporting Entity: ____ Prime ____ Subawardee Tier _____, if Known: Congressional District, if known:		If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, if known:
Federal Department/Agency:	7. Federal Program Name/Description: CFDA Number, if applicable: _____	
Federal Action Number, if known:	9. Award Amount, if known: \$ _____	
10. a. Name and Address of Lobbying Registrant (if individual, last name, first name, MI):	b. Individuals Performing Services (including address if different from No. 10a) (last name, first name, MI):	
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.		
Federal Use Only		Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____
		Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97)

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is NO Interested Party. ☐

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address _____
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

NAME OF FIRM	TELEPHONE #	\$ INVOLVEMENT