



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, May 19, 2025, 6:00 PM | Council Chamber | 430 North Brazosport Blvd. , Freeport, Texas 77541

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

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

1: Call to Order:

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

2: Consent Agenda:

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

- 2A. Action regarding Minutes, May 5, 2025 - Clarisa Fernandez, City Secretary
- 2B. Action approving Resolution No. 2025-2912 authorizing application for Grant FY2026 Criminal Justice Grant # 5104302 Radio System Modernization Project-David Fernandez, Detective/PD IT Manager

- 2C. Action approving Resolution No. 2025-2913 authorizing application for Grant FY2026 Criminal Justice Grant #5442501 Dispatch Console Replacement Project-David Fernandez, Detective/PD IT Manager
- 2D. Action approving Resolution No. 2025-2914 authorizing application for Grant FY2026 Rifle-Resistant Body Armor Grant Program(BAGP) Grant # 5481901 Rifle-Resistant Body Armor-David Fernandez, Detective/PD IT Manager
- 2E. Action approving Resolution No. 2025-2915 authorizing application for Grant FY2026 Project Safe Neighborhoods Grant program Grant # 5530901 Safe Parks Initiative-David Fernandez, Detective/PD IT Manager
- 2F. Action approving Resolution No. 2025-2916 authorizing the application to the Texas Department of Transportation (TxDOT) Transportation Alternatives (TA) Program Sidewalks Projects and Designating the City Manager as the Official with Full Authority to Act for the Purposes of the Program.- Ashlee Hurst, Finance Director
- 2G. Action approving Resolution No. 2025-2917 authorizing the application to the Texas General Land Office (GLO) Beach Maintenance Reimbursement (BMR) Program and Designating the Finance Director as the Official with Full Authority to Act for the Purposes of the Program.- Ashlee Hurst, Finance Director

3: Proclamations - Presentations and Updates

- 3A. Presentation of Annual Brazosport Tourism Report- Edith Fischer, Director of Tourism
- 3B. Upcoming Events - Freeport Historical Museum, Shark Exhibit , May 24th - August 13th

4: Business

- 4A. Consideration and possible action approving Resolution No. 2025-2918 authorizing the City Manager to Apply to the Office of the Governor for the State and Local Cybersecurity Grant Program (SLCGP)- Mitigation Projects, FY2026 Grant #5479601.(David Fernandez)
- 4B. Consideration and possible action approving Cooperation agreement between the City of Freeport and Texas Home Collaborative (Public Housing Authority) Sienna Villas Apartments.(Lance Petty)
- 4C. Consideration and possible action on the approval of the Windstorm Insurance Policy Renewal.(Ashlee Hurst)
- 4D. Consideration and possible action approving Ordinance No. 2025-2738 amending the Code of Ordinances to Adopt the 2021-2020 Editions of the International Codes.(Patti Foster)
- 4E. Consideration and possible action for approving the purchase of 2- Zero Turn Mowers.(Rudy Ragle)

5: Executive Session

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

- 5A. Executive Session regarding a.) (Deliberations about Real Property) 1.) Discussion on 200 West 2nd Street pursuant to Section 551.072.

6: Reconvene into Open Session:

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

7: Adjournment

- 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.

CF

Clarisa Fernandez,
City Secretary, City of Freeport, Texas



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, May 5, 2025 at 6:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd. , Freeport Texas for the purpose of considering the following agenda items:

City Council:

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

Staff:

- Lance Petty, City Manager
- David Olson, Interim City Attorney
- Clarisa Fernandez, City Secretary
- Ashlee Hurst, Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Crystal Ruiz, Executive Administrative Assistant
- Lily Celedon, Staff Accountant
- Corey Brinkman, Interim Police Chief
- Rudy Ragle, Public Works Director
- Laura Cramer, Special Projects Supervisor
- Chris Motley, Fire Chief
- Patti Foster, Interim Building Official
- Holden Ezell, Building Inspector

Visitors:

David McGinty	Kenneth Hayes
Ron Bachman	Ruben Renobato
Margaret Bachman	Sam Reyna
Linda Marshall	Nicole Mireles
Manning Rollerson	

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.

Mayor Cain said he appreciated getting the audience participation forms prior to the meeting starting. He said he made a statement a few weeks back that he would really like to have these prior to the meeting. He said if the meeting starts at 6:00P.M. then he wants them before 6:00P.M. and does not want them once the meeting has already begun. He said he appreciated those that had turned them in and those who turned them in prior to it.

Sam Reyna resides at 2002 North Avenue G. He said Happy Cinco de Mayo. Mr. Reyna said it is unacceptable that Freeport City Councilman Jeff Pena is using his Jeff Pena for Freeport Ward A Facebook page, an extension of his public office, to suppress free speech. He said while he respectfully disagreed with one of his posts—Channel 13 interview—he deleted his comment and blocked him entirely from the page. He said the page uses the address of City Hall and clearly functions in his capacity as a City Councilman, as recently upheld by the U.S. Supreme Court, public officials cannot censor or block constituents from engaging on official social media platforms. He said this is an ongoing violation of his First Amendment Rights and should concern every resident who values transparency, accountability, open dialogue, and local government.

Manning Rollerson said he hoped the Council had a glorious holiday. He said he was there to address the 23-year-old problem. He said for 23 years, DOW has been dumping in the Brazos River without a permit. He asked if the City knew? He said the last time DOW had a permit was in 2014 to discharge in the Brazos and now they are coming back this month, and they are asking to increase the discharge into the Brazos. He said his concern is what he addressed with TECQ is at the end of the day, 36 years one man had a ripeness discharge permit and, for 36 years, how can you tell him that the water was not contaminated in the Brazos when they had no permit. He said every five years the question was every five years that they update those permits and asked where the City was at in all of this making sure that the waterways that they advertise, tourism, that the waterways are safe and the seafood in this community is safe to eat. He said at the end of the day, the City has a Health Department that is supposed to inform the residents of the water, if it is good enough to drink, but come to find out the Council has done nothing for 23 years. Mr. Rollerson said he blames it on every administration that was in the City government, because every quarterly they are supposed to know if that water is safe and if DOW has not had a permit in 23 years, that means the water is not safe. He asked who dropped the ball? He said he asked the same thing to DOW representative, the same thing he asked TECQ, same thing he asked emergency management, who dropped the ball? He said because at the end of the day, the Council says they care about the residents and if they do not know what is happening in that river over there, then they do not care about any of the residents. Mr. Rollerson said just like the incident with Freeport LNG. He asked what has the Council done about it yet? He said because there is a lawsuit going to go against Mr. Michael Smith. He said he even signed an arrest warrant for him just waiting for him to pick him up. He said the City of Freeport is an investor also. He asked what is the Council doing about getting these people paid in the City of Freeport and there is a contingency plan that the Japanese government and the German government said that they have each banker and his insurance company and asked the Council what are they doing? He said they are poisoning the river, blowing up in the community, ton of leaks, and then they say it is safe to live in Freeport. He said no economical growth, no growth in 57 years. Mr. Rollerson said he could not see it. He said they are fussing about the little things, but the bigger corporation is killing us and our children and this community. He said at the end of the day he was 63 years old and God only promised me three scores and ten and many are blessed to live the age they are today. He said our responsibility is for the future. He asked what was going on why are they running out of business? He said a lot of businessmen called him this week and said they can not do no business in Freeport so now they are buying property in Clute and Lake Jackson to build businesses. He asked why staff

move back down to City Hall? He asked what happened to the insurance money? He asked what happened to the FEMA money? He said to the Council to do something and expect you to invest in downtown. He said all these problems we have are these issues they ask him about. Mr. Rollerson said his main issue was about that Brazos River. He asked are we safe? He asked if the water was safe? He said we need some statistics with that, because he is requesting that every citizen of Freeport be tested for all of these exposures to the water and all exposures from these explosions, and that is what he is working on.

Proclamations - Presentations and Updates

Employee Recognitions – Employee of the Month, Lily Celedon, Staff Accountant, Finance Department- Lance Petty, City Manager

City Manager Lance Petty presented Employee of the Month to Lily Celedon, Staff Accountant, Finance Department.

Proclamation for National Correctional Officer's Week- Corey Brinkman, Interim Police Chief

Mayor Cain read the Proclamation declaring the week of May 4, 2025, to May 10, 2025, as National Correctional Officers and Employees Week.

Proclamation for National Police Week- Corey Brinkman, Interim Police Chief

Mayor Cain read the Proclamation declaring the week of May 11, 2025, to May 17, 2025, as National Police Week.

Upcoming Events - Port Freeport Take a Child Fishing May 10th at Freeport Municipal Park 8:00A.M.

Rob Giesecke said he wanted to invite the members of the community to come out to Port Freeport 25th Annual Take a Child Fishing Tournament, which is this coming Saturday at Freeport Municipal Park. He said they will provide the bait and the community will have to bring their own rods and reels. He said they have over 200 door prizes. He said there are two age groups and there are three prizes for the heaviest stringers in those two age group. Mr. Giesecke said there are some pretty nice prizes as they have been seen in the years past. He said to take the little ones and come out on Saturday, and he hoped to see everyone at 8:00A.M. at Freeport Municipal Park.

Business

Consideration and possible action approving Minutes from April 21, 2025.

A motion was made by Councilman Matamoros to approve the Minutes from April 21, 2025 as presented, seconded by Councilman Rossow with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Consideration and possible action awarding Bid for Lift Station #1 Re location.

City Manager Lance Petty said on Thursday, March 27, 2025 the City opened BIDs for the relocation of Lift Station #1. He said the City engineer, Kimley Horn and Associates, have reviewed the BID documents attached. He said the City of Freeport and Port of Freeport entered into an agreement for the relocation of Lift Station #1 for the Port expansion a number of years ago. He said the agreement allowed for \$1.2 million dollars for the relocation of the lift station for Port expansion. He said this agreement included a 50/50 split cost of funding for any overages for the construction of the new lift station only, with the City of Freeport responsible for the costs associated with water and wastewater line extensions per the agreement. Mr. Petty said Texas Dewatering- \$2,298,646.03 and they were the lowest bidder. He said staff have reviewed the documents and have determined the City will need to provide a budget amendment to pay for the City's portion of the overage per the agreement. He said the \$1.2 million budgeted, and the City will need to utilize \$500,000 that is budgeted from Fund 14 Stormwater Project 2023-2024 which is a rollover, \$500,000 budget amendment from Fund 14 Project to be determined, which is a rollover in the budget, and \$98,646.03

budget amendment from Fund 25 for infrastructure roadway from OA Fleming Streets and that budget has \$1,000,000 in it. Mr. Petty said he has talked to Phyllis on the phone and the Port is not against maybe helping the City, but per the agreement, the City must fund this additional and then have discussions down the road. He said Kimley Horn and Associates were present, and Steven Kelly was the City Engineer that put this project together if the Council had any questions for him.

A motion was made by Councilman Matamoros to approve Texas Dewatering in the amount of \$2,298,646.03, seconded by Councilman Rossow with discussion that followed.

Councilman Pena asked if Texas Dewatering had done any work for the City in the past? City Manager Lance Petty said no. Councilman Pena said he guessed Kimley Horn was required to vet them to see if they qualified, had all the relevant experience and asked if this was right? Mr. Petty said yes. Councilman Pena asked if staffed reviewed Kimley Horn's reports and verified that everything was kosher? Mr. Petty said yes. Councilman Pena asked is part of that due diligence he guessed follow-up of the due diligence of Kimley Horn and asked if it was certain that Texas Dewatering meets all financial requirements as well as being properly insured and bonded to do this job? Mr. Petty said yes. Councilman Pena said he was curious as to why in the public packet the details of the BIDs by the different bidders were not included even in a redacted version, so that the public could review. He said he found over the last four and a half years as a Councilman is that there are a lot of shrewd residents that review these contracts and find a needle in the haystacks they get missed, and he just wanted to make sure that any contracts going forward are provided and is not sure why this one was not as they have been in the past, and so he was curious why that was decided that they would not be included. Mr. Petty asked as far as the contract? Councilman Pena said as far as the BIDs. Mr. Petty said he does not know why all the BIDs are not included. Councilman Pena said it was only a 36-page packet on the public side, and he knows on the Council side that it is the full packet but is wondering why that is not being disclosed to the public if that is public information. Interim City Attorney David Olson said he is not sure how it happened, but he will make sure that it is fixed moving forward. Councilman Pena asked if those could be posted on the City's website? Mr. Olson said yes, they are public documents. Councilman Pena asked if the public would have to make a public information request or could the City go ahead and be preemptive and provide them that everybody knew what the Council had? Mr. Petty said it can be provided it was a simple wrong click on the computer when making the agendas and something you hit the wrong button.

Mayor Cain said for those who are paying close attention to the budget under special consideration, the dollar amount is \$1,098,646.03.

City Manager Lance Petty said this project whenever the deal was done in the East End, it did include putting in water lines after all that was done, and Veolia went out and tested isolation and everything for their development, and they were not able fill the elevated tank and that is why there has to be an extension of the water lines and a reroute to make sure that they can fill the elevated tanks over there and so that is part of this BID as well. Interim City Attorney said, hence the overage and these are costs that the City is responsible for they were not contemplated by the settlement.

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".

Consideration and possible action approving Resolution No. 2025-2911 Amending the City of Freeport Policy Handbook Chapter 5 – Standards of Conduct revising Section 5.22 – Cell Phone Usage.

Human Resource Director Donna Fisher said she recommends approval of this resolution. She said the City has revised Section 5.22 Cell Phone Usage of the Policy Handbook to provide clear guidelines and expectations for cell phone usage in the workplace. She said the policy that is currently in the policy manual is from the original policy manual that was dated 2002 and so it does not reflect the prevalence of cell phones in the workplace. She said in 2002 and 2003 very few people had cellphones in the workplace, so

this revision will reflect the common usage and it will provide clear guidelines. She said the previous policy banned cell phones in the workplace, which is not reasonable now, but it does attempt to cover any situation that might arise from employees having cell phones in the workplace. She said so they have gone from a one-paragraph policy that basically said do not do it to a two-page policy that spells out expectations when you can and can not have your phone in the workplace and things like that.

A motion was made by Councilman Matamoros to approve Resolution No. 2025-2911 as presented, seconded by Councilman Davis with discussion that followed.

Mayor Cain said he liked what he read on this because it kind of follows the same policy he has at his work. Human Resource Director Donna Fisher said she tried to cover every possible scenario.

Councilman Pena asked what was the impetus for this? Human Resource Donna Fisher said that for one thing, she has been trying to go through policies to make sure they are up to-date for another, there have been instances where employees were scrolling through their phones when they should have been working and the previous policy said cell phones are banned, but that was not a reasonable expectation in this day and age so it was updated. Councilman Pena asked if there was a lot of lost company time? Ms. Fisher said not a lot but would like to prevent that. Councilman Pena asked how the City measure what was being lost and if it was able to monetize that or to enumerate it? Ms. Fisher said they have not and this was just some supervisor said so-and-so is scrolling through Facebook or so-and-so is listening to a podcast when they should have been answering a question from someone that kind of thing, but nothing major. Councilman Pena asked no mission-critical positions? Ms. Fisher said no. Councilman Pena asked if this was universal across the board for every employee or just specific departments. Ms. Fisher said across the board. Councilman Pena asked what department it was that this was being flagged for? Ms. Fisher said it was a couple of different departments. Councilman Pena asked if this policy covers both company cell phones and personal cell phone users? Ms. Fisher said yes it does and it has a separate section for City issued cell phones. Councilman Pena asked how is the City looking to enforce it or identify it? Ms. Fisher said that is going to be up to the supervisors and department directors, but that gives them more guidelines to use in doing that. Councilman Pena said he is just wondering about the privacy issues and concerns as the City staff on their personal phones versus the privacy of it are not really allowed he would image on the City phones. Ms. Fisher said City phones are subject to being examined at any time upon request and personal phones are not. Interim City Attorney David Olson said there is no expectation of privacy with the City-issued phone and this is really restricting use, and it is not about what they are doing it is about what they are doing. Councilman Pena said he just wanted to make sure to be clear about what is being restricted and asked if the City is restricting personal phone usage during business hours or both? Mr. Olson said both how they use it because they do not want people with a City issued phone driving, especially in a safety-sensitive position on the phone while driving, so this clearly outlines what they can and can not do when it comes to things like driving and other things. Ms. Fisher said driving and excessive personal calls during work time are that kind of thing. Councilman Pena asked if this is also retroactive from today? Ms. Fisher said it will be whenever the Council approves it. Councilman Pena asked what are the lines of punishment for disciplinary action if those particular norms were violated? Ms. Fisher said normal disciplinary action could be a written confirmation of a verbal warning, written warning, depending on how many violations it could be a demotion, suspension, or termination, depending on if somebody is texting while driving that is strictly prohibited and that is going to have a more serious discipline. Councilman Pena said if texting while driving is prohibited in the school zones that he is aware of, and he knows that in the City of Angleton if you are driving down to 288 there is no texting allowed and asked if the City of Freeport has that ordinance as well? Ms. Fisher said she believes statewide. Mr. Olson said it is a statewide offense but does not if there is an individual ordinance prohibiting that is not necessary for the Police Department to enforce certain things. Ms. Fisher said it is bolder in this policy that the City strictly prohibits any employee from texting while driving. Councilman Pena asked if the City employee phone numbers were available to the public or are they also private? Ms. Fisher said personal numbers are private. Councilman Pena asked the company City

issued phones? Mr. Olson said most of those are even posted as part of their job on the website so people can get in touch with them. Councilman Pena said so, typically in the City issued cell phones are administered to all City Staff? Ms. Fisher said no, it may be directors or supervisors or certain Police Department employees. Ms. Fisher said she does not issue those so she does not know exactly which employees and City issued phones are issued at the request of the department and so those are issued through IT.

Mayor Cain asked City Manager Lance Petty if he knew how many City-issued phones the City had? IT Director Toby Cohen said 47.

Councilman Pena asked how many employees there were? Human Resource Director Donna Fisher said 140. Councilman Pena asked if the public information request reached to the City issued one but not the personal ones? Ms. Fisher said personal cell phones can be removed for public information requests. Councilman Pena said he is just trying to understand how the City staff can actually still use their cell phones to conduct personal business and family business and also how they are going to be operating doing City business and what loopholes there might be for sharing information that might be of public interest.

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 by City Council approving the sale of trust property within the city limits located at Velasco Townsite, Block 747, Lot 4 & 10 (Undivided Interest 50.0000000000%) and being identified by the Brazoria County Tax office account number 8110-3450-000.

Special Projects Supervisor Laura Cramer said back in February she brought this particular piece of property to the Council and asked them to deny it on this resell offer to allow her time to contact the owner of the property of the other 50%, because these two lots they are only offering it for sale 50%. She said she was able to reach out to the other owners, and they were the ones that had made the BID on the property, so this would make them 100% owners of the lots.

Mayor Cain said he appreciated Special Projects Supervisor Laura Cramer doing that because it makes a lot more sense. Ms. Cramer said it does.

Interim City Attorney David Olson said basically the only part that was foreclosed upon was a 50% undivided interest, so two people owned half of the property and now 50% is what was being put up for auction. Special Projects Supervisor Laura Cramer said it has been BID on by the other 50%. Mr. Olson said he submitted the minimum BID, but it is there for the Council's consideration.

Mayor Cain said that way, instead of two people owning one piece of property, one person is going to own the whole. Interim City Attorney David Olson said it makes the property more developable and more marketable.

Special Projects Supervisor Laura Cramer said the family owns all the property in between the two lots because they are like bookends of about 5 or 6 lots.

A motion was made by Mayor Cain to approve the sale of trust property within the city limits located at Velasco Townsite, Block 747, Lot 4 & 10 (Undivided Interest 50.0000000000%) and being identified by the Brazoria County Tax office account number 8110-3450-000, seconded by Councilman Pena with discussion that followed.

Mayor Cain said, like he mentioned before, this makes perfect sense.

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 Ordinance No. 2025-2738 amending the Code of Ordinances to Adopt the 2021-2020 Editions of the International Codes.

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

Mayor Cain said the reason for tabling it is that it is not ready and the verbiage in the packet does not match with what needs to be voted on, so he would like it to come back with the proper verbiage.

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

A motion was made by Mayor Cain to adjourn the meeting, seconded by Councilman Matamoros with discussion that followed.

Councilman Davis asked how to make a motion to go into the Executive Session for an update?

A motion was made by Mayor Cain to table his motion to adjourn.

A motion was made by Councilman Davis to go into Executive Session for Consultation with Attorney, seconded by Councilman Rossow with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Executive Session:

Executive Session regarding a.) Consultation with Attorney pursuant to Section 551.071.

The Regular Session closed at 6:42P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

Executive Session ended at 7:17P.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 Mayor Cain to adjourn the meeting, seconded by Councilman Matamoros with all present and voting "Aye" 4-1. Councilman Pena voted "Nay". Mayor Cain adjourned the meeting at 7:18P.M.

Jerry Cain, Mayor

Clarisa Fernandez, City Secretary



City Council Agenda Item #[2.B]

Title: Action approving Resolution No. 2025-2912 authorizing application for Grant FY2026 Criminal Justice Grant # 5104302 Radio System Modernization Project-David Fernandez, Detective/PD IT Manager

Date: May 19, 2025

From: David Fernandez, Detective

Staff Recommendation: Staff recommends to approve resolution for grant application.

Item Summary: The police department has applied for a number of grants to obtain needed equipment and update/replace outdated equipment. This grant will assist the department in upgrades to radio equipment. The current radio infrastructure contains end-of-life equipment. Motorola announced that the model of the AVTEC VP Gates and Dispatch consoles our agency uses have reached their end of life and service support is ending.

Background Information: N/A

Special Considerations: N/A

Financial Impact: No grant match is needed.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution Grant 5104302 Radio System Modernization Project

RESOLUTION NO. 2025-2912

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, FOR THE GRANT FOR FY2026 CRIMINAL JUSTICE GRANT PROGRAM GRANT# 5104302 TITLED RADIO SYSTEM MODERNIZATION PROJECT, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

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

WHEREAS, the City Council of the City of Freeport finds it in the best interest of and to benefit the health, safety, and welfare of the citizens of Freeport, that the city submit an application to the Office of the Governor of the State of Texas to receive a grant for the FY2026 Criminal Justice Grant Program Grant# 5104302 Titled Radio System Modernization Project be operated for the Fiscal Year 2025-2026 and comply with all the conditions contained therein.

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

WHEREAS, City of Freeport designates City Manager Lance Petty as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

First, that the City Council of the City approves submission of an application to the Office of the Governor, for a Grant for the FY2026 Criminal Justice Grant Program Grant# 5104302 Titled Radio System Modernization Project.

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

Third, that the authorized official is given the power to apply for, accept, reject, alter or terminate the grant

on behalf of the City.

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

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

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

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

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

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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



City Council Agenda Item #[2.C]

Title: Action approving Resolution No. 2025-2913 authorizing application for Grant FY2026 Criminal Justice Grant #5442501 Dispatch Console Replacement Project-David Fernandez, Detective/PD IT Manager

Date: May 19, 2025

From: David Fernandez, Detective

Staff Recommendation: Staff recommends to approve resolution for grant application.

Item Summary: Grant project seeks to remove and replace dispatch furniture that is nearing its end of life and is no longer functional. The new dispatch furniture will enhance our operational capabilities by adding extra workstations, thereby expanding our dispatch capacity. These workstations have lost functionality due to their age. The up and down capabilities on both stations are stuck at heights that don't work for all dispatchers, making long shifts uncomfortable. This initiative is essential in addressing the urgent need to upgrade and expand outdated, end-of-life equipment to ensure a more efficient and effective dispatch environment.

In addition to new workstations, this project also includes dispatch chairs specifically rated for 24/7 use. Given the continuous nature of our operations, it is critical that Dispatchers have ergonomic, durable seating designed to withstand the demands of round-the-clock use. Proper seating will help support the health, comfort, and efficiency of our personnel, ultimately improving the effectiveness of emergency response operations.

Background Information: N/A

Special Considerations: N/A

Financial Impact: No grant match is needed.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution Grant 5442501 Dispatch Console Replacement

RESOLUTION NO. 2025-2913

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, FOR THE GRANT FOR FY2026 CRIMINAL JUSTICE GRANT PROGRAM GRANT# 5442501 TITLED DISPATCH CONSOLE REPLACEMENT PROJECT, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

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

WHEREAS, the City Council of the City of Freeport finds it in the best interest of and to benefit the health, safety, and welfare of the citizens of Freeport, that the city submit an application to the Office of the Governor of the State of Texas to receive a grant for the FY2026 Criminal Justice Grant Program Grant# 5442501 Titled Dispatch Console Replacement Project be operated for the Fiscal Year 2025-2026 and comply with all the conditions contained therein.

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

WHEREAS, City of Freeport designates City Manager Lance Petty as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

First, that the City Council of the City approves submission of an application to the Office of the Governor, for a Grant for the FY2026 Criminal Justice Grant Program Grant# 5442501 Titled Dispatch Console Replacement Project.

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

Third, that the authorized official is given the power to apply for, accept, reject, alter or terminate the grant

on behalf of the City.

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

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

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

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

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

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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



City Council Agenda Item #[2.D]

Title: Action approving Resolution No. 2025-2914 authorizing application for Grant FY2026 Rifle-Resistant Body Armor Grant Program(BAGP) Grant # 5481901 Rifle-Resistant Body Armor-David Fernandez, Detective/PD IT Manager

Date: May 19, 2025

From: David Fernandez, Detective

Staff Recommendation: Staff recommends approving the resolution for the grant application.

Item Summary: All of our full-time sworn officers have been issued rifle armor plates. However, our SWAT team is currently using vests and plates that were purchased in 2018. All of said rifle armor plates expired in 2023 or earlier. Our SWAT team is part of a regional team in Brazoria County that includes Lake Jackson, Brazoria County pct. 1, and Brazoria County Sheriffs Department. Last year our team ran over 30 high-risk search warrants. As such, our officers are in need of replacement carriers and rifle-rated plates.

Background Information: N/A

Special Considerations: N/A

Financial Impact: No grant match is needed.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution Grant 5481901 Rifle-Resistant Body Armor

RESOLUTION NO. 2025-2914

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, FOR THE GRANT FOR FY2026 RIFLE-RESISTANT BODY ARMOR GRANT PROGRAM GRANT# 5481901 TITLED RIFLE-RESISTANT BODY ARMOR PROJECT, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

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

WHEREAS, the City Council of the City of Freeport finds it in the best interest of and to benefit the health, safety, and welfare of the citizens of Freeport, that the city submit an application to the Office of the Governor of the State of Texas to receive a grant for the FY2026 Rifle-Resistant Body Armor Grant Program Grant# 5481901 Titled Rifle-Resistant Body Armor Project be operated for the Fiscal Year 2025-2026 and comply with all the conditions contained therein.

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

WHEREAS, City of Freeport designates City Manager Lance Petty as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

First, that the City Council of the City approves submission of an application to the Office of the Governor, for a Grant for the FY2026 Rifle-Resistant Body Armor Grant Program Grant# 5481901 Titled Rifle-Resistant Body Armor Project.

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

Third, that the authorized official is given the power to apply for, accept, reject, alter or terminate the grant

on behalf of the City.

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

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

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

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

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

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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



City Council Agenda Item #[2.E]

Title: Action approving Resolution No. 2025-2915 authorizing application for Grant FY2026 Project Safe Neighborhoods Grant program Grant # 5530901 Safe Parks Initiative-David Fernandez, Detective/PD IT Manager

Date: May 19, 2025

From: David Fernandez, Detective

Staff Recommendation: Staff recommends approving the resolution for the grant application.

Item Summary: This project is a crime prevention and public safety initiative aimed at enhancing security in Freeport's public parks. It involves installing high-definition cameras and the operation of a 24/7 real-time monitoring center in the Freeport Police Department Dispatch Unit. As part of broader efforts to improve park safety, the city has already upgraded lighting, installed new playground equipment to encourage community use, and enacted ordinances setting designated park hours. This project seeks to expand on the city's park safety efforts by implementing a proactive surveillance and real-time monitoring system designed to deter criminal activity, provide rapid law enforcement response, and enhance public confidence. The system will include strategically placed cameras covering key areas such as playgrounds, park entrances, and parking lots. These cloud-hosted, cellular-connected cameras offer a flexible and modular setup, allowing for easy relocation in response to shifting safety needs or emerging hotspots. The ultimate goal of this project is to ensure parks remain safe, accessible, and welcoming for all residents.

Background Information: N/A

Special Considerations: N/A

Financial Impact: No grant match is needed.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution Grant 5530901 Safe Parks Initiative

RESOLUTION NO. 2025-2915

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, FOR THE GRANT FOR FY2026 PROJECT SAFE NEIGHBORHOODS GRANT PROGRAM GRANT# 5530901 TITLED SAFE PARKS INITIATIVE, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

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

WHEREAS, the City Council of the City of Freeport finds it in the best interest of and to benefit the health, safety, and welfare of the citizens of Freeport, that the city submit an application to the Office of the Governor of the State of Texas to receive a grant for the FY2026 Project Safe Neighborhoods Grant Program Grant# 5530901 Titled Safe Parks Initiative be operated for the Fiscal Year 2025-2026 and comply with all the conditions contained therein.

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

WHEREAS, City of Freeport designates City Manager Lance Petty as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

First, that the City Council of the City approves submission of an application to the Office of the Governor, for a Grant for the FY2026 Project Safe Neighborhoods Grant Program Grant# 5530901 Titled Safe Parks Initiative.

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

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

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

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

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

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

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

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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



City Council Agenda Item #[2.F]

Title: Action approving Resolution No. 2025-2916 authorizing the application to the Texas Department of Transportation (TxDOT) Transportation Alternatives (TA) Program Sidewalks Projects and Designating the City Manager as the Official with Full Authority to Act for the Purposes of the Program.- Ashlee Hurst, Finance Director

Date: May 19, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends approval of the Resolution

Item Summary: The TxDOT TA Call for Projects opened in January 2025. City staff submitted two preliminary applications for projects, both referred to as 'Freeport Safe Route to School'. In March, the City was notified that we were eligible to submit the detailed applications for the projects before the June deadline. TxDOT requires a resolution to accompany any submitted detailed applications.

Background Information: One of the projects incorporates North Ave A to West Second Street and the other project incorporates West Second Street to West 8th Street. They are split between the two separate applications after being advised that smaller "chunks" of bigger projects are what this program is best designed for. Both projects are designed to provide ADA-compliant shared use paths along both sides of SH 288. This would also include better signage, lighting for higher visibility paths, and shade trees. Both projects would better connect the community to the nearby schools, parks, library, and police department. Brazosport ISD is in support of these projects, and their letter of support will be attached to our applications.

Special Considerations: N/A

Financial Impact: The project from West Second Street to West 8th Street is estimated to be \$1,140,000. The project from North Ave A to West Second Street is estimated to be \$2,030,000. The City also submitted documentation requesting TxDOT's involvement in the project, as we seemed to be eligible due to the City being a lower-income City. This would reduce any amount the City could be responsible for, if any. We will see the determination of that request in early June. More details regarding the details of this project will come forth as we know them. This resolution tonight is just to get the applications into the final review stages for the award.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:



1. Resolution for TA Detailed Application

RESOLUTION NO. 2025-2916

**A RESOLUTION SUPPORTING CITY OF FREEPORT'S APPLICATION TO THE
TEXAS DEPARTMENT OF TRANSPORTATION'S 2025 TRANSPORTATION
ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS**

WHEREAS, the Texas Department of Transportation issued a call for projects in January 2025 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of planning documents to assist communities of any size in developing non-motorized transportation networks. The TA funds require a local match, comprised of cash or Transportation Development Credits (TDCs), if eligible. The CITY OF FREEPORT would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT THAT: The CITY OF FREEPORT supports funding this project(s) as described in the 2025 TA Detailed Application (including the planning activities, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, financing, management, adoption and implementation of completed planning documents. The CITY OF FREEPORT is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the CITY COUNCIL of the CITY OF FREEPORT on the 19th day of MAY, 2025.

ATTEST:

APPROVED:

Clarisa Fernandez, City Secretary

Jerry Cain, Mayor

APPROVED AS TO FORM ONLY

Olson & Olson, Interim City Attorney



City Council Agenda Item #[2.G]

Title: Action approving Resolution No. 2025-2917 authorizing the application to the Texas General Land Office (GLO) Beach Maintenance Reimbursement (BMR) Program and Designating the Finance Director as the Official with Full Authority to Act for the Purposes of the Program.- Ashlee Hurst, Finance Director

Date: May 19, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends approval of the Resolution

Item Summary: The GLO Beach Maintenance Reimbursement Program is now accepting applications for Fiscal Year 2025-2026. The application requires a resolution to authorize the application for program funds and declare an official with full authority to act for the purposes of the program.

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

Special Considerations: N/A

Financial Impact: The City has received over \$110,000 in reimbursement from the program since FY2012-2013. This year's reimbursement is budgeted at \$12,000.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution Bryan Beach Maint. 2025-2026

RESOLUTION NO. 2025-2917

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

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

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

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

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

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

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

Section 3. That Finance Director, Ashlee Hurst, shall be vested with full authority to act for purpose of the Program.

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

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

DULY PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2025.

Jerry Cain, Mayor

ATTEST:

APPROVED AS TO FORM:

Clarisa Fernandez, City Secretary

David Olson, Interim City Attorney



March 31, 2025

Mr. Lance Petty
City Manager
1201 N. Avenue H
Freeport, TX 77541

Dear Mr. Petty:

The Brazosport Area Chamber of Commerce would like to request to be on the city council agenda for the May 19th meeting. At that time an update will be given on the Brazosport Convention & Visitors Council's tourism promotion. We will also ask for continued funding for our marketing efforts.

Feel free to contact Sandra Shaw or me if you have any questions.

Sincerely,

Edith Fischer
Director of Tourism



2024

Annual Report



A Division of the Brazosport Area Chamber of Commerce

**Promote the Brazosport Area as a
leisure and meeting destination.**

**Execute a Strategic Plan directed
by the Chamber Board of
Directors**

**Make an annual presentation and
submit quarterly reports outlining
how tax funds are spent.**

**Funded by hotel occupancy taxes
collected from Clute, Freeport,
Lake Jackson and Surfside Beach**

INDUSTRY PARTNERS

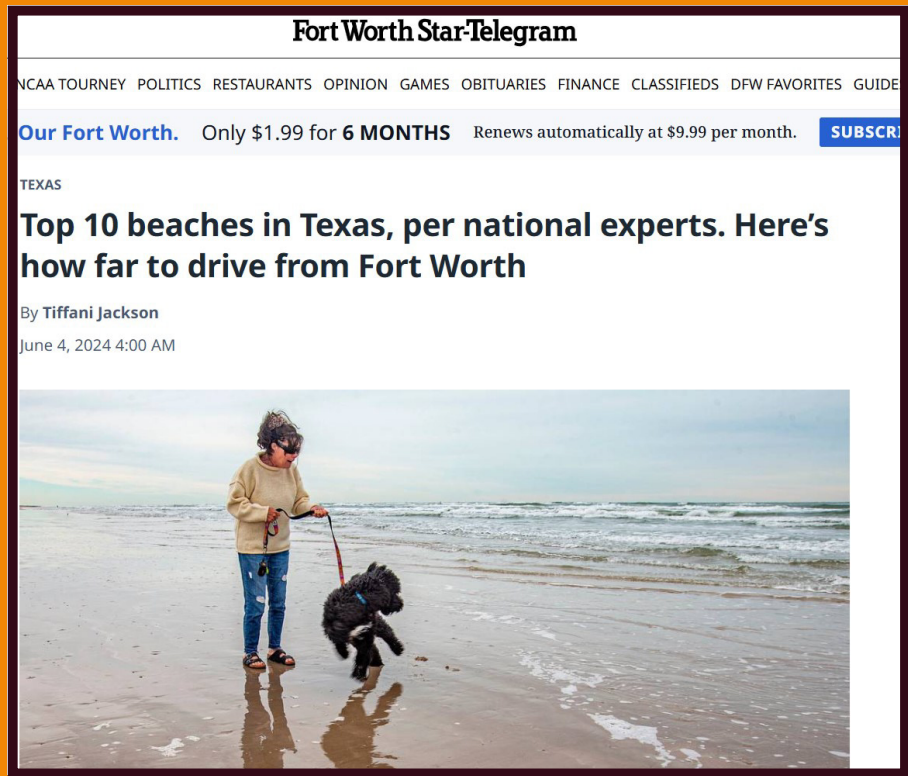
- **Local Accommodations & Attractions**
- **Around Houston/Visit Houston**
- **Brazoria County Parks Department**
- **Office of the Governor - Tourism Division**
- **Texas Parks & Wildlife**
- **TXDOT - Tourism Division**
- **Texas Travel Alliance**
- **Texas Hotel & Lodging Association**
- **Texas Independence Trail Region**
- **Texas Historical Commission**



Advertising & Promotion

- 10Best.USAToday.com
- AAA Explorer Texas E-newsletter
- Around Houston Visitors Guide
- Brand USA
- Chron.com
- Expedia
- Group Tour Magazine
- Guide to Brazoria County
- KatyMagazineOnline.com
- NerdWallet.com
- Social Media Facebook, Instagram
- Star-Telegram.com
- Texas Co-op Power Enews
- Texas Co-op Power Magazine
- Texas Events Calendar, Winter, Spring, Summer, Fall
- Texas Highways Enews
- Texas Highways Magazine
- Texas Parks & Wildlife Magazine
- Texas State Travel Guide
- TheTravel.com
- TourTexas.com
- USA-Reisen
- VisitHoustonTexas.com English, Spanish and Chinese

**A combined circulation and impressions of over 8 million,
totaling more than \$150,000 worth of advertising.**



SHOWS CONFERENCES

- Dallas Travel & Adventure Show
- HGAC's Economic Development & Tourism Two-Step Workshop
- HGAC's Bringing Back Main Street Roundtable
- Texas Downtown Regional Roundtable
- Texas Historical Commission Heritage Tourism Workshop
- Texas State Fair
- Texas Travel Counselor's Travel Expo
- Texian Rally



VisitBrazosport.com



- **96,000 pageviews**
- **306,000 event count**
- **Top Pages: Beaches, Attractions, Dining, Stay**
- **Top Locations: Houston, DFW, Austin, San Antonio**
- **Top Referrals: Facebook, VisitHoustonTexas, 365ThingsinHouston**

SPECIAL PROJECTS



TOURISM FRIENDLY

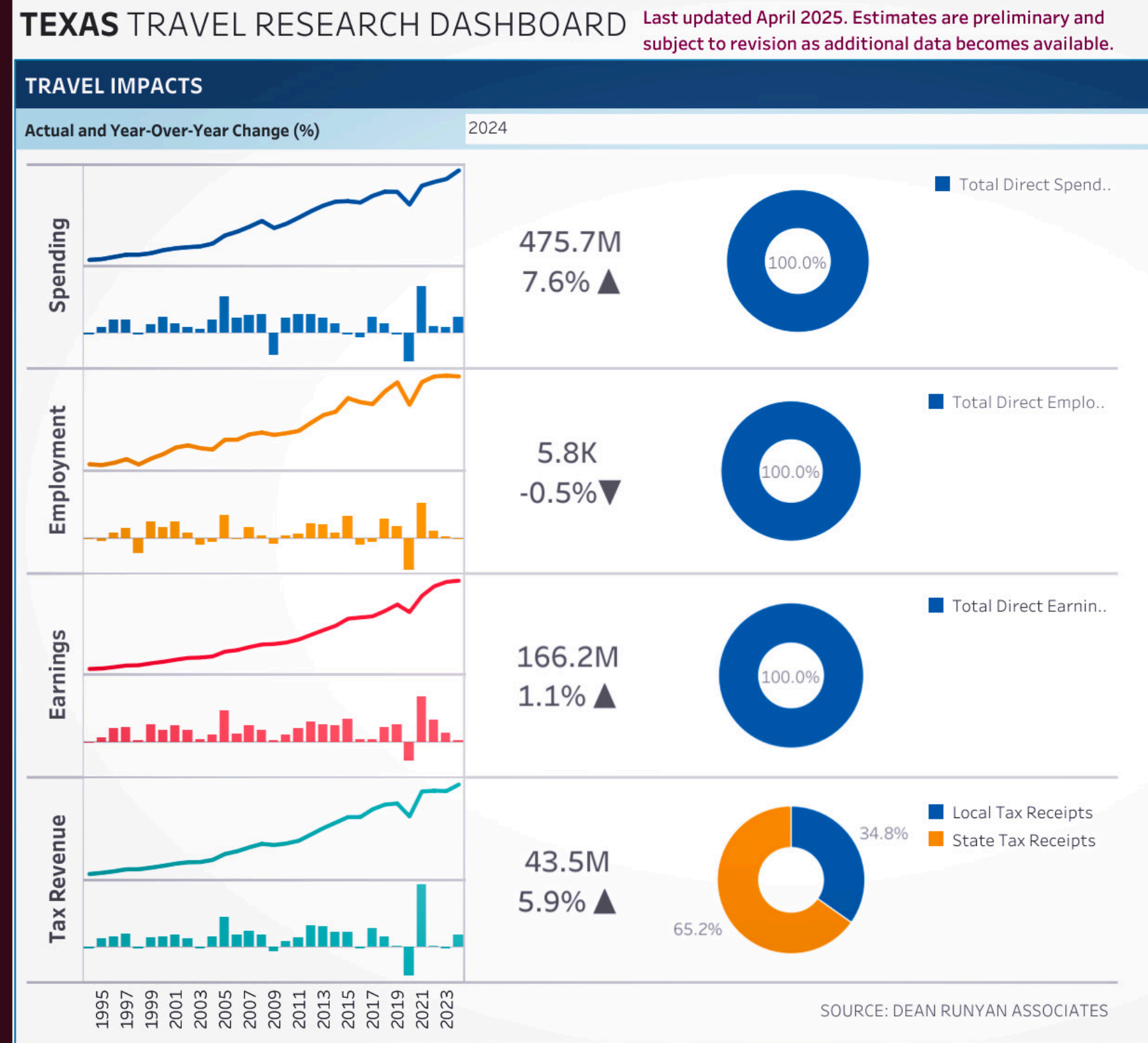
Completed the multi-step certification process for Clute, Lake Jackson, and Surfside Beach and facilitated Freeport's. Designation benefits tourism development, community pride, and economic growth opportunities.



TEXIAN RALLY

Organized and hosted the Texian Rally. 50 attendees from around the Texas Independence Trail Region toured historical sites and participated in the day-long heritage tourism workshop held in Downtown Lake Jackson.

Travel Impacts



2024 Brazoria County

- **\$475.7M Total Direct Spending**
- **5.8K Total Direct Employees**
- **\$166.2M Direct Earnings**
- **\$43.5M Direct Tax Receipts**

Shop Local Weekend



Go Shopping

Pick up FREE breakfast, a list of members and a shopping bag on June 20



Turn in Receipts

Do business with any Chamber member. Turn in receipts by noon on June 23.



Win \$1000

Tune into Facebook Live for the drawing on June 24. One winner will receive \$1,000.

THANK YOU
for your Support



Brazosport

Convention & Visitors Council

Clute • Freeport • Lake Jackson • Surfside Beach

www.visitbrazosport.com

MARKETING PLAN 2025



TABLE OF CONTENTS

- 3. Introduction
- 4. Executive Summary
- 5. Lodging
- 6. Leisure Market
- 8. Travel Industry Events
- 9. Texas Travel Research

The Brazosport Convention & Visitors Council (BCVC) is dedicated to promoting overnight stays in Clute, Freeport, Lake Jackson, and Surfside Beach. Our efforts target families, individuals, business travelers, and groups, all with the goal of driving increased tourism and economic impact for the Brazosport Area.

The BCVC utilizes a comprehensive mix of marketing tools, including social media, email campaigns, familiarization tours, personal outreach, and trade show participation. These efforts are complemented by advertising, public relations, and promotional activities. We take pride in delivering high-quality service and providing engaging, informative materials—both printed and digital—to our current and prospective visitors.

Additionally, the BCVC plays a key supporting role in promoting special events and attractions throughout the Brazosport Area, serving as a secondary marketing partner to enhance visibility and attendance.

Feel free to contact Sandra Shaw or me if you have any questions.

Sincerely,

Edith Fischer
Director of Tourism

EXECUTIVE SUMMARY

Mission Statement

The Brazosport Convention & Visitors Council, a division of the Brazosport Area Chamber of Commerce, promotes the Brazosport Area as a leisure and convention destination.

Board of Directors, 2025

Heather Rimato, Rimato Insurance

Donald “Dude” Payne, Retired, Brazoria County Commissioner

David Winder, BASF Corp.

Jordan Strother, First State Bank

Joe Ripple, Brazoria County Flood Plain

Nancy Wollam, Representative Cody Vasut’s Office

Jeff Fischels, HEB

Jack Brown, J.P. Pct. 1, Place 1

Neldia Ahlquist, Neldal Insurance

Tammie Bell, TBT Real Estate

Danny Massey, Brazosport ISD

Stacy Stanley, Offshore Oil Services

Preston Phillips, Investar Bank

Dr. Vincent Solis, Brazosport College

Julie Edwards, Coastal Machine/Elaine’s Fashions

Mark Holian, Gulf Coast Auto Park

Kenneth K. Vernor, Vernor Materials & Equipment

Paul Spinks, Shintech

Jason Cordoba, Cordoba Law Firm, P.L.L.C.

Brent Bowles, iAD Architects

Nathan Patel, Candlewood Suites/Staybridge Suites

Gabriella Cone, The Dow Chemical Company

David Galloway, Brazos Commercial Roofing

Richard Wood, Wurst Haus

Executive Staff

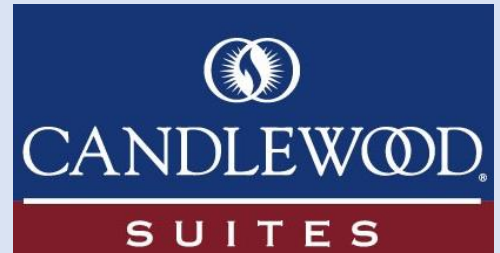
Sandra Shaw, President & CEO

Donna Rhodes, Executive Vice President

Edith Fischer, Director of Tourism

Kristy Cours, Administrative Assistant





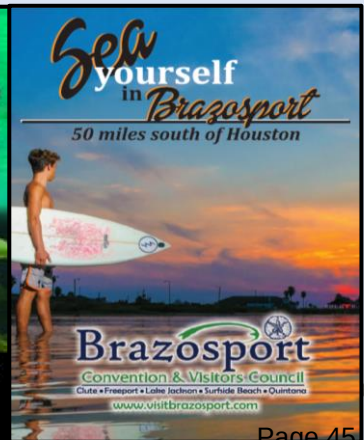
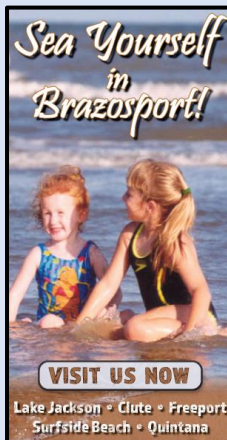
Leisure Market

Paid Ads/Listing

- Around Houston Visitors Guide
- Brand USA
- Canusa
- Group Tour Magazine
- Guide to Brazoria County
- Hearst Media (Targeted through Travel Texas ads)
- Houston Kid's Directory
- Mobile Cost per Click (CPC) Ads
- Mobile Speed Targeting Ads (Through Travel Texas)
- My Curly Adventures
- Texas Highways
- TourTexas.com
- Travel Texas Social Stories (Facebook and Instagram)
- USA Resin
- Visit the USA Travel Guide

Editorials and Listings (Comp)

- ExploreLoneStarCoastal.com
- Facebook
- HolaHouston.com
- Instagram
- Texas Co-Op Power
- Texas Events Calendar
- Texas Highways
- Texas Parks & Wildlife Magazine
- Texas State Travel Guide
- TexasIndependenceTrail.com
- TravelTex.com
- VisitHoustonTexas.com



Leisure Market

Travel Shows

- Dallas Travel & Adventure Show
- Denver Travel & Adventure Show
- Texas State Fair
- Texas Travel Alliance Travel Expo

Brochures

- BCVC Brochure
- Escape Down 288
- Experience Brazosport
- Thematic Brazosport

Brochures:

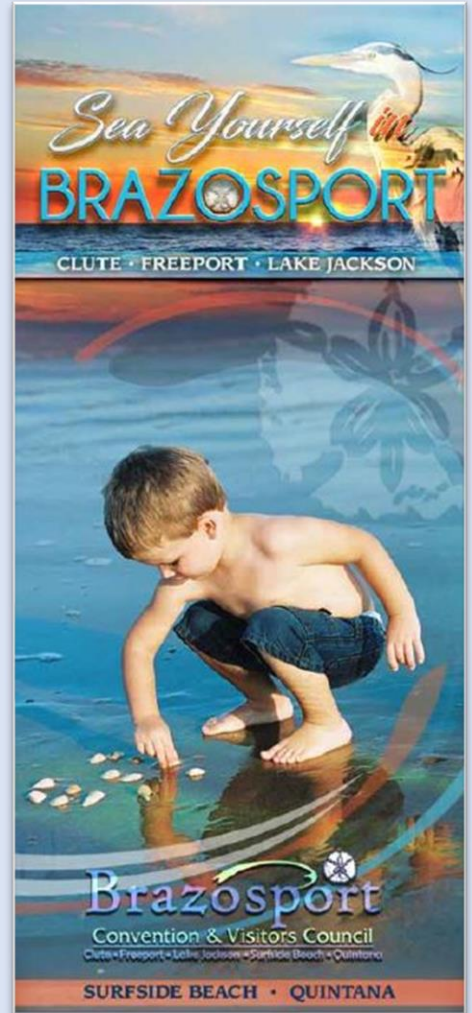
Birding

Fishing

Paddling Trails

Historical Sites

VisitBrazosport.com

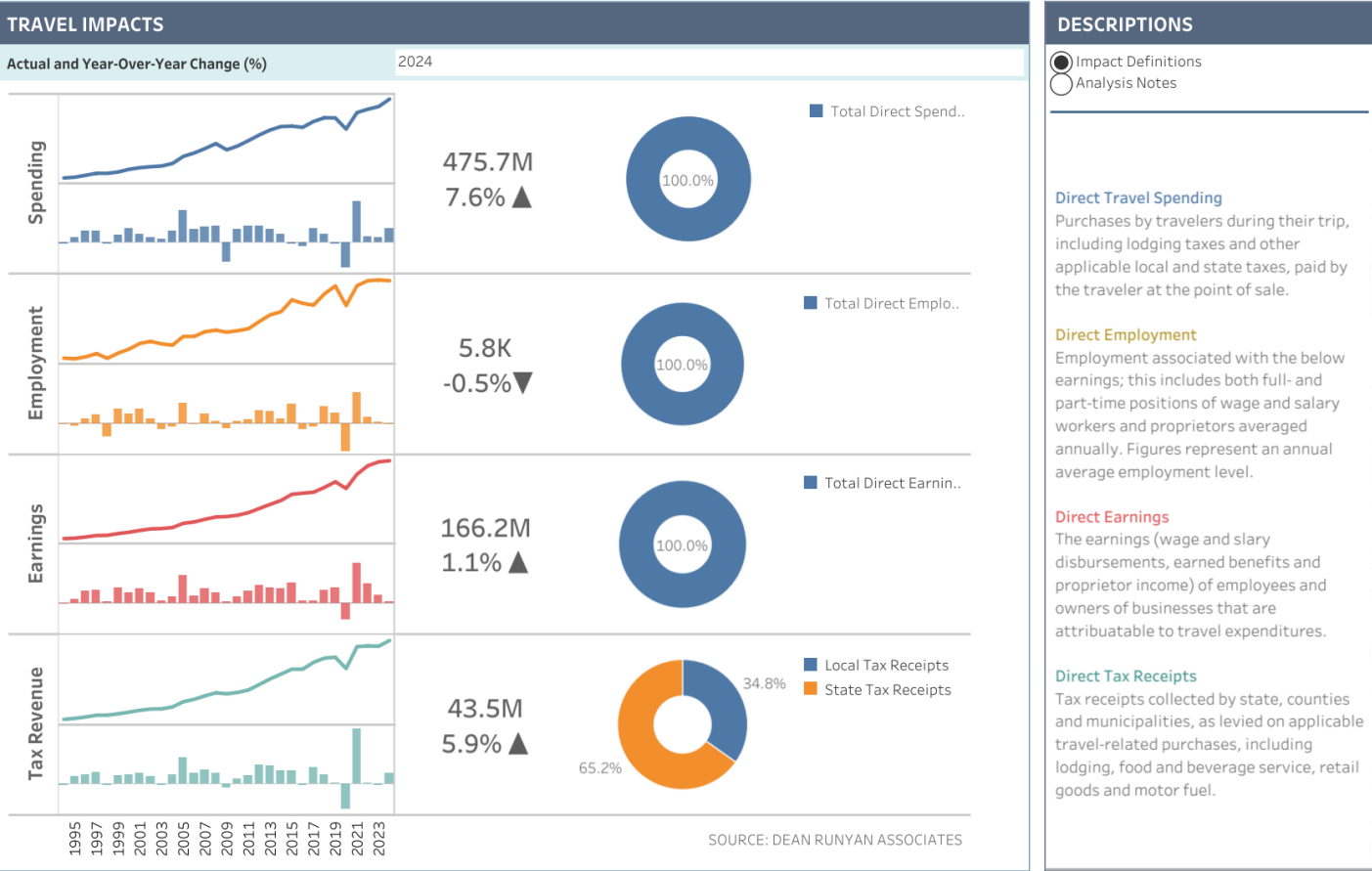


Travel Industry Events

Conferences/Workshops

- Galveston Travel Summit
- Texas Historical Commission Heritage Trails Statewide Meeting
- Texas Independence Trail Region Rally
- Texas Travel Alliance Travel Summit





2024

Brazoria County

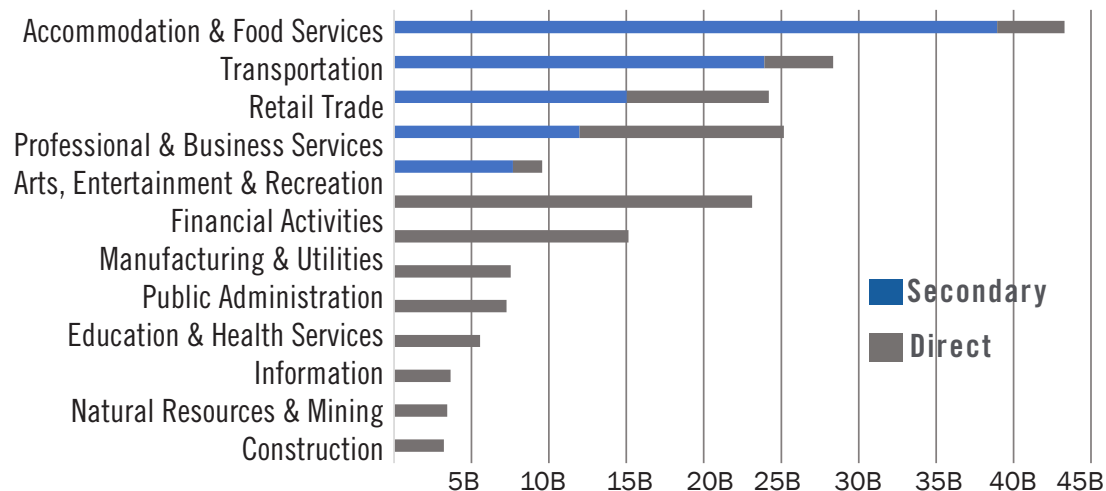
- \$475.7M in Direct Travel Spending (Up 7% from 2023)
- \$43.5M in Direct Tax Receipts (Up 5% from 2023)

State of Texas

- \$97.5B in Direct Travel Spending (Up 3% from 2023)
- \$9.2B in Direct Tax Receipts (Up 3% from 2023)

Traveler Spending Impacts

Direct, indirect and induced impacts by sector (Billions)



In 2024, \$97.5 billion in travel spending generated economic impacts across the Texas economy (direct, indirect and induced)

★ **\$199.5 Billion**
in economic
impact

★ **1.3 Million**
Texas jobs
created by
travel

★ **\$79.7 Billion**
In travel
generated
earnings

Travel Texas & Economic Impact

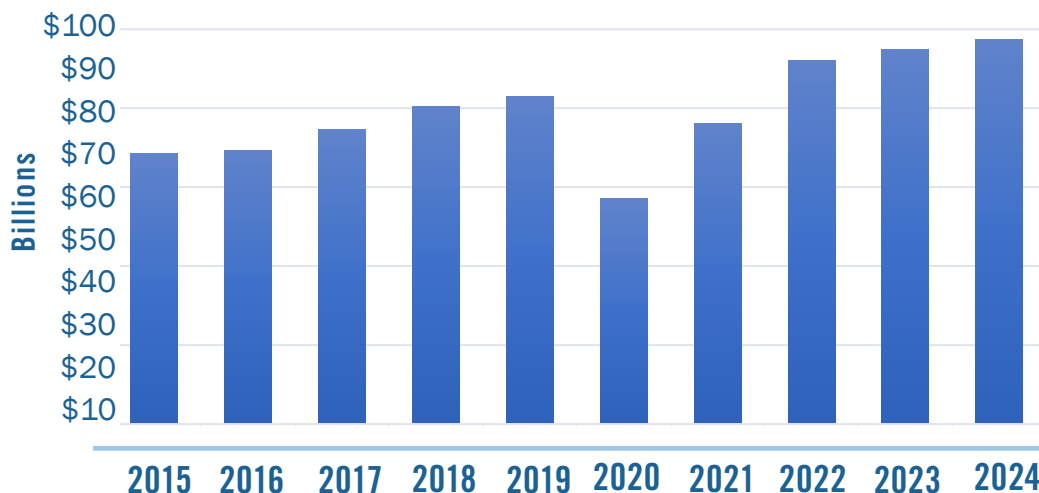
3.5%
increase in
direct spending
up from 2023



Travel Texas is located within the Office of the Governor,
Texas Economic Development and Tourism Office

Source: Dean Runyan & Associates;
Last Updated: April 2025

Millions travel to and within Texas each year. Visitor spending at Texas destinations brings new money into communities, spurring job creation and economic development.



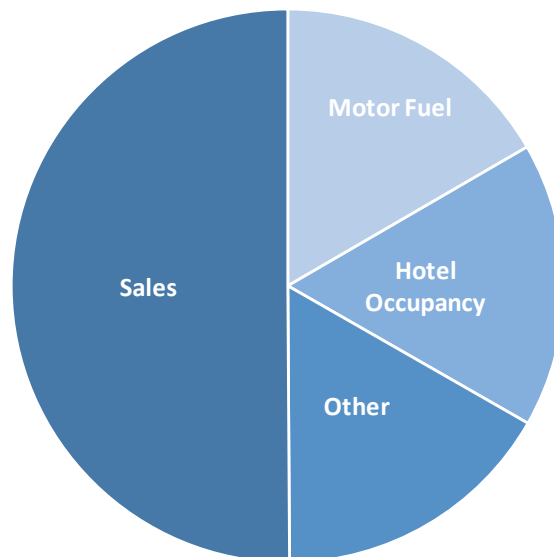
Direct travel spending to and within Texas increased by 3.5% in 2024 to \$97.5 billion.

★ 8%
Travel spending
by international
visitors



STATE AND LOCAL TAXES

Traveler spending contributes significant tax revenue to both state and local governments. Taxes generated by travel support public sector jobs like fire fighters, police officers or teachers.



★ IMPACT ★

\$5.4 billion in state taxes and an additional \$3.8 billion in local taxes is the equivalent of \$852 saved per Texas household in 2024.

★ **\$9.2 Billion**
State and local
taxes generated
by travel

★ **5.9%**
Share of state
revenue

★ 4.1%
Share of local
revenue

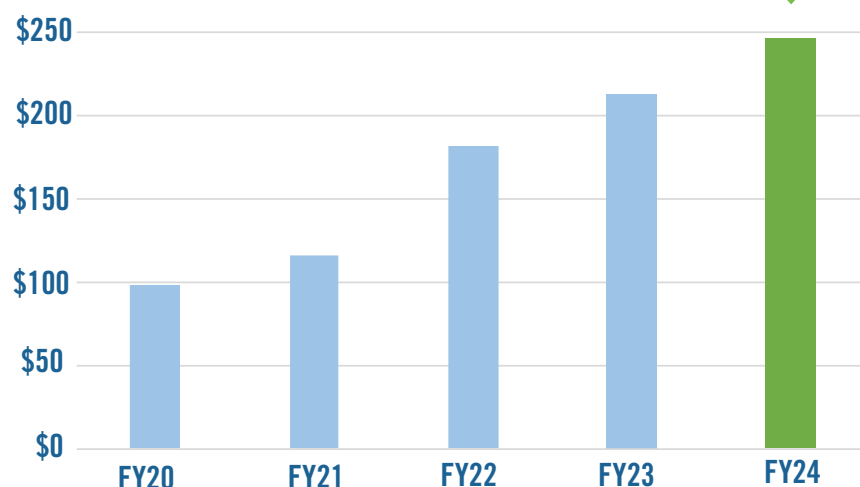
What are direct travel-generated tax receipts?

3.7%
increase in state
and local taxes
from 2023

RETURN ON INVESTMENT

Travel Texas advertising generates travel to and within the state. Out-of-state travel to Texas influenced by Travel Texas creates local jobs and generates tax revenues.

Tax revenue generated by out-of-state travel to Texas influenced by Travel Texas advertising



IMPACT

Out-of-state advertising generated \$246 million in state tax revenue in FY24, an increase of 16% over FY23 with the continued Get Your Own Trip to Texas campaign.

About Travel Texas

The Travel Texas program is funded through a portion of the state hotel occupancy tax and generates a proven return on investment. Tourism advertising ensures that Texas remains top of mind as a premier travel destination in a competitive marketplace. The estimated ROI for the program from influenced out-of-state travel over the last five fiscal years (FY20-FY24) is more than **\$5 in tax revenue generated for every \$1 invested** in the domestic advertising budget.

\$5 in tax revenue for every \$1 invested

- ★ **\$4.0 Billion** in influenced out-of-state spending in Texas
- ★ **1.8 Million** in influenced out-of-state trips to Texas
- ★ **5.3 Million** Influenced hotel roomnights



300 Abner Jackson Parkway
Lake Jackson, TX 77566
979-285-2501
edith@brazosportchamber.org



City Council Agenda Item #[4.A]

Title: Consideration and possible action approving Resolution No. 2025-2918 authorizing the City Manager to Apply to the Office of the Governor for the State and Local Cybersecurity Grant Program (SLCGP)- Mitigation Projects, FY2026 Grant #5479601.

Date: May 19, 2025

From: David Fernandez, Detective

Staff Recommendation: Staff recommends to approve resolution for grant application.

Item Summary: The objective of this project is to improve disaster recovery and cybersecurity capacities by replacing aging IT infrastructure that is approaching its end of service life. To achieve this goal, two stacked Dell switches will be replaced. The current switches have an End of Service Support (EoSS) date of October 29, 2026. The use of EoSS devices is against the agency's cybersecurity policy, which aligns with the requirements set by the CJIS Security Policy V6.0. Section 5.13 emphasizes the need for timely application of security patches and updates to protect against vulnerabilities. EoSS devices often no longer receive such updates, leaving them non-compliant with these requirements. These switches are integral to our network and serve as the core switch layer and the backplane for our hyperconverged server cluster. In addition to the network upgrade, we intend to enhance our data protection strategy by deploying ExaGrid Tiered Backup Storage appliances. Our current storage for backup has not reached its EoSS date, but it lacks a lot of new protection capabilities, such as Non-network-facing Repository Tiers, delayed deletes and immutable data objects. These enhancements will significantly reduce the likelihood of network failure, data loss, and cyberattacks.

Background Information: N/A

Special Considerations: N/A

Financial Impact: Grant requires 20% match \$21,605.12

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution Grant 5479601 Resilient backup and network modernization project
2. Project Plan Core Switch Replacement
3. Project Plan NAS Replacement

RESOLUTION NO. 2025-2918

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; MAKING FINDINGS OF FACT; AUTHORIZING THE CITY MANAGER TO APPLY TO THE OFFICE OF THE GOVERNOR, FOR THE STATE AND LOCAL CYBERSECURITY GRANT PROGRAM(SLCGP) – MITIGATION PROJECTS, FY2026 GRANT# 5479601 TITLED RESILIENT BACKUP AND NETWORK MODERNIZATION PROJECT, AND AGREEING TO CERTAIN CONDITIONS IN CONNECTION WITH SUCH GRANT; CONTAINING A SEVERANCE CLAUSE; PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION; AND PROVIDING THAT THE ORIGINAL OF THIS RESOLUTION SHALL BE MAINTAINED BY THE CITY SECRETARY IN THE PERMANENT RECORDS OF SAID CITY.

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

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

WHEREAS, the City Council of the City of Freeport finds it in the best interest of and to benefit the health, safety, and welfare of the citizens of Freeport, that the city submit an application to the Office of the Governor of the State of Texas to receive a grant for the State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects, FY2026 Grant# 5479601 Titled Resilient Backup and Network Modernization Project be operated for the Fiscal Year 2025-2026 and comply with all the conditions contained therein.

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

WHEREAS, City of Freeport designates City Manager Lance Petty as the grantee's authorized official. The authorized official is given the power to apply for, accept, reject, alter or terminate the grant on behalf of the applicant agency.

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

First, that the City Council of the City approves submission of an application to the Office of the Governor, for a Grant for the State and Local Cybersecurity Grant Program (SLCGP) – Mitigation Projects, FY2026 Grant# 5479601 Titled Resilient Backup and Network Modernization Project.

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

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

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

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

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

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

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

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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

Project Plan: Core Switch Stack Replacement

Date: 5/10/25

Project Title: Replacement of Core Switch Stack – Dell S4048T-ON to Dell S5058T-ON

Priority Level: High

Impact Level: Critical (Public Safety / 24x7 Operations)

1. Summary

This proposal outlines the plan to replace existing Dell S4048T-ON core switch stack with Dell S5058T-ON switches in the MDF of the Freeport Police Department. The objective is to upgrade from devices that are approaching their end of service life. Pro support will be available through Dell during setup and continue for 3 years. This plan assumes the switches will be Dell S5058T-ON models. Due to pricing uncertainty and parts availability a different model may need to be selected during procurement.

2. Background

The current core switch stack, composed of two Dell S4048T-ON switches, have been in production for 8 years. These units are approaching the end of their support lifecycle.

3. Objectives

- Replace aging core switches without disrupting network operations.
- Ensure full redundancy and high availability during and after the replacement.
- No network downtime or interruptions can be tolerated during this project

4. Scope

In-Scope:

- Physical installation of 2x Dell S5058T-ON switches.
- Configuration of new switches to mirror existing Layer 2/Layer 3 topology.
- Implementation of high-availability protocols (e.g., MLAG).
- Cutover strategy with fail-safe rollback plan.

Out-of-Scope:

- Changes to end-user devices or access layer switches.

- Major network redesign or IP readdressing. (This will be done as a new project at a later date)

5. Schedule

Phase	Description	Timeline
1	Purchase of Equipment	10/1/2025
2	Planning & Pre-Staging	11/13/2025
3	Maintenance Window & Plan Review	11/13/2025
4	Pre-Cutover Testing & Validation	11/14/2025
5	Core Switch Replacement (Live Cutover)	11/15/2025
6	Post-Cutover Monitoring & Support	11/15/2025-12/01/2025

*Dates are estimated and can change depending on parts availability and shipping times

6. Risk Assessment & Mitigation

Risk	Likelihood	Impact	Mitigation
Outage during cutover	Low	High	Maintain existing stack until new stack is fully tested; perform cutover
Configuration mismatch	Medium	Medium	Perform peer review and lab testing before deployment
Compatibility issues with downstream devices	Low	High	verify firmware compatibility with config, confirm LAG compatibility with Access switches

7. Migration Steps

This section outlines the steps that will be followed to complete the switch migration. Cutover will follow a "rip-and-replace" method, removing and replacing one switch at a time. One switch will remain online and route traffic through LAG uplinks. These uplinks will continue to carry traffic while switches are taken offline.

Pre-Migration Preparation:

1. Receive and Inventory Equipment

- Verify delivery of both Dell S5058T-ON units.
- Asset tag devices and add them to inventory
- Confirm hardware specifications and firmware versions.
- Update firmware to latest versions

2. Lab Staging and Configuration

- Configure switch stack, designate primary and secondary switch
- Configure switches in a lab environment to mirror existing S4048T-ON topology.
- Testing of configuration will be done in Eve-ng virtual lab environment

- Implement and test MLAG, VLANs, routing protocols, and management settings.

Implementation Steps:

5. Rack and Cable New Switches

- Physically install S5058T-ON switches in the MDF alongside the existing stack.
- Connect management interfaces and ensure out-of-band access.

6. Connect Peer-Link and Perform MLAG Validation

- Configure and test peer-link and keepalive between new switches.
- Verify MLAG domain synchronization and failover behavior.

7. Connect Non-Disruptive Uplinks (as applicable)

- Establish connections to non-critical uplinks for testing.
- Confirm routing and spanning tree behavior.

8. Begin Staged Cutover

- Remove one S4048T-ON unit from the stack.
- Replace it with a configured S5058T-ON and migrate its uplinks.
- Validate full traffic forwarding and redundancy.

9. Complete Switch Stack Replacement

- Replace the second S4048T-ON unit, completing the new MLAG pair.
- Confirm full core switch function, including routing, LAGs, and VLAN trunking.

10. Live Traffic Monitoring

- Setup new switches to send syslog to SIEM
- Remove old switches from SIEM
- Monitor logs, interface statistics, and system health in real time.
- Use live diagnostics to validate failover. (Unplug a switch and see if everything keeps working)

11. Backup Existing Configuration

- Export full configurations and device inventories from current S4048T-ON switches.
- Store backups in secure repository for rollback/reference.

Post-Migration Tasks:

11. Final Validation

- Run full connectivity tests.
- Confirm uplinks and access switches operate as expected.

12. Documentation and Review

- Update network topology diagrams and inventory records.
- Conduct post-mortem review and gather feedback. Document lessons learned

13. Begin Post-Cutover Monitoring Period

- Observe switch behavior and backup configurations daily for 30 days.
- Schedule monthly check-ins and health reviews.

8. Rollback Plan

If any issue occurs during cutover, network links can be immediately restored to the existing S4048T-ON stack.

9. Decommission

Old S4048T-ON units will be factory-reset, configurations securely wiped, and physical decommissioning logged. Devices will be properly disposed of or returned to inventory, in line with organizational asset management policy.

Project Plan: NAS Replacement for Acronis Backup Storage

Date: 5/8/2025

Project Title: Replacement of NAS for Acronis Backup Storage with ExaGrid Appliance

Priority Level: High

Impact Level: Medium (Data Protection and Restore Capabilities)

1. Summary

This project plan outlines the process to replace the existing storage devices used for backup storage with a new ExaGrid appliance. The goal is to enhance in cybersecurity protections, backup performance, data deduplication, retention capacity, and reliability of the backup storage platform. This migration will be executed with no data loss and minimal disruption to the backup and restore operations.

2. Background

The current NAS device serving as the primary backup target for Acronis is approaching its EoSS and is nearing 8 years old. It lacks modern built-in cybersecurity protections, retention, and replication capabilities.

3. Objectives

- Replace current NAS with ExaGrid backup storage appliance.
- Ensure uninterrupted backup operations throughout the migration.
- Migrate existing backup data from NAS to ExaGrid with integrity verification.
- Reconfigure Acronis to target ExaGrid as the new primary backup repository.
- Validate full backup and restore functionality post-migration.

4. Scope

In-Scope:

- Procurement and installation of ExaGrid appliance.
- Network and storage configuration for ExaGrid integration.
- Reconfiguration of Acronis backup jobs to target new storage.
- Migration of existing backup sets from NAS to ExaGrid.
- Backup/restore validation and testing post-migration.

Out-of-Scope:

- Changes to backup policies or retention schedules.
- Upgrade or replacement of Acronis software itself.

5. Schedule

Phase	Description	Timeline
1	Purchase of Equipment	10/1/2025
2	Planning & Pre-Staging	11/6/2025
3	Maintenance Window & Plan Review	11/6/2025
4	Data Migration	11/7/2025 – 11/10/2025
5	Pre-Cutover Testing & Validation	11/10/2025
6	NAS Replacement (Live Cutover)	11/10/2025
7	Post-Cutover Monitoring & Support	11/10/2025-12/01/2025

*Dates are estimated and can change depending on parts availability and shipping times

6. Risk Assessment & Mitigation

Risk	Likelihood	Impact	Mitigation
Data loss during migration	Low	High	Maintain NAS in read-only mode during migration; verify data.
Backup failure due to misconfiguration	Medium	Medium	Reconfigure using vendor documentation and vendor live support; validate with backup jobs.
Performance degradation	Low	Medium	Stagger migration load; monitor resource usage during transition.

7. Migration Steps

1. Install and rack ExaGrid appliance; establish power and network connectivity.
2. Configure network settings and create backup share(s) on ExaGrid.
3. Verify access to ExaGrid from Acronis backup server.
4. Reconfigure Acronis to use ExaGrid as the new backup target for new backup jobs.
5. Initiate fresh full backups to ExaGrid to establish baseline sets.
6. Copy existing backup sets from NAS to ExaGrid using Rsync. (Estimated 3 days for complete data transfer)
7. Validate integrity of migrated backup sets via Acronis restore tests.
8. Monitor backup job success and performance metrics for a full backup cycle.
9. Decommission old storage device after verification and archive steps.

8. Rollback Plan

If critical issues are identified during migration or validation, backup targets will be temporarily reverted to the NAS device until resolved.

9. Decommission Plan

Once migration and validation are complete, all drives from the old NAS will be physically destroyed (Target Practice) per organizational data handling and asset disposal policies. The device will be removed from inventory and logged accordingly.



City Council Agenda Item #[4.B]

Title: Consideration and possible action approving Cooperation agreement between the City of Freeport and Texas Home Collaborative (Public Housing Authority) Sienna Villas Apartments.

Date: May 19, 2025

From: Lance Petty, City Manager

Staff Recommendation: Staff recommends approval of the agreement

Item Summary: Cooperation agreement between the City of Freeport and Texas Home Collaborative (Public Housing Authority)

Background Information: Sienna Villas Apartments received major damage associated with hurricane Beryl. The approval of this agreement ensures affordable housing servicing low- to moderate - income citizens of the City of Freeport.

The city's responsibility under this Agreement shall include the following:

- (a) CITY shall endeavor to identify local service providers and programs that have the potential to serve and/or enhance services at the Project.
- (b) CITY staff shall cooperate with the Corporation and shall participate in briefings with the CITY's City Council upon the Corporation's request.
- (c) CITY staff shall work with the Corporation to facilitate and process the departmental approvals, or City permits necessary for the completion of the Project.
- (d) CITY agrees to expedite and assist with any procedural requirements involved in obtaining any City Council approvals necessary for the development of the Project, including approvals and resolutions related to the Project's application to TDHCA for 4% Credits.
- (e) CITY agrees to supply the Project with the same degree of public services that it supplies to other similar multifamily developments within the City.

Special Considerations: none

Financial Impact: The City is not a party to any contract or agreement or subject to any charter or other legal restriction of a kind which materially and adversely affects the business, property, or assets, or the condition, financial or otherwise, of the City.



Board or 3rd Party Recommendation: none

Supporting Documentation:

1. Freeport- Cooperation Agreement - Service as Issuer Only VCOT 3-25

**COOPERATION AGREEMENT
BETWEEN
CITY OF FREEPORT, TEXAS
AND
TEXAS HOME COLLABORATIVE**

This Agreement (“**Agreement**”) is made and entered into by and between the City of Freeport, Texas, a political subdivision of the State of Texas (“**City**”), and Texas Home Collaborative, a non-profit public facility corporation (“**Corporation**”) sponsored by the Housing Authority of the City of Texarkana, Texas d/b/a Village Communities of Texarkana, Texas (the “**Authority**”), a public housing authority organized under Chapter 392 of the Texas Local Government Code.

WHEREAS, CITY desires to promote, maintain, and provide safe, sanitary, and affordable mixed income, housing servicing low to moderate-income citizens of the City of Freeport (“**City**”); and

WHEREAS, the Authority’s mission is to provide safe, sanitary and affordable housing for eligible residents and desires to support the development and operation of affordable housing through Corporation, its affiliate entity, a public housing authority sponsored public facility corporation, in communities across the state of Texas; and

WHEREAS, Chapter 791 of Texas Local Government Code allows Cities, to enter into interlocal agreements in order to increase the efficiency and effectiveness of local governments; and

WHEREAS, Section 392.059 of the Texas Local Government Code states that authorities may cooperate with a municipality in providing housing for persons of low and moderate income within the boundaries of the cooperating political subdivision; and,

WHEREAS, CITY has a need for and desires to increase its supply of quality, mixed income, affordable housing for the benefit of its current and future residents; and affirmatively supports the rehabilitation and modernization of Sienna Villas, subject to all local zoning and building codes.

WHEREAS, the Corporation has identified RISE Residential or their designee (“**Developer**”), to act as its developer partner to rehabilitate and repair a hurricane damaged multifamily development more commonly known as Sienna Villas Apartments (the “**Project**”); and

NOW THEREFORE, CITY and the Corporation (collectively, the “**Parties**”) agree as follows:

Section 1: Purpose and Objective. The Parties agree that the purpose of this Agreement is to facilitate collaboration and coordination between the Parties in the development of the Project to be constructed and operated within the territorial limits of the City for the purpose of providing quality, safe, and affordable housing to low and moderate income residents of the City; provided, however, that this Agreement does not amend or otherwise affect any development agreement related to the Property to which is a party.

Section 2: Role of the Corporation. The responsibilities of the Corporation under this Agreement shall include the following:

- (a) Corporation shall coordinate with CITY to provide requested briefings to CITY's City Council and CITY staff, as appropriate.
- (b) Corporation shall work with the developer and co-developer to prepare and submit an application to the Texas Department of Housing and Community Affairs ("TDHCA") for an allocation of 4% Low Income Housing Tax Credits ("4% Credits") to support the Project.
- (c) Corporation shall serve as the issuer of any bonds required in conjunction with the award of the 4% Credits.

Section 3: Role of City. City's responsibility under this Agreement shall include the following:

- (a) CITY shall endeavor to identify local service providers and programs that have the potential to serve and/or enhance services at the Project.
- (b) CITY staff shall cooperate with the Corporation and shall participate in briefings CITY's City Council upon the Corporation's request.
- (c) CITY staff shall work with the Corporation to facilitate and process the departmental approvals, or City permits necessary to the completion of the Project.
- (d) CITY agrees to expedite and assist with any procedural requirements involved in obtaining any City Council approvals necessary to the development of the Project, including approvals and resolutions related to the Project's application to TDHCA for 4% Credits.
- (e) CITY agrees to supply the Project with the same degree of public services that it supplies to other similar multifamily developments within the City.

Section 4: Joint Obligations. In addition to the duties outlined in Sections 2 and 3 above, to facilitate the development, financing, and construction of the Project, City and the Corporation agree to jointly collaborate to achieve the following:

- (a) Each party shall make best efforts to consult and coordinate with the other as to timing, content, and form before issuing any press release or other public disclosure or formal statement related to this Agreement or the Project. However, this section does not prohibit any disclosures regarding this Agreement, if, in the opinion of its legal counsel, such disclosure is required by law, including but not limited to disclosures required by the Texas Public Information Act.

Section 5: Term. This Agreement shall be effective upon execution by the last party whose signature renders this Agreement fully executed. Unless otherwise terminated in accordance with

this Agreement, the term of this Agreement (“Agreement Term”) shall continue throughout the life of the Project (the life of the Project shall be considered to have expired if the multifamily housing operation completely ceases for a period of at least 365 consecutive days).

Section 6: Representations and Warranties.

6.1. The Corporation hereby unconditionally warrants and represents to City as follows:

- (a) It has the legal and financial capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all of the undertakings set forth herein. In connection with the Project, the Corporation will comply with all legal requirements required to be met, including but not limited to the following: (i) any and all present and future judicial decisions, statutes, rulings, rules, regulations, permits, certificates or ordinances of any governmental authority in any way applicable to the Authority or the Project, including, without limitation, the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (ii) any and all covenants, conditions, and restrictions contained in any deed or other form of conveyance or in any other instrument of any nature that relate in any way or are applicable or to the ownership, use, construction, occupancy, possession, operation, maintenance, alteration, repair or reconstruction thereof, (iii) the Corporation’s presently or subsequently effective bylaws and articles of incorporation or partnership, limited partnership, joint venture, trust or other form of business association agreement, (iv) any and all terms, provisions and conditions of any commitment which are to be performed or observed by the Corporation, (v) any and all leases and other contracts (written or oral) of any nature that relate in any way to the Project and to which the Corporation may be bound and (vi) all applicable restrictive covenants, zoning ordinances, subdivision and building codes, or if no local building codes are in place, then the most recent version of the International Building Code, flood disaster laws, applicable health and environmental laws and regulations and all other ordinances, orders or requirements issued by any state, federal or municipal authorities having or claiming jurisdiction over the Project.
- (b) It is a duly organized and validly existing legal entity under the laws of the State of Texas.
- (c) The Corporation is not a party to any contract or agreement or subject to any charter or other legal restriction of any kind which materially and adversely affects the business, property or assets, or the condition, financial or otherwise, of the Authority. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof, will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, order or decree of any court or governmental agency, or any indenture or other agreement or instrument to which the Corporation is subject, or will result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of the Corporation pursuant to the terms of any such indenture or agreement or instrument, and will not require the approval of any federal regulatory body or of any

state or local commission or authority having jurisdiction with respect thereto (except for HUD approval of project based vouchers), unless such approval has been obtained and is in full force and effect on the date hereof.

- (d) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by the Corporation pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of the Corporation which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

6.2. City hereby unconditionally warrants and represents to the Corporation as follows:

- (a) It has legal capacity to assume responsibility for compliance with all applicable laws, regulations, rules, programs and agreements and to enter into this Agreement and to perform all the undertakings set forth herein.
- (b) It is a duly organized and validly existing legal entity under laws of the State of Texas.
- (c) This Agreement has been duly and validly executed and hereby binds City and constitutes a valid and legally binding obligation enforceable in accordance with its terms.
- (d) City is not a party to any contract or agreement or subject to any charter or other legal restriction of a kind which materially and adversely affects the business, property, or assets, or the condition, financial or otherwise, of City. Neither the execution and delivery of this Agreement, nor compliance with the terms, conditions and provisions hereof will conflict with or result in a breach of the terms, conditions or provisions of, or constitute a default under any law or any regulation, or decree of any court or governmental agency, or of any indenture or other agreement or instrument to which City is subject, or result in the creation or imposition of any lien, charge or encumbrance of any nature whatsoever upon any of the property or assets of City pursuant to the terms of any such indenture or agreement or instrument and, except as expressly set forth herein, will not require the approval of any federal regulatory body or of any state or local commission or authority having jurisdiction with respect thereto, unless such approval has been obtained and is in full force and effect on the date hereof.
- (e) There is no action, proceeding or investigation now pending before any court or any governmental department or agency nor any basis therefor, known or believed to exist which: (i) questions the validity of this Agreement or any action or act taken or to be taken by City pursuant to this Agreement, or (ii) is likely to result in a material adverse change in the authority, property, assets, liabilities or condition of City which will materially and substantially impair its ability to perform pursuant to the terms of this Agreement.

- (f) The authorization of the City of Freeport to proceed with the execution of this

Agreement shall include the authorization of the Mayor or City Manager or their designee (“**Mayor**”) to provide any approvals or consents required from City pursuant to this Agreement without the need for further action by Board of Directors. To the extent the Mayor deems any consent or approval item needs to be brought before the City Council, such City Council action shall be taken by City within the time period necessary to meet any deadlines applicable to such item.

SECTION 7: Notices. All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested, or delivered to the Corporation at the following address:

Antonio D. Williams, Secretary & CEO
Village Communities Development Corporation
1611 N. Robison Road
Texarkana, Texas 75501
E-mail: awilliams@vcofft.org

with a copy to:
Mattye Gouldsby Jones
Coats Rose, P.C.
16000 North Dallas Parkway, Suite 350
Dallas, Texas 75248
E-mail: mjones@coatsrose.com

All notices and communications under this Agreement shall be mailed by certified mail, return receipt requested to City and City at the following address:

[__ City of Freeport __]
[__ Attn: City Manager, lpetty@freeporttx.gov __]
[__ 1201 North Avenue H __]
[__ Freeport, TX 77541 __]

with a copy to:

[_____
[_____
[_____
[_____]

Notice will be considered given and completed upon actual receipt of the notice by the receiving party. Either party may change its designated address for notice purposes upon ten (10) days' prior written notice to the other party.

SECTION 8. Cooperation and Compliance. The parties hereto agree to cooperate with each other and provide all necessary documentation, certificates and consents and to take all necessary action in order to satisfy the terms and conditions hereof in accordance with the applicable laws, regulations and agreements relating thereto.

SECTION 9. Miscellaneous.

9.1 Waivers. No delay or omission by either party to insist upon the strict performance of any of the other party's obligations under this Agreement or to exercise any right or remedy available hereunder shall impair any such right or remedy or constitute a waiver thereof in the event of any subsequent occasion giving rise to such right or availability or remedy or obligation, whether of a similar or dissimilar nature.

9.2 Assignment and Successors. No party to this Agreement will make, in whole or in part, any assignment of this Agreement or any obligation hereunder without the prior written consent of the other party. The terms, covenants, agreements, provisions, and conditions contained herein shall bind and inure to the benefit of the parties hereto, their successors and assigns and shall not bestow any rights upon any third party.

9.3 Applicable Laws, Interpretation and Governing Law. In addition to the matters specifically set forth herein, this Agreement is subject to all laws, rules, orders and regulations of the United States of America, the State of Texas, and the City of Freeport. This Agreement shall not be construed against the party who prepared it but shall be construed as though prepared by both parties. This Agreement shall be construed, interpreted, and governed by the laws of the State of Texas, and with respect to any dispute hereunder, jurisdiction and venue shall lie with the courts of Brazoria County, Texas. Should any party hereto retain counsel for the purpose of litigation to enforce, prevent the breach of any provision hereof, or for any other judicial remedy, then the prevailing party shall be entitled to be reimbursed by the losing party for all reasonable costs and expenses incurred thereby, including, but not limited to, reasonable attorneys' fees and costs incurred by such prevailing party.

9.4 Final Agreement. This Agreement constitutes the final understanding and agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, understandings and agreements between the parties, whether written or oral. This Agreement may be amended, supplemented or changed only by a writing signed or authorized by or on behalf of the party to be bound thereby.

9.5 Approvals. Any approvals required from the parties in connection with this Agreement shall not be unreasonably withheld, conditioned or delayed.

9.6 Severability. If any term or provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such term or provision shall be deemed severed from this Agreement and the remaining parts shall continue in full force as though such invalid or unenforceable term or provision had not been part of this Agreement.

9.7 Headings. The Section and Subsection entitlements hereof are inserted for convenience of reference only and in no way shall alter, modify or define, or be used in construing, the text of such Sections and Subsections.

9.8 Counterparts. This Agreement and any amendments hereto may be executed in several counterparts, each of which shall be deemed to be an original copy, and all of which

together shall constitute one agreement binding on all parties hereto, notwithstanding that all the parties shall not have signed the same counterpart.

9.9 Further Assurances. Each party shall execute such other and further documents as may be reasonably necessary or proper for the consummation of the transactions contemplated by this Agreement.

9.10 Parties Bound. No officer, director, shareholder, employee, agent, or other person authorized to act for and on behalf of either party shall be personally liable for any obligation, express or implied, hereunder.

[SIGNATURE PAGE TO FOLLOW]

EXECUTED this ____ day of _____, 2025.

TEXAS HOME COLLABORATIVE
a Texas non-profit public facility corporation

By: _____
Name: Antonio D. Williams
Title: Secretary & CEO

City of Freeport, Texas
a [_____]

By: _____
Name: [_____]
Title: [_____]



City Council Agenda Item #[4.C]

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

Date: May 19, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends approving the renewal of windstorm insurance with a 3% deductible.

Item Summary: The City has two windstorm insurance carriers for the various locations of the City. This is the renewal of the windstorm insurance through ICAT for Golf Course, Riverplace and the FMP Kitchen. The cost of the coverage increased by approximately \$14,000 at the current deductible of 1% to \$72,040.55. This is due to the fact that the insurance is based off of the rising replacement cost of each structure, as well as the rising rates of insurance. For this reason, we think it would be best to go with the 3% deductible. The other facilities covered are currently at a 2% deductible.

Background Information: Victor Insurance Managers works with Texas Municipal League IRP and the carriers each year to bring the City insurance coverage. They did have ICAT submit three proposals for windstorm insurance this year. These options were based on the deductible amount. They were as follows:

- 1% deductible - \$72,040.55
- 3% deductible - \$44,635.94
- 5% deductible - \$28,608.75

Special Considerations: N/A

Financial Impact: The increased premium was budgeted for in the adopted FY2024-2025 budget. However, in regards to trying to save money and the future financial sustainability of the City, staff recommend going with the lower premium total and the 3% deductible.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. City of Freeport - Policy - ICAT

**CONFIRMATION OF COVERAGE BOUND
(BINDER CONFIRMATION)**

May 09, 2025

**Victor Insurance Managers Inc.
500 Dallas Street
Suite 1400
Houston, TX 77002**

**Re: City of Freeport
Policy #:42-7560140049-S-06
Effective: 5/10/2025 to 5/10/2026**

We are pleased to confirm the attached binder for (Enter Product Name) being offered with Lloyd's Syndicate #1919. This carrier is Non-Admitted in the state of TX. Please note that this binder is based on the coverage, terms and conditions as stated in the attached binder, which may be different from those requested in your original submission. As you are the representative of the Insured, it is incumbent upon you to review the terms of this binder carefully with your Insured, and reconcile any differences from the terms requested in the original submission. CRC Insurance Services, Inc. disclaims any responsibility for your failure to reconcile with the Insured any differences between the terms bound as per the attached and those terms originally requested. This coverage may not be bound without a fully executed CRC brokerage agreement.

NOTE: If insured is located outside your resident state, you must hold appropriate non-resident license prior to binding.

**Mailing Address: 200 W 2nd Street
 Freeport, TX 77541**

Coverage as bound per the attached. Premium and Commission are as follows:

Premium:	\$40,905.00
Policy Fee	\$750.00
MGA Fee	\$900.00
Surplus Lines Tax	\$2,063.92
Stamping Office Fee	\$17.02
Total:	\$44,635.94

Broker Fees & Policy Fees are Fully Earned at Binding

If Non Admitted the following applies:

**Texas Tax Filings are the responsibility of: CRC
Guaranty Fund Nonparticipation Notice**

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of

Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License#18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

The Texas Department of Insurance (TDI) has adopted amendments to the Texas Administrative Code regarding required complaint notices included in insurance policies. These changes were effective on November 4, 2019, and must be implemented no later than May 1, 2020.

Tax Affidavit Number (If applicable):

Home State: TX

The Home State was determined based on the information provided in your submission and the completed Declaration of Home State form. Please ensure the correct Home State is listed. Incorrect information could result in additional or return taxes, fees, surcharges, penalties, interest, and assessments at a later date, and in addition to what is shown. Additionally, please note that this is the current tax calculation based on the Home State but there could be changes that result in additional or return tax - due at a later date - based on future enactments of surplus lines laws by any of the various states.

Upon requesting quotes and/or placement for the coverage listed herein, the producing retail broker hereby confirms that he/she has performed any and all diligent searches, as may be required by statute, for coverage through licensed carriers or other means of placement, and as necessary maintain proof of declination. Where allowed by governing statutes, "diligent effort" may not require an actual physical search and declination on each risk, but may be based on the retail producing broker's own experience, opinion and overall knowledge of acceptability in the admitted marketplace.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

Lloyd's Syndicate #1919

To get information or file a complaint with your insurance company or HMO:

Call: Lloyd's Syndicate #1919 at 44 20 7337 3550

Toll-free:

Online:

Email:

Mail: C/O Starr Managing Agents LTD, 3rd Floor 140 Leadenhall Street
London, UK EC3V 4QT

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

Lloyd's Syndicate #1919

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Lloyd's Syndicate #1919 al 442073373550

Teléfono gratuito:

En Línea:

Correo electrónico:

Dirección postal: C/O Starr Managing Agents LTD, 3rd Floor 140
Leadenhall Street

London, UK EC3V 4QT

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: MC 111-1A, P.O. Box 149091, Austin, TX 78714-9091

Texas Tax Information:

Risk Location: 200 W 2nd Street Freeport, TX 77541

Guaranty Fund Nonparticipation Notice

This insurance contract is with an insurer not licensed to transact insurance in this state and is issued and delivered as surplus line coverage under the Texas insurance statutes. The Texas Department of Insurance does not audit the finances or review the solvency of the surplus lines insurer providing this coverage, and the insurer is not a member of the property and casualty insurance guaranty association created under Chapter 462, Insurance Code. Chapter 225, Insurance Code, requires payment of a 4.85 percent tax on gross premium.

Surplus Lines Agent: CRC Insurance Services, License #18530

Address: 1 Metroplex Drive, Suite 400, Birmingham, AL 35209

Policy Premium:	\$40,905.00
TRIPRA Premium:	
TRIPRA Status:	REJECTED
Policy Fee	\$750.00
MGA Fee	\$900.00
Surplus Lines Tax:	\$2,063.92
Stamping Office Fee:	\$17.02
:	
:	
:	
:	
:	
:	
Grand Total:	\$44,635.94

What to Expect Once ICAT Protects

Thank you for placing your business—and trust—with ICAT. Here's what you can expect as an ICAT policyholder, including important claims and inspections information.

Security

ICAT policies are backed by a wide range of financial partners who ensure that in the event of a catastrophe we can pay out claims quickly and fairly. All of our policies are backed by AM Best "A" rated carriers. These strong, stable partnerships will allow us to help you get back on your feet.

Service

We are here for one simple reason: to help you recover after a catastrophe. Superior service is our promise to you. By inspecting every property, we are able to ensure that we are providing the best coverage. You can expect to have an inspector at your property within the first 30 days after your policy is bound. Please be sure the contact information on the policy is accurate—the contact information given determines who the inspector will reach out to. Our inspections process ensures there are no surprises during the life of your policy. For more information about inspections visit [info.icat.com/for-customers/commercial-inspections](https://www.icat.com/for-customers/commercial-inspections).

Recovery

We pride ourselves on the service provided by our in-house claims' subsidiary. Boulder Claims works to ensure fast quick turnaround time for questions about your claims and fair and timely payment for claims. You can rest assured that in the event of a catastrophe, your property is in good hands with ICAT.

Easily submit a claim 24 hours a day, 7 days a week for policy number **42-7560140049-S-06** online or by phone, fax or email. Submit your claim whenever, wherever.

Online: <https://www.icat.com/claims/report-a-claim>

Phone: 1-866-789-4228

Fax: 1-866-325-2142

Email: newclaims@icat.com

During and after a catastrophe visit the ICAT Cat Info Center on our website (or follow us on [Facebook](#), [Instagram](#), [Twitter](#) or [LinkedIn](#)) to stay ahead of predicted storm paths, ICAT's response plan and the subsequent impact.

Stay insured with ICAT! When your policy is up for renewal, let your insurance agent know you want to keep choosing coverage with ICAT.

Thank you for partnering with ICAT.



We are here for one simple reason; to help you recover after a catastrophe.

Have a complaint or need help?

If you have a problem with a claim or your premium, call your insurance company or HMO first. If you can't work out the issue, the Texas Department of Insurance may be able to help.

Even if you file a complaint with the Texas Department of Insurance, you should also file a complaint or appeal through your insurance company or HMO. If you don't, you may lose your right to appeal.

International Catastrophe Insurance Managers, LLC

Texas DBA: ICAT Managers Insurance Services, LLC

To get information or file a complaint with your insurance company or HMO:

Call: The Compliance Manager at (303) 447-1155

Online: www.icat.com

Email: Compliance@icat.com

Mail: ICAT

385 Interlocken Crescent

Suite 1100

Broomfield, CO 80021

The Texas Department of Insurance

To get help with an insurance question or file a complaint with the state:

Call with a question: 1-800-252-3439

File a complaint: www.tdi.texas.gov

Email: ConsumerProtection@tdi.texas.gov

Mail: Consumer Protection, MC: CO-CP, Texas Department of Insurance

P.O. Box 12030, Austin, TX 78711-2030

¿Tiene una queja o necesita ayuda?

Si tiene un problema con una reclamación o con su prima de seguro, llame primero a su compañía de seguros o HMO. Si no puede resolver el problema, es posible que el Departamento de Seguros de Texas (Texas Department of Insurance, por su nombre en inglés) pueda ayudar.

Aun si usted presenta una queja ante el Departamento de Seguros de Texas, también debe presentar una queja a través del proceso de quejas o de apelaciones de su compañía de seguros o HMO. Si no lo hace, podría perder su derecho para apelar.

International Catastrophe Insurance Managers, LLC

Texas DBA: ICAT Managers Insurance Services, LLC

Para obtener información o para presentar una queja ante su compañía de seguros o HMO:

Llame a: Gerente de Cumplimiento al (303) 447-1155

En línea: www.icat.com

Correo electrónico: Compliance@icat.com

Dirección postal: ICAT

385 Interlocken Crescent

Suite 1100

Broomfield, CO 80021

El Departamento de Seguros de Texas

Para obtener ayuda con una pregunta relacionada con los seguros o para presentar una queja ante el estado:

Llame con sus preguntas al: 1-800-252-3439

Presente una queja en: www.tdi.texas.gov

Correo electrónico: ConsumerProtection@tdi.texas.gov

Dirección postal: Consumer Protection, MC: CO-CP, Texas Department of Insurance

P.O. Box 12030, Austin, TX 78711-2030

Named Peril Commercial Property Policy

Named Insured:

City of Freeport
200 W 2nd St
Freeport, TX 77541

Grand Total:

\$41,805.00

Premium:

\$40,905.00

Policy Period From:

05/10/2025 at 12:01 AM local time*

Policy Period To:

05/10/2026 at 12:01 AM local time*

Insurer Policy Fee:

\$900.00

Policy Period Term:

12 Months

Issued On:

05/09/2025

Insurer Inspection Fee:

\$0.00

Producer Name:

CRC of Texas (Houston TX)
10375 Richmond
Suite 500
Houston, TX 77042

TRIA:

Not Purchased

*At the Named Insured Mailing Address shown above.

This insurance policy is issued by International Catastrophe Insurance Managers, LLC ("ICAT"), on behalf of the insurers identified within the policy and in accordance with the limited authorization granted to ICAT as Correspondent / Program Administrator for such insurers. The identified insurers bind themselves severally and not jointly, each for its own part and not one for another, their Executors and Administrators. ICAT is not an insurer under this policy and is not liable to indemnify the insured under the terms of this policy.

Any inquiries regarding this policy should be addressed to ICAT at the following address:

International Catastrophe Insurance Managers, LLC
385 Interlocken Crescent, Suite 1100
Broomfield, CO 80021

COMMON POLICY CONDITIONS

In return for the payment of the premium and fees, and subject to all the terms of this Policy, We agree with You to provide the insurance as stated in this Policy.

Easily submit a claim 24 hours a day, 7 days a week for policy number 42-7560140049-S-06 using the information below:

Online: www.icat.com/claims/report-a-claim

Phone: 1-866-789-4228

Fax: 1-866-325-2142

Email: newclaims@icat.com

Policy Forms and Endorsements

This policy is comprised of the following Forms and Endorsements:

ICAT TXNOTICE (09 23)	Texas Notice	NPNA 306 (12 23)	Valuable Papers Extension
ICAT NPNA 50(d) (01 20)	Declarations Page	NPNA 307 (12 23)	Utility Services Extension
ICAT 50SCH (01 23)	Insurer Participation Schedule	NPNA 308 (12 23)	Accounts Receivable Extension
LMA5096 (03 08)	Several Liability Clause	NPNA 425 (12 23)	Deductible Endorsement
NPNA 100 (12 23)	Named Peril Commercial Property Coverage	ICAT NPNA 500 (09 10)	Replacement Cost Endorsement
ICAT NPNA 204 (10 06)	Wind and Hail Coverage	NPNA 600(a) (08 22)	Cancellation Provisions Wind Season Endorsement
ICAT NPNA 204(a) (05 20)	Wind Driven Rain Coverage	ICAT NPNA 601 (10 06)	Minimum Earned Fees
ICAT NPNA 207 (10 06)	Pollutant Clean Up Coverage	ICAT NPNA 602 (10 06)	Minimum Earned Premium
ICAT NPNA 209 (10 06)	Food Spoilage	ICAT NPNA 603 (01 07)	Electronic Date Recognition
NPNA 221 (12 23)	Unscheduled Additional Property	ICAT NMA 2920 (01 20)	Terrorism Exclusion
ICAT NPNA 241 (10 19)	Cyber Event Exclusion	ICAT TRIA-3 (01 15)	TRIA Declination
ICAT NPNA 300 (05 18)	Loss of Business Income Coverage	ICAT NPNA 50 FLOOD (01 07)	Flood Insurance Notice
ICAT NPNA 300(f) (10 06)	Extended Business Income and Rental Value Coverage	PG-IC-SER (03 20)	National Fire & Marine Service of Process and Signature Page
ICAT NPNA 302 (10 06)	Ordinance or Law Coverage	IL P 001 01 04	Office of Foreign Assets Control Advisory to Policyholders
NPNA 303 (12 23)	Electronic Data Processing		
NPNA 305 (12 23)	Fine Arts Extension		

Schedule A: Coverages, Limits and Deductibles

Your Deductibles		
3% (\$70,080.63) Named Storm Deductible by policy, minimum of \$1,000		
3% (\$70,080.63) All Other Wind and Hail Deductible by policy, minimum of \$1,000		
Location 1 – Building 1 830 Slaughter Rd Freeport, TX 77541	Total Insured Value	Limit of Insurance
Coverage A: Building	\$694,836	\$694,836
Coverage B: Business Personal Property (BPP)	\$36,320	\$36,320 (Combined Limit of Insurance)
Coverage C: Tenant's Improvements and Betterments (TIB)		
Location 1 Covered Property	Total Insured Value	Limit of Insurance
Coverage D: Additional Property Coverage (APC)	None	None
Location 1	Total Insured Value	Limit of Insurance
Coverage E: Business Income and Extra Expense including Rental Value (BI)		
Monthly Limit of Indemnity: 50.00%	\$100,000	\$100,000
Location 2 – Building 1 733 Mystery Harbor freeport, TX 77541	Total Insured Value	Limit of Insurance
Coverage A: Building	\$1,189,977	\$1,189,977
Coverage B: Business Personal Property (BPP)	None	None
Coverage C: Tenant's Improvements and Betterments (TIB)		
Location 2 Covered Property	Total Insured Value	Limit of Insurance
Coverage D: Additional Property Coverage (APC)	None	None
Location 2	Total Insured Value	Limit of Insurance
Coverage E: Business Income and Extra Expense including Rental Value (BI)		
Monthly Limit of Indemnity: 50.00%	\$100,000	\$100,000
Location 3 – Building 1 421 N Brazosport Blvd Freeport, TX 77541	Total Insured Value	Limit of Insurance
Coverage A: Building	\$214,888	\$214,888
Coverage B: Business Personal Property (BPP)	None	None
Coverage C: Tenant's Improvements and Betterments (TIB)		
Location 3 Covered Property	Total Insured Value	Limit of Insurance
Coverage D: Additional Property Coverage (APC)	None	None
Location 3	Total Insured Value	Limit of Insurance
Coverage E: Business Income and Extra Expense including Rental Value (BI)		
Monthly Limit of Indemnity: N/A	None	None

Schedule A: Coverages, Limits and Deductibles

Continued

Total Limit of Insurance	\$2,336,021
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Schedule A: Coverages, Limits and Deductibles

continued

Coinsurance	Waived
Coverage Basis	Replacement Cost
	Location 1, 2, 3 : Full Coverage A, 10% Coverage B & C.
Ordinance or Law	Coverage only available after the Building deductible has been met and a claim payment is due under Building Coverage.
Coverage Extensions	Sublimit
Debris Removal	25% of loss within limit, up to an additional \$10,000 per location in addition to limit
Preservation of Property	30 Days
Pollutant Clean-up And Removal	\$10,000
Unscheduled Additional Property	\$10,000, subject to a \$2,500 deductible
Wind-Driven Rain	\$10,000
The following coverages apply only if a Limit for BPP is shown. These coverages are limited by policy to the lesser of the sublimit listed below or the total Limit of Insurance shown for BPP	
Electronic Data	\$5,000
Fine Arts	\$10,000
Valuable Papers	\$25,000
Accounts Receivable	\$25,000
The following coverages apply only if a Limit for BI or BPP is shown. These coverages are limited by policy to the lesser of the sublimit listed below or the total Limit of Insurance shown for BI or BPP.	
Food Spoilage	\$10,000
Utility Interruption	\$10,000

General Provisions

1. Correspondent / Program Administrator Not Insurer. ICAT is the Correspondent / Program Administrator issuing this insurance policy. ICAT is not an insurer of the insurance described herein and neither is nor shall be liable for any loss or claim whatsoever. The insurers of this policy are identified on the Insurer Participation Schedule (ICAT 50 SCH) attached to and part of this policy. Where such insurers are identified or referred to as "Underwriters at Lloyd's, London," the term includes incorporated as well as unincorporated persons or entities that are Underwriters at Lloyd's, London.
2. Insurer(s) Policy and Inspection Fees. All Policy and Inspection Fees charged under this policy and identified on this Commercial Property Insurance Policy Jacket or in the Declarations Page are fully earned as of the policy inception date and are not refundable.
3. Cancellation. If this insurance policy or any part of the insurance provided under this policy is cancelled after the inception date of the policy, earned premium must be paid for the time the insurance has been in force. Cancellation and premium earnings shall be as provided in the policy and as may be modified by endorsement issued by ICAT, including endorsements which specify minimum earned premium. You should read this policy carefully to determine how premium is earned before you decide to cancel this policy.
4. Assignment. The insurance described herein shall not be assigned either in whole or in part without the written consent of ICAT.
5. Attached Conditions Incorporated. The insurance described in this Commercial Property Policy is subject to all provisions, conditions, and warranties set forth herein, attached, or endorsed, all of which are to be considered incorporated herein as further descriptive of the insurance.

Insurer Participation Schedule

Pro rata shares applicable to this policy. Coverage under this Policy is provided by the subscribing insurers listed below:

Perils	Insurers	Contract Number	Percent Participation
AP	National Fire & Marine Insurance Company	42-IPD-164058-07	100 %

Perils	Premium by Peril
AP	\$40,905.00

Definitions

AP: All perils covered under the policy not otherwise specifically defined in this Insurer Participation Schedule.

The liability of an insurer under this policy is several and not joint with other insurers party to this policy, pursuant to the terms and conditions of the Several Liability Clause attached to this policy.

SEVERAL LIABILITY CLAUSE

PLEASE NOTE – This notice contains important information. PLEASE READ CAREFULLY

The liability of an insurer under this contract is several and not joint with other insurers party to this contract. An insurer is liable only for the proportion of liability it has underwritten. An insurer is not jointly liable for the proportion of liability underwritten by any other insurer. Nor is an insurer otherwise responsible for any liability of any other insurer that may underwrite this contract.

The proportion of liability under this contract underwritten by an insurer (or, in the case of a Lloyd's syndicate, the total of the proportions underwritten by all the members of the syndicate taken together) is shown in this contract.

In the case of a Lloyd's syndicate, each member of the syndicate (rather than the syndicate itself) is an insurer. Each member has underwritten a proportion of the total shown for the syndicate (that total itself being the total of the proportions underwritten by all the members of the syndicate taken together). The liability of each member of the syndicate is several and not joint with other members. A member is liable only for that member's proportion. A member is not jointly liable for any other member's proportion. Nor is any member otherwise responsible for any liability of any other insurer that may underwrite this contract. The business address of each member is Lloyd's, One Lime Street, London EC3M 7HA. The identity of each member of a Lloyd's syndicate and their respective proportion may be obtained by writing to Market Services, Lloyd's, at the above address.

Although reference is made at various points in this clause to "this contract" in the singular, where the circumstances so require this should be read as a reference to contracts in the plural.

LMA5096 (Combined Certificate)

7 March 2008

NAMED PERIL COMMERCIAL PROPERTY COVERAGE FORM

Part I - General Provisions

Article I

Insuring Agreement

This Policy insures against direct physical loss or damage to Covered Property directly resulting from a Cause of Loss covered hereunder, as provided and defined by the attachment of one or multiple Cause of Loss Coverage Endorsement Forms, while the property is located at a Covered Location.

Article II

Policy Effective Date

This Policy covers loss or damage to Covered Property from all Causes of Loss covered herein arising out of losses occurring during the Policy Period shown in the Declarations Page.

Article III

Cancellation Provisions

See the Cancellation Provisions Endorsement Form 600 that is attached to this Policy.

Article IV

Property or Interest Covered

This Policy covers only the property or interests (hereinafter collectively or individually referred to as Covered Property) described in this Article IV and only to the extent that such property or interests are shown as covered in the Declarations Page, Schedule A, or the Statement of Values (ICAT 50 SOV) and except as hereinafter excluded.

Coverage A: **Building(s) and/or Structure(s)**, including additions and extensions permanently attached to the building(s) or structure(s); and all property belonging to and constituting a permanent part of said building(s) and/or structure(s) and pertaining to the service, upkeep, maintenance and operation thereof.

Coverage B: **Business Personal Property** defined as Stock (as defined herein); materials and supplies usual or incidental to the Operations of the Named Insured and like property of others in the Named Insured's care, custody or control and for which the Named Insured is legally liable; furniture, fixtures, equipment and machinery that are the property of the Named Insured, and like property of others in the care, custody or control of the Named Insured and for which the Named Insured is legally liable. Business Personal Property is covered only so long as it is located at a Covered Location.

Coverage C: The Named Insured's interest in **Tenant Improvements and Betterments** made at the expense of the Named Insured and including fixtures, alterations, installations, or additions comprising part of a building(s) but only when such building is occupied but not owned by the Named Insured.

Coverage D: **Additional Property Coverage** defined as property (which is not a permanent part of a building or structure covered under Coverage A of this Article IV) that is located at a Covered Location and is specifically identified in the Declarations Page, Schedule A, or in the Statement of Values (ICAT 50 SOV) under Additional Property Coverage.

Coverage E: Loss of Business Income; Rental Value; Extra Expense as provided in Endorsement Form ICAT NPNA 300.

Coverage F: Ordinance or Law Coverage as provided in Endorsement Form ICAT NPNA 302.

Article V

Coverage Extensions

A. Debris Removal

1. This Policy covers expenses incurred in the removal of debris when the debris is directly caused by a covered Cause of Loss. These expenses will be paid only if they are reported to Us within one hundred eighty (180) days of the date the covered Cause of Loss occurred.
2. The most that We will pay under this coverage extension for debris removal is 25% of the amount We actually pay for the direct physical loss or damage to Covered Property under Coverage Sections A, B, C and D, as applicable, defined in Article IV. Payments We make under this debris removal coverage extension are included in and part of the Limit of Insurance of Coverage Sections A, B, C, and D. This coverage extension does not increase the Limit of Insurance shown in the Declarations Page, Schedule A.
3. Notwithstanding the foregoing, in the event that the sum of direct physical loss or damage under Coverage Sections A, B, C and D plus the cost of debris removal exceeds the sum of the Limit of Insurance under Coverage Sections A, B, C and D, then We will pay up to an additional \$10,000 for debris removal at each Covered Location in any one occurrence, but in no event shall Our coverage for debris removal exceed an amount equal to 25% of what We actually pay for direct physical loss or damage under Coverage Sections A, B, C and D.
4. This coverage extension for debris removal does not cover the loss, damage or expense to:
 - a. Extract Pollutants from land or water;
 - b. Remove, restore or replace polluted land or water;
 - c. Test for, monitor, clean up, remove, restore, replace, contain, treat, detoxify or neutralize, or in any way respond to or access the effects of Pollutants;
 - d. Investigate or defend any loss, injury, or damage, or for any costs, fine, or penalty or for any expense or claim or suit related to any of the above.

Pollutants means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.

B. Preservation of Property

If it is necessary to move Covered Property from a Covered Location to preserve it from loss or damage from a covered Cause of Loss under this Policy, then We will pay for any direct physical loss or damage to that Covered Property from a covered Cause of Loss under this Policy while it is being moved or while temporarily stored at another location, but only if the loss or damage to the Covered Property occurs within thirty (30) days after the Covered Property is first moved. This coverage extension does not increase Our Limit of Insurance for Covered Property as shown in the Declarations Page, Schedule A.

Article VI

Covered Location

A Covered Location is defined to mean the premises at the address or series of addresses of a building(s) or structure(s) insured hereunder, or the premises at the address or series of addresses of a building(s) or structure(s) housing Business Personal Property insured hereunder, as shown in the Declarations Page, Schedule A, or the Statement of Values (ICAT 50 SOV).

Article VII

Limit of Insurance

- A. Our Limit of Insurance shall not exceed the Limit of Insurance shown in the Declarations Page, Schedule A.
- B. If two or more Causes of Loss covered by this Policy contribute to loss or damage to Covered Property in the same Occurrence, We will pay no more than the lesser of (i) the actual amount of the loss or damage to the Covered Property, or (ii) Our Limit of Insurance for the Covered Property as shown in the Declarations Page, Schedule A.

Article VIII

Valuation

We shall not pay more than the Actual Cash Value of the Covered Property at the time of loss or damage from a covered Cause of Loss. The loss or damage shall be ascertained according to such Actual Cash Value. Actual Cash Value will be determined based on the replacement cost of the property less depreciation (however caused), but in no event shall such amount exceed what it would then cost to repair or replace the Covered Property with material of like kind and quality at the same location, nor the amount for which the Named Insured may be liable.

Article IX

Deductible

See the Deductible Endorsement Form that is attached to this Policy.

Article X

Property and Interests Excluded

Unless specifically added by Endorsement, or included as Covered Property under Coverage D of Article IV and specifically listed in the Declarations Page, Schedule A, or the Statement of Values (ICAT 50 SOV) the following property and interests are not Covered Property and are excluded from coverage under this Policy:

1. Accounts, bills, currency, deeds, food stamps, money, notes or other evidences of debt, securities, stamps, original drawings and specifications, letters of credit, passports, tickets (including lottery tickets), manuscripts, bullion, gift certificates and valuable papers.
2. Fine arts, jewelry, precious stones, antiques and furs.
3. Animals, birds and fish (unless owned by others and boarded by You, or if owned by You, only as Stock while inside of buildings), growing plants, trees or shrubs (except when held for sale, or when used for decorative purposes inside buildings), and growing crops or lawns.
4. Motor vehicles licensed or designed principally for road or highway use, motorcycles, motor scooters and other similar vehicles licensed or designed principally for road or highway use.
5. Watercraft and aircraft.
6. Mobile homes and manufactured homes.

7. Trailers designed to haul or transport goods, materials, vehicles and any other substance or product.
8. Property sold by You under conditional sales, trust agreements, installment payments or other deferred payment plans after delivery to customers.
9. Property in transit, except as provided in Article V, Paragraph B, and railroad rolling stock.
10. Steam boilers, steam pipes, steam turbines, steam engines, or pressure or vacuum vessels, all whether owned, leased or operated by You, if loss is caused by bursting, bulging, rupture, melting, burning, cracking, implosion or explosion of such objects, or an internal cause which makes necessary repair or replacement of the object or part.
11. Machines or machinery if loss is caused by rupture, bursting or disintegration, or by centrifugal, centripetal, or reciprocating force.
12. Machinery and equipment in the open, including gas pumps.
13. Contractors' equipment, including trailers used to transport such equipment.
14. Electronic data processing systems, their equipment and component parts, including computers, electronic accounting machines, all supporting machinery, magnetic tapes, discs, cards, and any storage device, and electronic data processing media including data, records, all software including procedures and programs or source material of any kind, and all forms of converted data or programs and/or instruction vehicles used in Your data processing operations.
15. Buildings or structures in the course of construction, including materials and supplies, except alterations and repairs on or within the existing walls of existing buildings or structures insured by this Policy.
16. Power transmission and/or feeder lines.
17. Land (including but not limited to land on which the Covered Property is located), water or air, howsoever and wherever located, or any interest or right therein.
18. Contraband, or property in the course of illegal transportation or trade.
19. The cost to research, replace or restore any and all information pertaining to valuable papers and records, including but not limited to valuable papers and records which exist on electronic, digital or magnetic media.
20. Grain, hay, straw or other crops while outside of buildings.
21. Fences, property-line walls, gates, latticework and trellises, whether attached to a covered building or not.
22. Radio or television antennas and satellite dishes, including their lead-in wiring, masts or towers, all while outside of buildings.
23. Bridges, dams, tunnels, roadways, walks, walkways, patios or other paved surfaces.
24. The cost of excavations, grading, backfilling or filling.
25. Foundations of buildings, structures, machinery or boilers if their foundations are below:
 - a. The lowest basement floor; or

- b. The surface of the ground, if there is no basement.
- 26. Bulkheads, seawalls, pilings, piers, wharves or docks that are not a part of a covered foundation of a building and/or structure covered under Coverage A of Article IV.
- 27. Retaining walls.
- 28. Underground pipes, pipelines, flues or drains.
- 29. Pools (whether in the ground or above the ground) including spas, hot tubs and jacuzzis located outdoors, ponds, lakes, waterfalls or fountains.
- 30. Signs not attached to a covered building unless held for sale and Coverage B, Business Personal Property, of Article IV is applicable to such signs.
- 31. Awnings, canopies and carports not attached to a covered building or structure, including any structure or covering over gas pumps or pools.
- 32. Light poles (including fixtures attached to such light poles) and street signs not attached to a covered building or structure.
- 33. Walkways, boardwalks, catwalks, trestles, bridges, dams, and tunnels (all whether for pedestrians or vehicles).
- 34. Greenhouses, shade houses, hot houses and glass houses.
- 35. Lanai or any other similar structure not attached to a covered building and abutting, enclosing, or partially enclosing a pool.
- 36. Other buildings and structures at a Covered Location set apart from the covered building by clear space and not specifically described and included as Covered Property in the Declarations Page, Schedule A, or listed in the Statement of Values (ICAT 50 SOV). This includes structures connected to a covered building by only a fence, utility line, or similar connection.

Article XI

Excluded Causes of Loss

This Policy provides coverage for direct physical loss or damage to Covered Property caused by only the (those) Covered Cause(s) of Loss defined in the Cause of Loss Coverage Endorsement Form(s) attached to this Policy. Loss or damage from all other Causes of Loss, whether caused directly or indirectly, are excluded from coverage under this Policy. The exclusions listed in this Article XI are added to this Policy for clarity; the inclusion of such exclusions shall in no way limit the excluded Causes of Loss applicable to this Policy nor in any way expand the Causes of Loss covered by this Policy. Furthermore, loss, expense, and damage resulting from a Cause of Loss included in this list of exclusions are excluded from coverage hereunder, whether a covered Cause of Loss that is covered by this Policy contributes concurrently or in any sequence to any loss, expense, or damage.

- 1. Earth movement, whether resulting from natural or manmade events or otherwise, including but not limited to loss, damage or expense caused by, resulting from, contributing to or aggravated by Earthquake, landslide, mudslide, mudflow, rockslide, earth sinking, rising, shifting or settling and any resulting need for land stabilization, but not including Subsidence or Sinkhole Collapse.

Earthquake means a vibration-generating rupture event caused by displacement within the earth's crust through release of strain associated with tectonic processes and includes effects such as ground shaking, liquefaction, seismically-induced land sliding, and

damaging amplification of ground motion. Earthquake does not mean or include tsunami or volcanic eruption.

Tectonic Processes means adjustments of the earth's crust in response to regional stress conditions initiated by dynamic forces within the earth's interior.

Subsidence or Sinkhole Collapse means the sinking or collapse of land.

2. Tsunami.
3. Subsidence or Sinkhole Collapse. Subsidence or Sinkhole Collapse means the sinking or collapse of land.
4. Sprinkler leakage; and water, other liquids, powder or other material that leaks or flows from fire protection systems or other equipment, including damage from leaking fire protective sprinklers.
5. Flood, whether resulting from natural or manmade events or otherwise, which is defined to include:

Waves, storm surge, tide or tidal water, and the rising (including the overflow or breaking of boundaries) of lakes, ponds, reservoirs, rivers, harbors, streams and other similar bodies of water or surface waters, rain accumulation or run off, or by spray from any of the foregoing, whether driven by wind or not, and including:

- a. The backing up of sewers or drains;
 - b. Water below the surface of the ground including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, basement or other floors, or through doors, windows or any other opening in such driveways, sidewalks, foundations, walls, or floors.
6. Water, liquid or any other substance that backs up or overflows from a sewer, sump or drain.
 7. Water below the surface of the ground, including that which exerts pressure on or flows, seeps, or leaks through sidewalks, driveways, foundations, walls, floors or paved surfaces, or through doors, windows or any other openings in such sidewalks, driveways, foundations, walls, floors or paved surfaces.
 8. Riot, civil commotion, insurrection, rebellion, revolution, civil war, usurped power or action taken by governmental authority in hindering, combating or defending against any such occurrence, seizure or destruction under quarantine or customs regulation, confiscation by order of any government or public authority, or risks of contraband or illegal transportation or trade.
 9. Dampness of atmosphere, dryness of atmosphere, changes in or extremes of temperature, shrinkage, evaporation, loss of weight, rust or corrosion, exposure to light, contamination, fungus, Mold, mildew, wet rot, dry rot, deterioration, decay, hidden or latent defect, change in flavor or color or texture or finish, whether loss or damage from such excluded Causes of Loss is direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by a Cause of Loss covered under this Policy.
 - a. Notwithstanding anything to the contrary contained in this Policy:
 - (1) We will not pay for loss, damage, cost, or expense caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to Mold. Loss, damage, cost or expense caused directly or indirectly by, arising out of, resulting

from, contributed to by, or related in any way to Mold is excluded regardless of any other cause or event that contributes concurrently, or in any sequence with, the loss, damage, cost or expense; and

- (2) We will not defend any claim or suit, or pay any damages, loss, expense, cost, or obligation caused directly or indirectly by, arising out of, resulting from, contributed to by, or related in any way to Mold.
 - b. This exclusion also applies to any damage, loss, cost, or expense arising out or associated in any way, with any:
 - (1) request, demand, or order that any insured or others abate, mitigate, test for, monitor, remediate, clean up, remove, contain, treat, detoxify, kill, destroy, dispose of, investigate or neutralize, or in any way respond to or assess the presence or effects of Mold; or
 - (2) claim or suit on behalf of any person, entity, or organization, including any governmental authority, for damages because of abating, mitigating, testing for, monitoring, remediating, cleaning up, removing, containing, treating, detoxifying, killing, destroying, disposing of, investigating, or neutralizing, or in any way responding to, or assessing, the effects of Mold; or
 - (3) obligation to share with, repay, or indemnify any person, organization or entity, related in any way to items (1) and (2) directly above.
 - c. In the event that the Coverage Extension Mold Clean Up and Removal Endorsement Form 208 (ICAT NPNA 208) is attached to this Policy, We will pay Your expense under this Policy as stated in the Coverage Extension Mold Clean Up and Removal Endorsement Form 208 (ICAT NPNA 208).
10. Enforcement of any ordinance or law regulating the reconstruction, use or repair of any Covered Property or requiring the demolition or tearing down of any property, including the cost of enforcement of any ordinance or law regulating the removal of debris.
11. War and Military Action, including the following:
 - a. War, including undeclared or civil war.
 - b. Hostile or warlike action, including but not limited to acts of terrorism, whether in time of peace or war, by any individual, group, government or sovereign power (de jure or de facto), including action in hindering, combating or defending against an actual, impending or expected attack:
 - (1) By any individual, group, government or sovereign power (de jure or de facto), or by any authority maintaining or using military, naval or air forces;
 - (2) By military, naval or air forces;
 - (3) By any agent of any such government, power, authority or forces; or
 - (4) Involving any weapon of war employing atomic fission or radioactive force.
12. Nuclear hazards, including, but not limited to, nuclear reaction, nuclear detonation (including electromagnetic pulse caused by nuclear detonation), nuclear radiation, radioactive contamination and all agents, materials, products or substances, whether engineered or naturally occurring, involved therein or released thereby, whether controlled or uncontrolled, and whether such loss be direct or indirect, proximate or remote, or be in whole or in part caused by, contributed to, or aggravated by a Cause of Loss covered under

this Policy.

13. The failure of power or other utility service however caused and wherever such failure should occur.

14. a. Notwithstanding any provision to the contrary within this Policy or within any Endorsement which forms part of this Policy, this Policy does not insure:

(1) any loss, damage, cost or expense, or

(2) any increase in insured loss, damage, cost or expense, or

(3) any loss, damage, cost, expense, fine or penalty, which is incurred, sustained or imposed by order, direction, instruction or request of, or by any agreement with, any court, government agency or any public, civil or military authority, or threat thereof, (and whether or not as a result of public or private litigation),

which arises from any kind of Pollutant, any kind of seepage or any kind of pollution and/or contamination, or threat thereof, whether or not caused by or resulting from a peril insured, or from steps or measures taken in connection with the avoidance, prevention, abatement, mitigation, remediation, clean-up or removal of such seepage or pollution and/or contamination or threat thereof.

b. The term "any kind of seepage or any kind of pollution and/or contamination" as used in this Policy includes (but is not limited to):

(1) seepage of, or pollution and/or contamination by, anything, including but not limited to, any Pollutant, any material designated as a "hazardous substance" by the United States Environmental Protection Agency or as a "hazardous material" by the United States Department of Transportation, or defined as a "toxic substance" by the Canadian Environmental Protection Act for the purposes of Part II of that Act, or any substance designated or defined as toxic, dangerous, hazardous or deleterious to persons or the environment under any other Federal, State, Provincial, Municipal or other law, ordinance or regulation; and

the presence, existence, or release of anything which endangers or threatens to endanger the health, safety or welfare of persons or the environment.

15. Any loss, damage or expense, or increase in loss, damage or expense caused by or resulting from:

a. The removal, encapsulation, covering, or any manner of control or abatement from any goods, products, or structure of asbestos, dioxin, or polychlorinated biphenyls;

b. The demolition, increased cost of construction, repair, debris removal or loss of use necessitated by the enforcement of any law or ordinance regulating asbestos, dioxins, or polychlorinated biphenyls;

c. Any governmental direction or request declaring that asbestos material present in or part of or utilized on any undamaged portion of the Named Insured's property can no longer be used for the purpose for which it was intended or installed and must be removed or modified;

d. The presence of asbestos in any building or structure whether covered or not covered by this Policy.

16. Any loss, damage or expense, or increase in loss, damage or expense caused by or resulting from ventilation, heating, air conditioning, or sick building condition(s). Sick

building condition(s) as used herein is understood to mean a building(s) or structure(s) with actual or alleged conditions which create or may create an environment which is, or is suspected to be, unhealthy in any way to any person or other living thing.

17. Any loss, damage or expense, or increase in loss damage or expense caused by or resulting from loss of, alteration of, or damage to; or a reduction in the functionality, availability or operation of:
 - a. A computer system, hardware, program, software, data, information repository, microchip, integrated circuit, or similar device in computer equipment or non-computer equipment; or
 - b. Telecommunications and cellular equipment including any devices required to connect computer and non-computer voice, video or data equipment to physical and wireless networks, whether the property of the policyholder or not.
18. Any loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with the actual or threatened malicious use of pathogenic or poisonous biological or chemical materials regardless of any other cause or event contributing concurrently or in any other sequence thereto.
19. Biological hazards, including, but not limited to, any biological and/or poisonous or pathogenic agent, material, product or substance, whether engineered or naturally occurring, that induces or is capable of inducing physical distress, illness, or disease.
20. Chemical hazards, including, but not limited to, any chemical agent, material, product or substance.
21. Radioactive hazards, including, but not limited to, any magnetic, electromagnetic, optical, solar, or ionizing radiation or energy, including all generators and emitters thereof, whether engineered or naturally occurring. For purposes of this exclusion, magnetic or electromagnetic radiation or energy includes, but is not limited to, the following:
 - a. Electrical charge produced or conducted by a magnetic or electromagnetic field;
 - b. Pulse of electromagnetic energy; or
 - c. Electromagnetic waves or microwaves.
22. Loss or damage caused by any animal, insect, or vermin.

Article XII

Other Insurance

In the event there is other insurance (including insurance not written on the identical, terms, conditions, and provisions contained in this Policy) protecting Covered Property against the same Cause of Loss covered by this Policy, and such other insurance is in force at the time of any loss hereunder, then the provisions of this insurance shall not apply unless the liability of the other insurance has been fully exhausted. Then only to the extent the Named Insured has not been fully indemnified by such other insurance. The provisions of this Article do not increase Our Limit of Insurance in this Policy.

Article XIII

Records and Inventory; Examination of Records

The Named Insured shall keep accurate books, records and accounts in the following manner:

- A. A detailed and itemized inventory record of all Covered Property hereunder shall be maintained and physical inventory shall be taken periodically at intervals not more than

twelve (12) months apart.

- B. The Named Insured shall, as often as may be reasonably required during the term of this Policy and for one (1) year thereafter, produce for examination by Us or Our duly authorized representative all the books and records, inventories and accounts relating to Covered Property hereunder.

Article XIV

Concealment, Misrepresentation and Fraud

This entire Policy shall be void if, whether before or after a loss, You have concealed or misrepresented any material fact or circumstance concerning this insurance or the subject thereof, or Your interest therein, or in case of any fraud or false swearing by You relating thereto.

Part II - Loss Provisions

Article XV

Notice of Loss

You shall, as soon as practicable, report in writing to Us or Our representative every loss, damage or occurrence which may give rise to a claim under this Policy and shall also file with Us or Our representative a signed, detailed and sworn proof of loss within sixty (60) days after Our request for such sworn proof of loss. We will provide You with the necessary forms.

Article XVI

Responsibility of Named Insured; Protection of Property

- A. You shall take all reasonable steps to protect Covered Property from further damage following loss or damage to Covered Property. Notwithstanding the foregoing, We will not pay for any subsequent loss, damage or expense to such Covered Property the result of a Cause of Loss not covered under this Policy.
- B. You shall keep a record of expenses incurred to protect the Covered Property following loss for consideration in the settlement of the claim.
- C. If feasible, You shall set the damaged property aside and in the best possible order for examination.
- D. The provisions of this Article do not increase Our Limit of Insurance in this Policy.

Article XVII

Assistance and Cooperation of the Named Insured

You shall cooperate with Us in the investigation or settlement of any claim. Furthermore, in the event this Policy covers Your liability, You shall cooperate with Us and, upon Our request, shall attend hearings and trials and shall assist in effecting settlements, securing and giving evidence and obtaining the attendance of witnesses and in the conduct of suits. You shall not voluntarily make payment, assume any obligation or incur any expense without Our written consent.

Article XVIII

Abandonment

There can be no abandonment of any property to Us.

Article XIX

Suit

No suit, action or proceeding for the recovery of any claim under this Policy shall be sustainable in any court of law or equity unless:

- A. You are in full compliance with all of the terms of this Policy; and

- B. The same be commenced within twelve (12) months after the Occurrence which gives rise to the claim provided, however, that if by the laws of the state within which this Policy is issued such limitation is invalid, then any such claims shall be void unless such action, suit or proceeding be commenced within the shortest limit of time permitted by the laws of such state. Notwithstanding the foregoing, any suit, action or proceeding for the recovery of any claim under this Policy that is filed in Texas must be commenced within two years and one day after the Occurrence which gives rise to the claim.

Article XX

Claims Against Third Parties

In the event of any loss, damage or expense to Covered Property hereunder, You shall, as soon as practically possible, make claim in writing against the carrier(s), bailee(s) or other third party who may be responsible, in whole or in part, for the loss, damage or expense or for any increase in loss, damage, or expense.

Article XXI

Subrogation Waiver

This insurance shall not be prejudiced by agreement made by You releasing or waiving Your right to recovery against third parties responsible for loss, damage or expense to Covered Property, except under the following conditions:

- A. Whether made before or after loss has occurred, such agreement must be in writing and must release or waive Your entire right of recovery against such third party.
- B. If made before loss has occurred, such written agreement may run in favor of any third party.
- C. If made after loss has occurred, such written agreement may run only in favor of a third party falling within one of the following categories at the time of loss:
 - 1. A third-party Named Insured under this Policy; or
 - 2. A business firm which:
 - a. Is owned or controlled by You or in which You own capital stock or other proprietary interest; or
 - b. Owns or controls You or owns or controls capital stock or other proprietary interest in the Named Insured.

Article XXII

Examination Under Oath

- A. You shall, as often as may be reasonably required, exhibit to any person designated by Us all that remains of any Covered Property and shall submit, and insofar as is within Your power cause Your employees and others to submit, to examinations under oath by any person named by Us. Furthermore, as often as may be reasonably required, You shall produce for examination all writings, books of account, bills, invoices and other vouchers, or certified copies thereof if originals be lost, at such reasonable time and place as may be designated by Us or Our representative, and shall permit extracts and copies thereof to be made.
- B. No such examinations under oath or examination of books or documents, nor any other act by Us or any of Our employees or representatives in connection with the investigation of any loss or claim hereunder, shall be deemed a waiver of any defense which We might otherwise have with respect to any loss or claim; all such examinations and acts shall be deemed to have been made or done without prejudice to Our liability.

Article XXIII**Privilege To Adjust With Owner**

In the event of loss or damage to property of others held by You for which claim is made under this insurance, the right to adjust and settle such loss or damage with the owner or owners of the damaged property is reserved to the Company and the receipt of payment made by Us in settlement of such claim by the owner or owners in satisfaction thereof shall be in full satisfaction of any claim of the Named Insured. If legal proceedings are taken to enforce a claim against You as respects any such loss or damage, We reserve the right, at Our option and without expense to You, to conduct and control the defense on behalf of and in the name of the Named Insured. No action of the Company in such regard shall increase Our liability under this Policy, nor increase the Limit of Insurance specified in the Declarations Page, Schedule A.

Article XXIV**Pair, Set Or Parts**

- A. In event of loss of or damage to any part of Covered Property consisting, when complete for use or sale, of several parts, We shall only be liable for the value of the part lost or damaged.
- B. Notwithstanding the foregoing, for any article or articles which are a part of a pair or set, the measure of loss of or damage to such article or articles shall be a reasonable and fair proportion of the total value of the pair or set, giving consideration to the importance of said article or articles, but in no event shall such loss, damage or expense be construed to mean total loss of the pair or set.

Article XXV**Labels**

In the event of loss or damage to labels, capsules or wrappers insured hereunder, the loss shall be adjusted on the basis of an amount sufficient to pay the cost of new labels, capsules or wrappers.

Article XXVI**Appraisal**

If You and We fail to agree as to the value of the property or amount of loss, damage or expense, each shall, on the written demand of either, select a competent and impartial appraiser, and the appraisal shall be made at a reasonable time and place. The appraisers shall first select a competent and impartial umpire, and failing for fifteen (15) days to agree upon such umpire, then, on the request of the Named Insured or the Company, such shall be selected by a judge of a court of record in the state in which such appraisal is pending. The appraisers shall then appraise the loss, stating separately the value at the time of loss and the amount of loss, and failing to agree, shall submit their differences to the umpire. A decision agreed to by any two shall determine the amount of loss and shall be binding. You and We shall each pay our chosen appraiser and shall bear equally the other expenses of the appraisal and umpire. We shall not be held to have waived any of Our rights by any act relating to appraisal.

Article XXVII**Company's Options**

- A. In the event of loss or damage to Covered Property under this Policy, at Our option, We will either:
 - 1. Pay the value of the damaged Covered Property; or
 - 2. Pay the cost of repairing, rebuilding or replacing with other property of like kind and quality the damaged Covered Property, subject to Paragraph B of this Article; or

3. Take all or any part of the Covered Property at an agreed or appraised value; or
 4. Repair, rebuild or replace the Covered Property with other property of like kind and quality, subject to Paragraph B of this Article.
- B. The cost to repair, rebuild or replace does not include the increased cost attributable to enforcement of any ordinance or law regulating the construction, use or repair of any property.
- C. We will give You notice of Our intentions within sixty (60) days after we receive Your sworn proof of loss.
- D. We will not pay You more than Your financial interest in the Covered Property.

Article XXVIII

Salvage and Recoveries

All salvage, recoveries and payments recovered or received subsequent to the loss settlement under this Policy shall be applied as if recovered or received prior to said settlement and all necessary adjustments shall be made by the parties hereto.

Article XXIX

Settlement of Loss

We will pay for covered loss or damage within sixty (60) days after We receive Your signed sworn proof of loss and You have complied with all of the terms of this Policy, and:

- A. We have reached agreement with You on the amount of loss; or
- B. An appraisal award has been made.

Article XXX

No Benefit To Others

This insurance shall in no way inure directly or indirectly to the benefit of any carrier, bailee or any other person or entity.

Article XXXI

Proportional Settlement of Claims

In the event Covered Property is damaged by a Cause of Loss that is either not a covered Cause of Loss or is a Cause of Loss excluded by this Policy during an Occurrence which concurrently results in damage from a Cause of Loss covered by this Policy, then settlements of claims under this Policy will be made solely for that portion of loss or damage resulting from a Cause of Loss covered under this Policy, whether such other Cause of Loss is covered by other insurance or not.

Part III - Other Provisions

Article XXXII

Inspection of Property and Operations

We and any person or organization making inspections on Our behalf shall be permitted, but not obligated, to inspect Your property and operations at any time before or after loss. Neither the right of the Company and any person or organization to make such inspection, nor the making thereof, nor any report thereon shall constitute an undertaking, on behalf of or for the benefit of the Named Insured or others, to determine or warrant that such property or operations

are safe or healthful, or comply with any laws, rules or regulations, nor does such inspection constitute a guarantee of an accurate or complete valuation of such Covered Property.

Article XXXIII

Premiums and Fees

The first Named Insured shown in the Declarations Page is responsible for the payment of all premiums and fees due hereunder. Return premiums or fees due shall be paid to the first Named Insured, unless otherwise required by law.

Article XXXIV

Mortgagee

- A. If an Additional Interest is listed as a Mortgagee in the Declarations Page, then the provisions of this Article XXXIV shall apply to such Additional Interest.
- B. The term Mortgagee includes trustee.
- C. We will pay for covered loss of or damage to buildings or structures to each Mortgagee shown in the Declarations Page in their order of financial precedence.
- D. The Mortgagee has the right to receive loss payment even if the Mortgagee has started foreclosure or similar action on the building or structure.
- E. If We deny Your claim because of Your acts or because You have failed to comply with the terms of this Policy, the Mortgagee will still have the right to receive loss payment if the Mortgagee:
 - 1. Pays any premium due under this Policy at Our request if You have failed to pay any premium due under this Policy; and
 - 2. Submits a signed, sworn statement of loss within sixty (60) days after receiving notice from Us of Your failure to submit a signed sworn statement of loss; and
 - 3. Has notified Us of any change in ownership, occupancy or substantial change in risk known to the Mortgagee.

All of the terms and conditions of this Policy will then apply directly to the Mortgagee.

- F. If We pay the Mortgagee for any loss or damage and deny payment to You because of Your acts or because You have failed to comply with the terms of this Policy:
 - 1. The Mortgagee's rights under the mortgage will be transferred to Us to the extent of the amount We pay; and
 - 2. The Mortgagee's right to recover the full amount of the Mortgagee's claim will not be impaired.

At Our option, We may pay to the Mortgagee the whole principal on the mortgage plus any accrued interest. In this event, Your mortgage and note will be transferred to Us and You will pay Your remaining mortgage debt to Us.

- G. If We cancel this Policy, We will give written notice to the Mortgagee at least:
 - 1. Ten (10) days before the effective date of cancellation if We cancel for Your nonpayment of premium; or
 - 2. Thirty (30) days before the effective date of cancellation if We cancel for any other reason.

- H. If We elect not to renew this Policy, We will give written notice to the Mortgagee at least ten (10) days before the expiration date of this Policy.

Article XXXV

Definitions

When the following words appear in this Policy or any other forms or Endorsements attached hereto, they mean:

1. "Us," "We", "Our" and "the Company" mean the insurance companies listed on Endorsement Form ICAT 50 SCH.
2. "You", "Your" and "the Named Insured" mean the Named Insured(s) identified in the Declarations Page.
3. "Pollutant" means any solid, liquid, gaseous or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals and waste. Waste includes materials to be recycled, reconditioned or reclaimed.
4. "Stock" means merchandise held in storage or for sale, raw materials and in-process or finished goods, including supplies used in their packing or shipping.
5. "Policy" means form NPNA 100 and the Declarations Page, including Schedule A, and all Endorsements and other forms attached thereto. See the Declarations Page for a listing of Endorsements included with this Policy.
6. Covered Property is as defined in Article IV and as specifically listed in the Declarations Page, Schedule A, or as listed in the Statement of Values (ICAT 50 SOV).
7. Covered Location is as defined in Article VI.
8. Limit of Insurance is as defined in Article VII.
9. Operations means Your business activities occurring at the Covered Location.
10. Occurrence means any one disaster, accident or loss or series of disasters, accidents or losses which are covered Causes of Loss, are one event and occur within the area of one state of the United States and states contiguous thereto (however, as regards Earthquake, the epicenter does not need to be within these territorial confines). The duration and extent of an Occurrence is limited to all loss or damage sustained by Covered Property occurring during any period of 168 consecutive hours directly caused by the same event, except that the term Occurrence as regards loss or damage from wind and hail shall mean all loss sustained by Covered Property occurring during any period of 72 consecutive hours directly caused by the same event and such event need not be limited to one state or states contiguous thereto.
11. Mold means any species of fungi, including but not limited to, mold, yeast, mildew, spores, mold, toxins, mycotoxins, mold metabolites, mold antigens, mold allergens, mold produced antibiotics, or dust or fumes containing any of the foregoing, individually, or in any combination therewith or with another substance.

Article XXXVI

Forms and Endorsements; Changes

- A. Forms and Endorsements: In addition to this form, NPNA 100, there are Endorsements and a Declarations Page (including Schedule A) applicable to this Policy. These forms and all Endorsements comprise this Policy. See the Declarations Page for a listing of Endorsements included with this Policy.

- B. Changes: This Policy contains all of the agreements between the Named Insured and the Company concerning the insurance coverage provided hereunder. The Named Insured shown in the Declarations Page is authorized to make changes in the terms of this Policy with the Company's consent. This Policy's terms can be amended or waived only by Endorsement issued by the Company and made a part of this Policy.

WIND AND HAIL CAUSE OF LOSS COVERAGE ENDORSEMENT FORM 204

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. This Policy provides coverage for loss or damage directly caused by wind and hail.
- II. Notwithstanding the foregoing, coverage provided by this Endorsement does not include loss, damage or expense to the interior or exterior of any building or structure, or the property inside the building or structure, caused by rain, snow, sand, or dust, whether driven by wind or otherwise, unless the building or structure first sustains wind or hail damage to its roof, walls, doors, or windows, through which the rain, snow, sand, or dust enters.

All other terms and conditions of this Policy remain.

COVERAGE EXTENSION - WIND DRIVEN RAIN COVERAGE ENDORSEMENT FORM 204(a)

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. Notwithstanding anything stated elsewhere to the contrary, this Policy is amended to provide coverage for loss or damage caused by Wind Driven Rain which can be attributed a Covered Cause of Loss during a single storm or atmospheric disturbance.
 - A. Wind Driven Rain means direct physical loss or damage to the interior of any building covered under this policy caused by the sudden and temporary entry of rain, snow, sleet, or ice into the building when propelled by wind through or around building components, but which does not require building damage to occur prior to such rain, snow, sleet, or ice entering the building.
 - B. Coverage for Wind Driven Rain applies only to building(s) or structure(s) covered under Coverage A of Article IV, as listed in the Declarations Page, Schedule A. All other Covered Property covered by this Policy, if any, is not covered against loss from Wind Driven Rain.
 - C. Coverage for Wind Driven Rain applies only where the loss or damage is otherwise attributable to a Covered Cause of Loss. For example, if this Policy only provides coverage for loss or damage caused by Named Hurricane, loss or damage from Wind Driven Rain during an event other than a Named Hurricane is not covered.
 - D. Your deductible for loss or damage caused by Wind Driven Rain shall be equal to Your deductible for loss or damage caused by wind, hurricane, or a named storm (if a separate Named Hurricane or Named Storm Deductible is applicable to this Policy), whichever amount is greater. Notwithstanding any other terms or conditions of this Policy to the contrary, the deductible applied to loss or damage caused by Wind Driven Rain shall be applied in full to each occurrence of loss or damage caused by Wind Driven Rain and shall not be subject to erosion by the application of any provisions that otherwise would apply the deductible in the aggregate across two or more losses. For example, in the event that a Calendar Year Aggregate Named Storm Deductible is the highest Deductible indicated in this Policy, then the full amount of such Deductible shall be applied to each occurrence of loss or damage caused by Wind Driven Rain even though the amount of such deductible might be applied in the aggregate to multiple occurrences of loss or damage caused by Named Storm.
 - E. The Limit of Insurance for loss or damage caused by Wind Driven Rain is as shown in the Declarations Page, Schedule A. This Limit of Insurance does not increase Our Limit of Insurance: Coverage for loss or damaged caused by Wind Driven Rain is included in and part of Our Limit of Insurance for each building or structure covered under Coverage A of Article IV, as listed in the Declarations Page, Schedule A.
- II. Coverage provided by this Endorsement does not include loss, damage or expense to the interior or exterior of any building or structure, or the property inside the building or structure, caused by sand or dust, whether driven by wind or otherwise, unless the building or structure first sustains wind or hail damage to its roof, walls, doors, or windows through which the sand or dust enters.

All other terms and conditions of this Policy remain.

COVERAGE EXTENSION POLLUTANT CLEAN UP AND REMOVAL ENDORSEMENT FORM 207

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Article V of this Policy is amended and expanded to provide an additional Coverage Extension for **Pollutant Clean Up and Removal**, as follows:

Pollutant Clean Up and Removal

1. We will pay Your expense to extract Pollutants from land or water premises if the discharge, dispersal, seepage, migration, release or escape of the Pollutants is caused by or results from a covered Cause of Loss that occurs during the Policy Period. These expenses will be paid only if they are reported to Us in writing within 180 days of the date on which the covered Cause of Loss occurred.
2. This Coverage Extension does not apply to costs to test for, monitor or assess the existence, concentration or effects of Pollutants. But We will pay for testing which is performed in the course of extracting the Pollutants from land or water at a Covered Location.
3. The most We will pay under this Coverage Extension for each Covered Location is \$10,000 for the sum of all covered expenses arising out of a covered Cause of Loss occurring during each separate 12 month period of this Policy.
4. Our Limit of Insurance for this Pollutant Clean Up and Removal Coverage Extension is in addition to Our Limit of Insurance defined in the Declarations Page, Schedule A.

All other terms and conditions of this Policy remain.

COVERAGE EXTENSION FOOD SPOILAGE ENDORSEMENT FORM 209

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. **Article XI - Excluded Causes of Loss - Subsection 13**, of the Policy is amended to read as follows:

13. The failure of power or other utility service however caused and wherever such failure should occur.

However, if such failure of power or other utility service is caused by a Covered Cause of Loss, then this Policy provides a coverage extension of \$10,000 for food spoilage directly caused by such failure. In addition, any loss to Business Income and Rental Value directly resulting from food spoilage will be limited to \$10,000.

- II. This Limit of Insurance for this coverage extension is a sub-limit of Our Limit of Insurance pertaining to the Business Personal Property and Business Income and Rental Value covered hereunder. The Limit of Insurance for this Coverage Extension is part of and included in Our Limit of Insurance defined in the Declarations Page, Schedule A. This extension of coverage does not increase Our Limit of Insurance as stated in the declarations Page, Schedule A.

All other terms and conditions of this Policy remain.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UNSCHEDULED ADDITIONAL PROPERTY

This endorsement modifies insurance provided under the following:
NAMED PERIL COMMERCIAL PROPERTY COVERAGE FORM (NPNA 100)

I. The following is added to **Article V, Coverage Extensions**:

A. Unscheduled Additional Property

1. We will pay for sudden, fortuitous, direct physical loss or damage to Additional Property caused by a covered Cause of Loss under this Policy and subject to all other terms, conditions, and limitations contained in this Policy. Under this Coverage Extension, Additional Property has the meaning described in Paragraph III. of this Endorsement below. This Coverage Extension for Unscheduled Additional Property applies in addition to and separately from the coverage provided for any property specifically scheduled under **Coverage D, Additional Property Coverage** in the Declarations Page, Schedule A, or Statement of Values (ICAT 50 SOV).
2. Limit of Insurance. The most We will pay for loss or damage in any one Occurrence for this Coverage Extension for Unscheduled Additional Property is \$10,000, unless a higher limit is shown in the Declarations. The Limit of Insurance for this Coverage Extension for Unscheduled Additional Property is a sublimit of the Limit of Insurance that applies to this Policy. The addition of this Coverage Extension for Unscheduled Additional Property to the Policy does not increase or decrease Our total Limit of Insurance.
3. Deductible. The Deductible applicable to this Coverage Extension for Unscheduled Additional Property is \$2,500, unless a different amount is shown in the Declarations. If the adjusted amount of loss or damage (hereinafter referred to as loss) is less than or equal to the Deductible, We will not pay for that loss. If the adjusted amount of loss exceeds the Deductible, we will subtract the Deductible from the adjusted amount of loss and We will pay the resulting amount or the Limit of Insurance, whichever is less. Notwithstanding any provision in this Policy to the contrary, the above-stated Deductible amount will apply to each occurrence of loss covered under this Coverage Extension for Unscheduled Additional Property.

EXAMPLE #1: Loss only to Unscheduled Additional Property (loss above applicable deductible)

The policy covers an apartment building with a \$5,000,000 Limit of Insurance applicable to **Coverage A, Building(s) and/or Structure(s)**, and no property scheduled under **Coverage D, Additional Property Coverage**. The policy deductible applicable to loss caused by wind and hail is \$10,000. The deductible applicable to the Coverage Extension for Unscheduled Additional Property is \$2,500. Wind and hail damage a gazebo, shed, hot tub, and a fence that was set apart from the covered building by clear space, causing \$16,000 in loss.

Result: We will pay \$10,000 under this Coverage Extension for Unscheduled Additional Property because the Limit of Insurance for this Coverage Extension (\$10,000) is less than the amount of loss minus the Deductible (\$16,000 - \$2,500 = \$13,500). Note that the applicable Deductible is \$2,500 and that the policy's \$10,000 deductible for loss caused by wind and hail does not apply.

EXAMPLE #2: Loss only to Unscheduled Additional Property (loss below applicable deductible)

The policy covers an apartment building with a \$5,000,000 Limit of Insurance applicable to **Coverage A, Building(s) and/or Structure(s)**, and no property scheduled under **Coverage D, Additional Property Coverage**. The policy deductible applicable to loss caused by wind and hail is \$10,000.

The deductible applicable to the Coverage Extension for Unscheduled Additional Property is \$2,500. Wind partially damages a fence that was set apart from the covered building by clear space. Repairs to the fence cost \$2,000.

Result: No payment is due under the policy as follows:

Loss to Unscheduled Additional Property	
\$2,000 - \$2,500 deductible =	No Payment

EXAMPLE #3: Loss to Scheduled Property under Coverage D, Additional Property Coverage, and to Unscheduled Additional Property

The policy covers an apartment building with a \$5,000,000 Limit of Insurance applicable to **Coverage A, Building(s) and/or Structure(s)**, and a fence is scheduled in the Declarations under **Coverage D, Additional Property Coverage**, with a Limit of Insurance of \$15,000. The policy deductible applicable to loss caused by wind and hail is \$10,000. The deductible applicable to the Coverage Extension for Unscheduled Additional Property is \$2,500. Wind completely destroys a gazebo, shed, hot tub, and the scheduled fence. The loss to the gazebo, shed, and hot tub is \$12,000. There is no damage to the apartment building.

Result: We will pay \$14,500 as follows:

Loss to Scheduled Fence	
\$15,000 - \$10,000 deductible =	\$5,000
Loss to Unscheduled Additional Property	
\$12,000 - \$2,500 deductible =	\$9,500
Total amount of Loss Payable: \$14,500	

EXAMPLE #4: Loss to Building and to Unscheduled Additional Property

The policy covers an apartment building with a \$5,000,000 Limit of Insurance applicable to **Coverage A, Building(s) and/or Structure(s)**, and no property scheduled under **Coverage D, Additional Property Coverage**. The deductible applicable to loss caused by Named Hurricane is 3%. The deductible applicable to the Coverage Extension for Unscheduled Additional Property is \$2,500. The wind from a hurricane causes \$30,000 in loss to the roof of the apartment building and completely destroys a shed valued at \$7,500.

Result: We will pay \$5,000 as follows:

Loss to Building	
\$30,000 - \$150,000 deductible =	No Payment
Loss to Unscheduled Additional Property	
\$7,500 - \$2,500 deductible =	\$5,000
Total amount of Loss Payable: \$5,000	

II. Additional Property, as defined in Paragraph III. of this Endorsement below, is covered under this Policy only as follows:

A. As provided under the Coverage Extension for Unscheduled Additional Property as explained in Paragraph I. of this Endorsement above; or

- B. If specifically scheduled as Covered Property under **Coverage D, Additional Property Coverage** under this Policy.

III. The following is added to **Article XXXV, Definitions**:

A. Additional Property means:

1. Machinery and equipment in the open, including gas pumps.
2. Contractor's equipment, including trailers used to transport such equipment.
3. Buildings or structures in the course of construction, including materials and supplies, except alterations and repairs on or within the existing walls of existing buildings or structures insured by this Policy.
4. Fences, property-line walls, gates, latticework, and trellises, whether attached to a covered building or not.
5. Walkways, boardwalks, catwalks, trestles, bridges, dams, and tunnels (all whether for pedestrians or vehicles).
6. Pools (whether in the ground or above the ground and including spas, hot tubs, and jacuzzis) located outdoors, ponds, lakes, waterfalls or fountains.
7. Signs not attached to a covered building unless held for sale and **Coverage B, Business Personal Property**, of **Article IV** is applicable to such signs.
8. Awnings, canopies, and carports not attached to a covered building or structure, including any structure or covering over gas pumps or pools.
9. Light poles (including fixtures attached to such light poles) and street signs not attached to a covered building or structure.
10. Greenhouses, shade houses, hot houses and glass houses.
11. Lanai or any other similar structure not attached to a covered building and abutting, enclosing, or partially enclosing a pool.
12. Other buildings and structures at a Covered Location set apart from the covered building by clear space and not specifically described and included as Covered Property in the Declarations Page, Schedule A, or listed in the Statement of Values (ICAT 50 SOV). This includes structures connected to a covered building by only a fence, utility line or similar connection.

All other terms and conditions of this Policy remain unchanged.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CYBER EVENT EXCLUSION

This endorsement modifies insurance provided under the following:

BUILDERS RISK COVERAGE
COMMERCIAL INLAND MARINE COVERAGE PART
COMMERCIAL PROPERTY COVERAGE PART
COMMERCIAL PROPERTY DEDUCTIBLE BUY BACK POLICY
DIFFERENCE IN CONDITIONS PROGRAM
EXCESS FOLLOWING FORM POLICY
NAMED PERIL COMMERCIAL PROPERTY POLICY
SPECIAL CAUSE OF LOSS POLICY

- I. Cyber Event Exclusion. We will not pay for any loss, damage, cost or expense, whether real or alleged, that is caused by, results from, is exacerbated by or otherwise impacted by, either directly or indirectly and whether threatened or actual, any of the following. Such loss, damage, costs and expenses are excluded regardless of any other cause or event that contributes concurrently or in any sequence to the loss.

- A. **Computer Virus or Software** – Including but not limited to any software, program, instructions, code or data that:

1. Infiltrates and disrupts computer operations;
2. Accesses, acquires, collects, gathers, transmits, alters or damages instructions, information or data, including but not limited to personally identifiable information or other personal data, confidential information or “electronic data”;
3. Gains access to “computer systems”; or
4. Affects the operation or functionality of “computer systems”, “computer networks” or “electronic data”.

Computer virus or software also includes but is not limited to any computer code, worm, logic bomb, smurf attack, malware, Trojan horse, spyware, rootkits, ransomware, adware, keyloggers, rogue security software, destructive program, or malicious browsers, whether or not self-propagating.

- B. **Cyber Attack** – Including but not limited to any attack on or vandalism of “computer systems”, “computer networks” or “electronic data”, including but not limited to a “denial-of-service attack”.

- C. **Cyber Extortion** – Including but not limited to a threat or series of threats made to:

1. Prevent access of authorized users to “computer systems”, “computer networks” or “electronic data”;
2. Introduce any computer virus or software as described in I.A. above into “computer systems”, “computer networks” or “electronic data”;
3. Conduct a cyber attack as described in I.B. above;
4. Gain access that otherwise would be unauthorized to “computer systems”, “computer networks” or “electronic data”; or
5. Release, disclose, misuse, alter or destroy instructions, information or data, including but not limited to personally identifiable information or other personal data, confidential information or “electronic data”.

Cyber extortion also includes any illegal demand for payment, including but not limited to payment in money or cryptocurrency, to unlock any computer, “computer systems” or “computer network”, or to not do, undo or mitigate I.C.1., I.C.2, I.C.3., I.C.4. or I.C.5. above. However, a threat to do any of the above that is not accompanied by a demand for payment also is considered to be cyber extortion.

- D. **Cyber Risk** – Including but not limited to any risk where loss or damage is cyber-related, arising from either malicious acts, such as cyber attack as explained in I.B above or infection of systems with malicious code, or non-malicious acts, such as loss of data or accidental acts or omissions, involving either tangible or intangible property.

II. Exceptions. The following exceptions to the exclusion in Paragraph I. apply:

- A. To the extent that any part of the exclusion in Paragraph I. conflicts with an Additional Coverage, Coverage Extension or sublimited coverage specifically and affirmatively granted to you by us elsewhere under this Coverage Part or Policy, that part of the exclusion does not apply. The preceding reference to an Additional Coverage, Coverage Extension and sublimited coverage does not mean that any of these have been included with this Policy. Additional Coverages, Coverage Extensions, or sublimited coverages are provided under this Coverage Part or Policy only as stated in and documented by one of the Coverage Forms or Endorsements included with this Coverage Part or Policy.
- B. Only if and to the extent required by state law, if fire is a Covered Cause of Loss under this Coverage Part or Policy and a hazard excluded under Paragraph I. above results in fire, we will pay for the loss, damage, cost or expense caused by that fire, subject to all applicable policy provisions including any applicable Deductible and Limit of Insurance provisions. Coverage for fire provided under this exception does not apply to insurance provided under Business Income, Rental Value or Extra Expense Coverage Forms or endorsements that apply to those Coverage Forms.

III. Definitions. The following definitions are added with respect to the provisions of this endorsement:

- A. “Computer systems” means Information Technology (IT), data processing, industrial process control and communication systems, as well as any other item or element of hardware or associated software, including but not limited to IT infrastructure, software or equipment used for the purpose of creating, accessing, processing, protecting, monitoring, storing, backing up, retrieving, displaying or transmitting data. “Computer systems” also includes but is not limited to IT and mobile devices such as mobile phones, tablet devices, laptops, external drives, CD-ROMs, DVD-ROMs, magnetic tapes, magnetic disks or USB sticks that process, record, transmit or store data, as well as network equipment and associated input and output devices.
- B. “Computer network” means a group of “computer systems” and other computing hardware devices or network facilities connected by a form of communication technology, including but not limited to those connected to or by the internet, any intranet and virtual private networks (VPNs), allowing the networked computing devices to, among other things, exchange data.
- C. “Denial-of-service attack” means any attack leading to a total or partial deprivation, disruption or unavailability of “computer systems” or “computer networks” temporarily or permanently, such that they are non-functional in whole or in part, or otherwise unavailable to anticipated users of such “computer systems” or “computer networks”. The term “denial-of-service attack” includes but is not limited to a distributed attack in which multiple compromised systems are used to deluge or overload “computer systems” or “computer networks” with an incoming stream or requests or data, volumetric and application-specific attacks, and attacks targeting specific “computer systems”, entities or individuals.
- D. “Electronic data” means information, facts or computer programs stored as or on, created or used on, or transmitted to or from computer software (including systems and applications software), on hard or floppy disks, CD-ROMs, tapes, drives, cells, data processing devices or any other repositories of computer software that are used with electronically controlled equipment. The term computer programs, referred to in the foregoing description of electronic data, means a set of related electronic instructions that direct the operations and functions of a computer or device connected to it, which enable the computer or device to receive, process, store, retrieve or send data.

All other terms and conditions of this policy remain unchanged.

LOSS OF BUSINESS INCOME; RENTAL VALUE; EXTRA EXPENSE ENDORSEMENT FORM 300

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. This Endorsement defines Coverage E of Article IV which, by attachment of this Endorsement, is hereby included as Covered Property in this Policy.
- II. We will indemnify and pay You for actual loss of Business Income and Rental Value which You sustain due to the necessary suspension of Your Operations (as defined herein) during the Period of Restoration (as defined herein). The suspension of Your Operations must be caused by direct physical loss or damage to property at a Covered Location caused by a covered Cause of Loss occurring during the Policy Period.
 - A. Business Income as used herein means:
 1. Net Income (net profit before taxes, a positive amount; or net loss before taxes, a negative amount) that would have been earned or incurred had such physical loss or damage not occurred; plus
 2. Continuing normal operating expenses incurred by You, including payroll, after such physical loss or damage.
 3. The amount of Your Business Income loss will be determined based upon:
 - a. The Net Income of Your business before the direct physical loss or damage occurred;
 - b. The likely Net Income of Your business if no physical loss or damage had occurred, but not including any Net Income that would likely have been earned as a result of an increase in the volume of business due to favorable business conditions caused by the impact of the covered Cause of Loss on customers or on other businesses;
 - c. The actual operating expenses You incur, including payroll expenses, necessary to resume normal Operations with the same quality of service that existed just before the direct physical loss or damage; and
 - d. Other relevant sources of information, including but not limited to:
 - i. Your financial records and accounting procedures;
 - ii. Bills, invoices, and other vouchers; and
 - iii. Deeds, liens, or contracts.
 - B. Rental Value as used herein means:

1. The total anticipated rental income from tenant occupancy of the Covered Location as furnished and equipped by You; and
 2. The amount of all charges which are the legal obligation of the tenant(s) and which would otherwise be Your obligations; and
 3. The fair rental value of any portion of the Covered Location which is occupied by You.
- C. Additional Coverages: In addition to coverage for Business Income and Rental Value, We will pay You for the Extra Expense (as defined herein) and Civil Authority (as defined herein) loss You sustain due to the necessary suspension of Your Operations. These Additional Coverages are included in and are part of the Limit of Insurance applicable to Coverage E and are not in addition to the Limit of Insurance applicable to Coverage E.
1. Extra Expense: Extra Expense means necessary and reasonable expenses You incur during the Period of Restoration that You would not have incurred if there had been no direct physical loss or damage to Covered Property caused by a covered Cause of Loss, and as further defined herein:
 - a. We will pay any Extra Expense to minimize the suspension of Your business if You cannot continue Operations during the Period of Restoration.
 - b. We will pay any Extra Expense to avoid or minimize the suspension of Your business and to continue Operations:
 - i. At the Covered Location; or
 - ii. At replacement premises or at temporary locations, including the cost of:
 - (a) Relocation expenses; and
 - (b) Costs to equip and operate the replacement or temporary locations.
 - c. We will pay any Extra Expense to:
 - i. Repair or replace any property to the extent doing so reduces the amount of loss that otherwise would have been payable under this Endorsement; or
 - ii. Research, replace, or restore the lost information on damaged valuable papers and records to the extent doing so reduces the amount of loss that otherwise would have been payable under this Endorsement. Valuable papers as used herein does not include Electronic Data Processing Media, which is defined to mean data, records, all software including procedures and programs or source material of any kind and all forms of converted data or programs and/or instruction vehicles used in Your data processing operations.

- d. The amount of Extra Expense will be determined based on:
 - i. All expenses that exceed the normal operating expenses that would have been incurred by Your Operations during the Period of Restoration if no direct physical loss or damage had occurred.
 - ii. All necessary expenses that reduce the Business Income and Rental Value loss that otherwise would have been incurred.
 - iii. We will deduct from the total of such expenses:
 - (a) The salvage value that remains of any property bought for temporary use during the Period of Restoration, once Operations are resumed; and
 - (b) Any Extra Expense that is paid for by other insurance.
- 2. Civil Authority: We will pay for the actual loss of Business Income and Rental Value You sustain, and necessary Extra Expense, caused by action of Civil Authority that prohibits access to the Covered Location due to direct physical loss or damage to property other than property at a Covered Location when damage to such property is the result of a Cause of Loss covered by this Policy.
 - a. This coverage for Business Income and Rental Value will apply for a period of up to, but not to exceed, 21 consecutive days after coverage under this Civil Authority Additional Coverage begins.
 - b. This coverage for Extra Expense will end 21 days after the time of such Civil Authority begins or when Your Business Income and Rental Value coverage under this Civil Authority Additional Coverage ends, whichever is later.

III. Extended Business Income Coverage

- A. If the necessary suspension of Your Operations produces a Business Income loss payable under this Policy, We will pay for the actual loss of Business Income You incur during the period that:
 - 1. Begins on the date property (except finished Stock) is actually repaired, rebuilt, or replaced and Your Operations are resumed; and
 - 2. Ends on the earlier of:
 - a. The date You could restore Your Operations, with reasonable speed, to the level which would generate the Business Income amount that would have existed if no direct physical loss or damage had occurred; or
 - b. 30 consecutive days after the date determined in III.A.1 above.

- B. However, Extended Business Income coverage does not apply to loss of Business Income incurred as a result of unfavorable business conditions caused by the impact of the covered Cause of Loss in the area of the Covered Location.

IV. Extended Rental Value Coverage

- A. If the necessary suspension of Your operations produces a Rental Value loss payable under this Policy, We will pay for the actual loss of Rental Value You incur during the period that:
 - 1. Begins on the date property is actually repaired, rebuilt, or replaced and tenantability is restored; and
 - 2. Ends on the earlier of:
 - a. The date You could restore tenant occupancy, with reasonable speed, to the level which would generate the Rental Value that would have existed if no direct physical loss or damage had occurred; or
 - b. 30 days after the date determined in IV.A.1 above.
- B. However, Extended Rental Value coverage does not apply to loss of Rental Value incurred as a result of unfavorable business conditions caused by the impact of the covered Cause of Loss in the area of the Covered Location.

V. Other Loss Determination Provisions

- A. We will reduce the amount of Your:
 - 1. Business Income and Rental Value loss to the extent You can resume Your Operations, in whole or in part, by using damaged or undamaged property (including merchandise or Stock) at the Covered Location or elsewhere.
 - 2. Extra Expense loss to the extent that You can return Operations to normal and discontinue such Extra Expense.
- B. If You do not resume Operations, or do not resume Operations as quickly as possible, then we will pay based upon the length of time it would have taken to resume Operations as quickly as possible.

VI. Limits of Insurance

- A. The most We will pay for loss under this Endorsement for loss in any one Occurrence is the applicable Limit of Insurance shown in the Declarations Page, Schedule A. Coverage for Business Income, Rental Value, Extra Expense, Civil Authority, Extended Business Income and Extended Rental Value are combined and included in the Limit of Insurance.

- B. Monthly Limit of Indemnity: Notwithstanding the foregoing, the most We will pay for loss of Business Income and Rental Value, excluding Extra Expense associated with such loss, in each period of 30 consecutive days is:

1. The Limit of Insurance; times
2. The percent Limit of Indemnity provided on the Policy Declarations Page.

In no event will We pay more than Our Limit of Insurance as defined in the Declarations Page, Schedule A, for any one Occurrence.

VII. Definitions

A. Operations means:

1. Your business activities occurring at the Covered Location; and
2. The tenantability of the Covered Location if coverage for Rental Value applies.

B. Period of Restoration means:

1. The period of time that begins on the date of the direct physical loss or damage to property at a Covered Location caused by a covered Cause of Loss which caused the suspension of Your Operations;
2. And ends on the earlier of:
 - a. The date when the property at the Covered Location should be repaired, rebuilt or replaced with reasonable speed and similar quality; or
 - b. The date when business is resumed at a new permanent location.
3. Period of Restoration does not include any increased period required due to the enforcement or any ordinance or law that:
 - a. Regulates the construction, use or repair, or requires the tearing down of any property; or
 - b. Requires You or others to test for, monitor, clean up, remove, contain, treat, detoxify, or neutralize, or in any way respond to, or assess the effect of Pollutants.
4. The expiration date of this Policy will not cut short the Period of Restoration. This Policy will not pay for loss that is the subject matter of this Endorsement arising out of Causes of Loss occurring outside of the Policy Period defined in the Declarations Page.

All other terms and conditions of this Policy remain.

**MODIFICATION TO ICAT NPNA 300:
EXTENDED BUSINESS INCOME AND RENTAL
VALUE COVERAGE ENDORSEMENT FORM 300(f)**

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. Paragraph A.2.b of Part III of ICAT NPNA 300 is deleted and replaced with the following:
 - b. 60 consecutive days after the date determined in III.A.1 above.
- II. Paragraph A.2.b of Part IV of ICAT NPNA 300 is deleted and replaced with the following:
 - b. 60 consecutive days after the date determined in IV.A.1 above.

All other terms and conditions of this Policy remain.

ORDINANCE OR LAW ENDORSEMENT FORM 302

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. This Endorsement defines Coverage F of Article IV of the Policy which, by attachment of this Endorsement and the listing of this coverage in the Declarations Page, Schedule A, is hereby included as Covered Property in this Policy.
- II. **Article XI - Excluded Causes of Loss - Subsection 10**, is deleted.
- III. **Coverage F: Ordinance or Law**

In the event of direct physical loss or damage directly caused by a covered Cause of Loss to a building or structure covered under Coverage A, or direct physical loss or damage directly caused by a covered Cause of Loss to a building or structure covered under Coverage D, then We shall also be liable as follows:

A. Coverage Part A – Coverage for Loss to the Undamaged Portion of the Building

- 1. We will pay for loss to the undamaged portion of the building or structure caused by enforcement of any ordinance or law when such ordinance or law requires the demolition of parts of the same building or structure not damaged by a covered Cause of Loss, and such ordinance or law regulates the construction or repair of buildings, or establishes zoning or land use requirements at a Covered Location, and such ordinance or law is in force at the time of a covered Cause of Loss. The enforcement of the Ordinance or Law must be directly caused by and result from the damage to property covered under Coverage A or Coverage D from a covered cause of loss.

“Undamaged as used above does not include property damaged from a peril not covered by this policy.
- 2. We will not pay more for loss, damage or expense to the building or structure under consideration, including loss caused by enforcement of an ordinance or law, than the lesser of:
 - a. The amount You actually spend to repair, rebuild, or reconstruct the building or structure, but not for more than the amount it would cost to restore the building or structure at the same location and to the same height, floor area, style, and comparable quality of the original building or structure insured; or
 - b. The Limit of Insurance applicable to the covered building or structure under consideration.
- 3. If the Replacement Cost Endorsement is attached to this Policy and the building or structure is not repaired or replaced, or if the Replacement Cost Endorsement option does not apply, then We will not pay more for loss,

damage or expense to the building or structure, including loss caused by enforcement of an ordinance or law, than the lesser of:

- a. The Actual Cash Value of the building or structure at the time of loss; or
 - b. The Limit of Insurance applicable to the covered building or structure.
4. We will not pay under this Coverage Part A of this endorsement until the buildings or structures are rebuilt, repaired, or reconstructed.

B. Coverage Part B – Demolition Cost Coverage

1. We will pay for the cost to demolish and clear undamaged parts of the building or structure covered under Coverage A or Article IV caused by enforcement of building, zoning, or land use ordinance or law but only if such building, zoning, or land use ordinance or law is in force at the time of loss.
2. We will not pay under this Coverage Part B of this endorsement until the demolition costs are incurred.
3. Our Limit of Insurance for this Coverage Part B of this Endorsement shall be the lesser of the amount defined in the Declarations Page, Schedule A, or the amount You actually spend to demolish the undamaged parts of the building or structure. In the event the Coinsurance Condition Endorsement ICAT NPNA 501 is attached to this Policy, such Coinsurance Condition shall not apply to this Coverage Part B - Demolition Cost Coverage - of this Endorsement.

C. Coverage Part C – Increased Cost of Construction

1. We will pay for the increased cost to repair, rebuild, or construct the building or structure caused by enforcement of building, zoning, or land use ordinance or law but only if such building, zoning, or land use ordinance or law is in force at the time of loss. If the building or structure is repaired or rebuilt, it must be intended for similar occupancy as the current building or structure, unless otherwise required by such zoning or land ordinance or law. In no event will We pay for the increased cost of construction if the building is not repaired or replaced.
2. We will not pay under this Coverage Part C of this Endorsement until the building or structure is actually repaired or replaced at the same or another location and unless the repairs or replacement are made as soon as reasonably possible after the covered loss or damage, but in no event after 24 months from the date of the covered Cause of Loss.
3. If the building or structure is repaired or replaced at the same location, or if You elect to rebuild at another location, the most We will pay under this Coverage Part C of this Endorsement is the lesser of:
 - a. The increased cost of construction at the same location; or

- b. The applicable Limit of Insurance for this Coverage Part C of this Endorsement shown in the Declarations Page, Schedule A.
- 4. If the ordinance or law requires relocation to another location, the most We will pay under this Coverage Part C of this Endorsement is the lesser of:
 - a. The increased cost of construction at the new premises; or
 - b. The applicable Limit of Insurance for this Coverage Part C of this Endorsement shown in the Declarations Page, Schedule A.

IV. Pollution Exclusion

We will not pay for loss, cost or expense caused by or resulting from the mere existence, occurrence, discharge, dispersal, seepage, migration, release or escape of Pollutants. We will not pay any loss, cost, or expense associated with the enforcement of any ordinance or law which requires You or others to test for, monitor, clean up, remove, restore, replace, contain, treat, detoxify or neutralize, or in any way respond to, or assess, the effects of Pollutants. We will not pay to investigate or defend any loss, injury, or damage, or for any costs, fine or penalty or for any expense or claim or suit related to any of the above. Pollutants means any solid, liquid, gaseous, or thermal irritant or contaminant, including smoke, vapor, soot, fumes, acids, alkalis, chemicals, asbestos, and waste. Waste includes materials to be recycled, reconditioned, or reclaimed.

V. Deductible

See the Deductible Endorsement Form attached to this Policy for the Deductible provisions applicable to this Coverage F - Ordinance or Law.

All other terms and conditions of this Policy remain.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ELECTRONIC DATA PROCESSING

This endorsement modifies insurance provided under the following:
NAMED PERIL COMMERCIAL PROPERTY COVERAGE FORM (NPNA 100)

- I. **Article IV - Property or Interest Covered, Coverage B: Business Personal Property** is amended to include the following:

Electronic data processing equipment including its component parts, owned by You, leased to You, rented to You, or under Your control.

- II. **Article X – Property and Interests Excluded – Subsection 14** is deleted and replaced by the following:

Electronic data processing media owned by You or for which You may be legally liable, including data, records, all software including procedures and programs or source material of any kind, and all forms of converted data or programs and/or instruction vehicles used in Your data processing operations.

- III. **Article XI - Excluded Causes Of Loss - Subsection 17.a.** is deleted and replaced by the following:

17. Any loss, damage or expense, or increase in loss, damage or expense, caused by or resulting from loss of, alteration of, or damage to; or a reduction in the functionality, availability or operation of:

- a. A computer system, program, software, data, information repository, microchip, integrated circuit, or similar device in computer equipment or non-computer equipment;

IV. Limit of Insurance

Our Limit of Insurance for the payment of loss under this Endorsement is included in and part of Our Limit of Insurance under Coverage B of Article IV of the Policy as shown in the Declarations Page, Schedule A. This Endorsement does not increase our Limit of Insurance under the Policy.

V. Valuation

With respect to loss or damage to electronic data processing equipment, **Article VIII – Valuation –** is replaced by the following:

We shall not pay more than the cost of repair or replacement of electronic data processing equipment covered herein. However, in the event You elect to not repair or replace such equipment, then We shall not pay more than the Actual Cash Value of such equipment at the time of loss or damage from a covered Cause of Loss, even if the Replacement Cost Endorsement ICAT NPNA 500 is attached to this Policy. The loss or damage shall be ascertained or estimated according to such Actual Cash Value based on the Replacement Cost with proper deduction for depreciation (however caused), but in no event shall such amount exceed what it would then cost to repair or replace such equipment with equipment of like kind and quality, nor the amount for which You may be liable.

All other terms and conditions of this Policy remain.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

FINE ARTS EXTENSION

This endorsement modifies insurance provided under the following:
NAMED PERIL COMMERCIAL PROPERTY COVERAGE FORM (NPNA 100)

I. **Article X – Property and Interests Excluded – Subsection 2** is deleted and replaced with the following:

2. Jewelry, precious stones, antiques and furs.

II. **Article IV – Property or Interest Covered – Coverage B: Business Personal Property** is amended to include the following:

Fine Arts that are the property of the Named Insured, and Fine Arts of others in the care, custody and control of the Named Insured and for which the Named Insured is legally liable.

Business Personal Property is covered only if it is located at a Covered Location.

III. **Article VIII – Valuation** is amended to include the following:

We shall not pay more than the cost of repair or replacement of Fine Arts covered herein. However, in the event You elect not to repair or replace such Fine Arts then We shall not pay more than the Actual Cash Value of such Fine Arts at the time of loss or damage. The loss or damage shall be estimated according to such Actual Cash Value based on the Replacement Cost with proper deduction for depreciation, however caused, but in no event shall such amount exceed what it would then cost to repair or replace such Fine Arts with Fine Arts of like kind and quality.

II. **Definition**

The term Fine Arts means paintings, etchings, sculpture, art glass, tapestries and porcelains.

III. **Limit of Insurance**

Our Limit of Insurance for this Coverage Extension is a sublimit of Our Limit of Insurance and is included in and part of Our Limit of Insurance under Coverage B of Article IV of the Policy as shown in the Declarations Page, Schedule A. The most We will pay under this endorsement is the amount shown in the Declarations Page, Schedule A pertaining to the coverage afforded by the Endorsement. This extension of coverage does not increase Our Limit of Insurance as stated in the Declarations Page, Schedule A.

The above-listed changes do not increase or decrease the Policy Limit of Insurance.

All other terms and conditions of this Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

VALUABLE PAPERS EXTENSION

This endorsement modifies insurance provided under the following:
NAMED PERIL COMMERCIAL PROPERTY COVERAGE FORM (NPNA 100)

I. **Article X – Property and Interests Excluded, Item 1** is deleted and replaced with the following:

1. Accounts, bills, currency, deeds, food stamps, money, notes or other evidences of debt, securities, stamps, original drawings and specifications, letters of credit, passports, tickets (including lottery tickets), manuscripts, bullion and gift certificates.

II. **Article IV – Property or Interest Covered – Coverage B: Business Personal Property** is amended to include the following:

Valuable Papers that are the property of the Named Insured, and like property of others in the care, custody and control of the Named Insured and for which the Named Insured is legally liable.

Business Personal Property is covered only so long as it is located at a Covered Location.

III. **Article VIII – Valuation** is amended to include the following:

We shall not pay more than the cost of repair or replacement of Valuable Papers covered herein. However, in the event You elect not to repair or replace such Valuable Papers then We shall not pay more than the Actual Cash Value of such Valuable Papers at the time of loss or damage. The loss or damage shall be estimated according to such Actual Cash Value based on the Replacement Cost with proper deduction for depreciation, however caused, but in no event shall such amount exceed what it would then cost to repair or replace such Valuable Papers with Valuable Papers of like kind and quality, nor the amount for which You may be liable.

IV. Definitions

The term Valuable Papers means written, printed or otherwise inscribed documents and records including books, maps, films, drawings, abstracts, deeds, mortgages and manuscripts, but does not mean money or securities.

Money means currency, coins, bank notes, bullion, traveler's checks, register checks and money orders held for sale to the public.

Securities means all negotiable and non-negotiable instruments or contracts representing either money or other property and include revenue and other stamps in current use, tokens and tickets, but does not include money.

V. Limit of Insurance

Our Limit of Insurance for this Coverage Extension is a sublimit of Our Limit of Insurance and is included in and part of Our Limit of Insurance under Coverage B of Article IV of the Policy as shown in the Declarations Page, Schedule A. The most We will pay under this endorsement is the amount shown in the Declarations Page, Schedule A pertaining to the coverage afforded by the Endorsement. This extension of coverage does not increase Our Limit of Insurance as stated in the Declarations Page, Schedule A.

The above-listed changes do not increase or decrease the Policy Limit of Insurance.

All other terms and conditions of this Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

UTILITY SERVICES EXTENSION

This endorsement modifies insurance provided under the following:
NAMED PERIL COMMERCIAL PROPERTY COVERAGE FORM (NPNA 100)

I. **Article XI – Excluded Causes of Loss – Subsection 13** is deleted.

II. Definition

Based upon the provisions of this Endorsement and the Policy, this Policy is extended to insure against the following:

1. Shrinkage, evaporation, leakage of contents, change in texture or finish, decay or other spoilage of Covered Property at a Covered Location resulting from direct physical loss or damage caused by a covered Cause of Loss to Water, Communication, and Power Supply Services, as defined below, furnishing electricity, steam, water, gas or refrigeration to the Covered Property.
2. Water, Communication, and Power Supply Services are defined as follows:
 - a. **Water Supply Services** means the following types of property supplying water to the Covered Location:
 - i. Pumping Station; and
 - ii. Water mains.
 - b. **Communication Supply Services** means property supplying communication services, including telephone, radio, microwave, or television services to the Covered Location, such as:
 - i. Coaxial cables; and
 - ii. Microwave radio relays except satellites.
 - c. **Power Supply Services** means the following types of property supplying electricity, steam or gas to the Covered Location:
 - i. Utility generating plants;
 - ii. Switching stations;
 - iii. Substations; and
 - iv. Transformers.
3. A 72-hour waiting period applies to this Endorsement. We will only pay for loss You sustain after the first 72 hours following the direct physical loss or damage for which this endorsement applies. Losses under this endorsement are subject to the applicable policy deductibles.

III. Limit of Insurance

Our Limit of Insurance for this Coverage Extension is a sublimit of Our Limit of Insurance and is included in and part of Our Limit of Insurance under Coverages B and E of Article IV of the Policy as shown in the Declarations Page, Schedule A. The most We will pay under this endorsement is the amount shown in the Declarations Page, Schedule A pertaining to the coverage afforded by the Endorsement. This extension of coverage does not increase Our Limit of Insurance as stated in the Declarations Page, Schedule A.

The above-listed changes do not increase or decrease the Policy Limit of Insurance.

All other terms and conditions of this Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ACCOUNTS RECEIVABLE EXTENSION

This endorsement modifies insurance provided under the following:
NAMED PERIL COMMERCIAL PROPERTY COVERAGE FORM (NPNA 100)

I. **Article X – Property and Interests Excluded – Subsection 1** is deleted and replaced with the following:

1. Bills, currency, deeds, food stamps, money, notes or other evidences of debt, securities, stamps, original drawings and specifications, letters of credit, passports, tickets (including lottery tickets), manuscripts, bullion, gift certificates and valuable papers.

II. **Article IV – Property or Interest Covered- Coverage B** is amended to include the following:

Accounts Receivable

III. **Article VIII – Valuation** is amended to include the following:

When there is proof that a loss covered by this Endorsement has occurred but You cannot accurately establish the total amount of accounts receivable outstanding as of the date of such loss, such amount shall be based on Your monthly statements and shall be computed as follows:

1. Determine the amount of all outstanding accounts receivable at the end of the same fiscal month in the year immediately preceding the year in which the loss occurs;
2. Calculate the percentage of increase or decrease in the average monthly total of accounts receivable for the twelve months immediately preceding the month in which the loss occurs, or such part thereof for which You have furnished monthly statements to Us, as compared with such average for the same months of the preceding year;
3. The amount determined under 1. above, increased or decreased by the percentage calculated under 2. above, shall be the agreed total amount of account receivables as of the last day of the fiscal month in which said loss occurs;
4. The amount determined under 3. above shall be increased or decreased in conformity with the normal fluctuations in the amount of accounts receivable during the fiscal month involved, due consideration being given to the experience of the business since the last day of the last fiscal month for which statement has been rendered.

There shall be deducted from the total amount of accounts receivable, however established, the amount of such accounts evidenced by records not lost or damaged, or otherwise established or collected by You, and an amount to allow for probable bad debts which would normally have been uncollectible by You. All unearned interest and service charges shall be deducted.

IV. Definition

The term Accounts Receivable means:

1. All sums due You from customers, provided You are unable to effect collection thereof as the direct result of loss of or damage to records of accounts receivable;
2. Interest charges on any loan to offset impaired collections pending repayment of such sums made uncollectible by such loss or damage;
3. Collection expense in excess of normal collection cost and made necessary because of such loss or damage;

4. Other expenses when reasonably incurred by You in reestablishing records of accounts receivable following such loss or damage.

V. Accounts Receivable Not Covered:

1. Loss due to bookkeeping, accounting or billing errors or omissions;
2. Loss, proof of which as to factual existence, is dependent upon an audit of records or an inventory computation; but this shall not preclude the use of such procedures in support of claim for loss which You can prove, through evidence wholly apart there from, is due solely to a risk of loss of records of accounts receivable not otherwise excluded hereunder;
3. Loss due to alteration, falsification, manipulation, concealment, destruction or disposal of records of accounts receivable committed to conceal the wrongful giving, taking, obtaining or withholding of money, securities or other property but only to the extent of such wrongful giving, taking, obtaining or withholding.

VI. Limit of Insurance

Our Limit of Insurance for this Coverage Extension is a sublimit of Our Limit of Insurance and is included in and part of Our Limit of Insurance under Coverage B of Article IV of the Policy as shown in the Declarations Page, Schedule A. The most We will pay under this endorsement is the amount shown in the Declarations Page, Schedule A pertaining to the coverage afforded by the Endorsement. This extension of coverage does not increase Our Limit of Insurance as stated in the Declarations Page, Schedule A.

The above-listed changes do not increase or decrease the Policy Limit of Insurance.

All other terms and conditions of this Policy remain the same.

DEDUCTIBLE ENDORSEMENT FORM 425

THIS ENDORSEMENT IDENTIFIES THE CALCULATION AND APPLICATION OF YOUR DEDUCTIBLE UNDER NPNA 100, ARTICLE IX.

PLEASE READ THIS ENDORSEMENT CAREFULLY.

- I. Deductible. We will not pay for loss or damage to Covered Property until the amount of loss or damage from any one Occurrence exceeds the applicable deductible defined in this Endorsement. We will then pay the amount of loss or damage in excess of the stated deductible up to Our Limit of Insurance. Your deductible amount may be subject to adjustments required by the Coinsurance Condition Endorsement if such Endorsement is attached to this Policy.
- II. Covered Cause of Loss. Your deductible will be applied against direct physical loss or damage to Covered Property caused by a Covered Cause of Loss (as hereinafter defined). A Covered Cause of Loss under this Policy shall mean that the particular Cause of Loss is insured under this Policy, which shall be documented by the attachment of one or more Cause of Loss Coverage Endorsement Form(s) to this Policy. The Declarations Page, Schedule A, Section 3 identifies one or more Covered Causes of Loss under this Policy, the dollar amount or percentage deductible for each Covered Cause of Loss, and the manner in which the deductible shall be applied against loss or damage.

Causes of Loss which may be covered under this Policy include the following:

- wind and hail (including Named Storm and Named Hurricane)
- Named Storm (which includes Named Hurricane)
- Named Hurricane

The identification of the foregoing Causes of Loss does not mean that the Cause of Loss is a Covered Cause of Loss under this Policy. A Cause of Loss is a Covered Cause of Loss under this Policy only if the applicable Cause of Loss Coverage Endorsement Form is attached to this Policy.

- III. Deductible Amount. The amount of Your deductible may be different for different Covered Causes of Loss under this Policy. These differences shall be identified on the Declarations Page, Schedule A. If You are insured for loss or damage caused by wind and hail, the amount of Your deductible may differ for loss or damage caused by Named Hurricane, Named Storm, and wind and hail.

Notwithstanding anything to the contrary herein, if You purchased a Named Storm or Named Hurricane Deductible, Your deductible shall be applied exclusively and on a primary basis if loss or damage is caused by a Named Storm or a Named Hurricane.

Although the Covered Cause of Loss Endorsement Form may include multiple Covered Causes of Loss (i.e., wind and hail coverage includes coverage for Named Hurricane), the Declarations Page, Schedule A may indicate different deductibles for these associated Covered Causes of Loss. For example, if Your Declarations Page, Schedule A indicates separate deductibles for Named Hurricane and wind and hail, the Named Hurricane Deductible applies to loss or damage resulting from a Named Hurricane, and the Wind and Hail Deductible applies to all other loss or damage caused by wind and hail.

- IV. The amount of Your deductible is determined as follows:

- A. Fixed Dollar Deductible. Your deductible equals a fixed dollar amount if the deductible is identified as a fixed dollar amount on the Declarations Page, Schedule A for the Covered Cause of Loss.
- B. Percentage Deductible – Line of Coverage. If the deductible is expressed as a percentage in the Declarations Page, Schedule A for a Covered Cause of Loss, and the percentage deductible is applied by Line of Coverage, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the stated value at each building or structure for each Line of

Coverage identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy. The deductible amount for loss or damage to Business Personal Property insured under Coverage B (BPP) and Tenant Improvements and Betterments insured under Coverage C (TIB) shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the combined stated values for Coverages B and C identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy.

- C. Percentage Deductible – Building. If the deductible is expressed as a percentage and applied by Building in the Declarations Page, Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values for each Building identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy.
- D. Percentage Deductible – Location. If the deductible is expressed as a percentage and applied by Location in the Declarations Page, Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values for each Covered Location identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy.
- E. Percentage Deductible – Policy. If the deductible is expressed as a percentage and applied by Policy in the Declarations Page, Schedule A for a Covered Cause of Loss, then that deductible amount shall be determined by multiplying the percentage which applies for the Covered Cause of Loss by the sum of the stated values under the Policy identified in the Statement of Values (ICAT 50 SOV) or otherwise identified in the Policy.
- F. Minimum Deductible. Notwithstanding anything to the contrary contained herein, a Covered Cause of Loss may be subject to a Minimum Deductible.
- V. Deductible Application. Your deductible will be applied to loss or damage to Covered Property by Policy, Location, Building, or Line of Coverage from one or more Occurrences under this Policy, subject to Our Limit of Insurance. Your deductible will be applied as identified on the Declarations Page, Schedule A, Section 3.
 - A. Policy Application. If Your deductible for a particular Covered Cause of Loss is applied by Policy, Your deductible will be applied to the sum of all loss or damages to Covered Property under this Policy from any one Occurrence the direct result of a Cause of Loss covered under this Policy.
 - B. Location Application. Your deductible will be applied to the sum of all loss or damages to Covered Property at each Covered Location from any one Occurrence the direct result of a Cause of Loss covered under this Policy. If two or more Covered Locations are insured under this Policy, then the deductible will be applied separately at each Covered Location against the sum of all loss or damages incurred at each Covered Location from any one Occurrence the direct result of a Cause of Loss covered under this Policy.
 - C. Building Application. Your deductible will be applied to the sum of all loss or damages to Covered Property at each Building or structure from any one Occurrence the direct result of a Cause of Loss covered under this Policy. If two or more buildings or structures are insured under the Policy, then the applicable deductible will be applied separately at each Building or structure against the sum of all loss or damages incurred at each Building or structure from any one Occurrence the direct result of a Cause of Loss covered under this Policy.
 - D. Line of Coverage Application.
 - i. As respects loss or damage to buildings or structures insured under Coverage A (Building) of Article IV:
 - 1. The applicable deductible will be applied separately to all Coverage A building and structure losses from all other Covered Property losses; and

2. If two or more buildings or structures are insured under Coverage A of Article IV, then the applicable deductible will be applied separately to each such building or structure.
 - ii. As respects loss or damage to Business Personal Property insured under Coverage B and Tenant Improvements and Betterments insured under Coverage C (both as defined in Article IV of the Policy):
 1. The applicable deductible will be applied to Coverage B and C losses separately from All Other Covered Property Losses; and
 2. If Covered Property covered under Coverages B and C is located in two or more buildings or structures, then the applicable deductible will be applied separately to such Covered Property located in each such separate building or structure as shown in the Declarations Page, Schedule A; and
 3. The applicable deductible for losses to all Covered Property covered under Coverages B and C will be applied to the sum of all Coverage B and C losses in each building or structure as shown in the Declarations Page, Schedule A.
 - iii. As respects loss, damage or expense to Covered Property insured under Coverage E - Loss of Business Income; Rental Value; Extra Expense (BI):
 1. The applicable deductible will be applied separately to all Coverage E losses from all other Covered Property losses and applied at either the building or Covered Location level as shown in the Declarations Page, Schedule A; and
 2. If Coverage E is applicable to two or more buildings or structures under Coverage A and/or Coverage B of Article IV, then the applicable deductible will be applied separately to Coverage E losses from all other Covered Property Losses and applied at either each building or Covered Location as shown in the Declarations Page, Schedule A.
 - iv. As respects loss or damage to Covered Property under Coverage F of Article IV, the coverage provisions of Coverage F shall not be activated or available to You unless and until the deductible provisions applicable to Coverage A of Article IV have been satisfied and a claim payment is due to You under the provisions of Coverage A of Article IV.
- VI. Additional Property Coverage Deductible. Notwithstanding anything to the contrary contained in III., IV., or V. above, the amount and application of Your Deductible for all loss or damage to Additional Property Coverage Covered Property insured under Coverage D (APC) of Article IV shall be determined as follows:
- A. The Deductible amount shall equal a fixed dollar amount if the deductible is identified as a fixed dollar amount on the Declarations Page, Schedule A.
 - B. If the Deductible is expressed as a percentage on the Declarations Page, Schedule A, the deductible amount shall be determined by multiplying the percentage which applies for the covered Cause of Loss by the sum of the stated values for Covered Property under Coverage D at each Covered Location.
 - C. The Deductible for loss or damage to Covered Property under Coverage D shall be applied to the sum of the loss or damage to Covered Property at each Covered Location identified in the Statement of Values.
 - D. If Covered Property is located at two or more Covered Locations, the applicable deductible will be applied separately to such Covered Property at each Covered Location.
 - E. If the Declarations Page, Schedule A states that the Deductible is a Minimum Deductible or applied at the Policy level for a Covered Cause of Loss, the deductible shall be applied to the sum of loss or damage to all Covered Property under the Policy.
- VII. Named Storm as used herein is defined as a storm system that has been declared to be a hurricane or tropical storm by the National Hurricane Center of the National Weather Service which affects Covered Property. The duration of the Named Storm shall be from the moment a tropical storm or hurricane watch or warning is issued by the National Hurricane Center and continuing for the time period during which the tropical storm or hurricane watch or warning is in effect, ending 72 hours following the termination of the

last tropical storm or hurricane watch or warning issued by the National Hurricane Center for such storm system.

- VIII. Named Hurricane as used herein is defined as a storm system that has been declared to be a hurricane by the National Hurricane Center of the National Weather Service which affects Covered Property. The duration of the Named Hurricane shall be from the moment a hurricane watch or warning is issued by the National Hurricane Center and continuing for the time period during which the hurricane watch or warning is in effect, ending 72 hours following the termination of the last hurricane watch or warning issued by the National Hurricane Center for such storm system.

All other terms and conditions of this Policy remain.

REPLACEMENT COST ENDORSEMENT FORM 500

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

- I. **Article VIII - Valuation** is deleted and replaced with the provisions contained in this Endorsement.
- II. Valuation
 - A. We shall not pay more than the Replacement Cost (without deduction for depreciation) of the Covered Property at the time of loss. The loss or damage shall be ascertained or estimated according to such Replacement Cost value, but in no event shall such amount exceed what it would then cost to repair or replace the Covered Property with material of like kind and quality, nor the amount for which You may be liable.
 - B. We and You may agree to settle claims for loss or damage covered by this insurance on an Actual Cash Value basis instead of on a Replacement Cost basis. In the event that We and You elect to have loss or damage settled on an Actual Cash Value basis, You may, at a later date, make a claim for the coverage on the basis of this Replacement Cost Endorsement if You notify Us of Your intent to do so within 180 days after the loss or damage to the Covered Property.
 - C. We will not pay more for loss or damage to Covered Property on a Replacement Cost basis than the lesser of:
 1. Our Limit of Insurance applicable to the damaged Covered Property; or
 2. The cost to repair or replace, at the same location, the damaged Covered Property with other property:
 - a. Of comparable material and quality; and
 - b. Used for the same purpose;
 3. Or the amount You actually spend that is necessary to repair or replace the damaged Covered Property.
 - D. Notwithstanding the foregoing, in the event You elect to not repair, restore or replace the damaged Covered Property, or You do not commence the repairs, restoration or replacement of the damaged Covered Property within a reasonable period of time (which in no event shall be greater than 18 months from the date of the loss causing the damage to the Covered Property), then this Replacement Cost coverage shall not apply but rather the provisions of Article VIII of the Policy shall apply.

E. Additionally, this Replacement Cost coverage shall not apply to the following property:

1. Property of others.
2. Contents of a residence.
3. Manuscripts.
4. Works of art, antiques or rare articles, including but not limited to etchings, pictures, statuary marble, bronzes, porcelain, and bric-a-brac.
5. Stock.

The foregoing property shall be valued under Article VIII of the Policy.

All other terms and conditions of this Policy remain.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

CANCELLATION PROVISIONS ENDORSEMENT – WIND SEASON FORM 600(a)

This endorsement modifies insurance provided under the following:
NAMED PERIL COMMERCIAL PROPERTY COVERAGE FORM (NPNA 100)

I. Earned Premium

- A. Unless otherwise stipulated by law and subject to the exceptions stated in Section I.B of this Endorsement, if this Policy, including any extensions of this Policy, is in force at any time between June 1 and November 30, then Table 1 immediately below defines how premium is earned:

Table 1

<u>Percent of Expired Policy Term Current Policy Period</u>	<u>Percent of Annual Premium Earned</u>
0% to 50%	80%
51% to 57%	85%
58% to 65%	90%
66% to 73%	92.5%
74% to 82%	95%
82% to 90%	97.5%
91% to 100%	100%

- B. The sole exceptions to Table 1 immediately above are as follows:

1. If We cancel this Policy, We will refund premium pro-rated based upon the number of days remaining until the end of the Policy Period.
2. If you cancel this Policy and the Policy was not in force at any time between June 1 and November 30, then the premium refund will be equal to 90% of the pro-rata unearned premium as of the effective date of the cancellation subject to a minimum earned premium of 25% of the annual premium.

II. Article III – Cancellation Provisions – will be as stated in this Endorsement.

- A. The First Named Insured shown in the Declarations Page may cancel this Policy at any time by mailing or delivering to Us advance written notice of cancellation.

B. Cancellation

1. We may cancel this Policy by mailing or delivering to the First Named Insured written notice of cancellation at least:
 - a. 10 days before the effective date of cancellation if We cancel for nonpayment of premium; or
 - b. 30 days before the effective date of cancellation if We cancel for any other reason.
2. Unless otherwise prohibited by the laws of the state in which the majority of the Covered Property is located, We may cancel immediately if there has been:
 - a. A material misstatement or misrepresentation; or
 - b. A failure to comply with an underwriting requirement established by Us.

- C. Notice of cancellation will state the effective date of cancellation. The Policy Period will end on that date.
- D. If this Policy is cancelled, We will refund any return premium due, with such refund payment to be calculated as stated in Section I. of this Endorsement, unless otherwise stipulated by law.

E. Underwriting Period

- 1. The underwriting period for this policy is the first 120 days of the Policy Period, except:
 - a. If the majority of Covered Property is located in Connecticut or Georgia, the underwriting period is the first 60 days of the Policy Period; and,
 - b. If the majority of the Covered Property is located in Florida, the underwriting period is the first 90 days of the Policy.
- 2. During the underwriting period, We may verify the information submitted as part of the application for insurance coverage under this Policy. We may modify the terms of the Policy, including the premium charged, based on the information We obtain during the underwriting period.

F. State Changes – Cancellation

- 1. We may cancel the Policy, subject to Sections I. and II. of this endorsement, either during the underwriting period or after the underwriting period, except that:
 - a. If the majority of Covered Property is located in Connecticut and the notice of cancellation is being mailed after the underwriting period has expired, the notice period stated in Section II.B.1.b of this Endorsement is 60 days.
 - b. If the majority of Covered Property is located in Florida:
 - 1) If the notice of cancellation is being mailed during the above-stated underwriting period, the notice period stated in Section II.B.1.b. of this Endorsement is 20 days; and,
 - 2) If the notice of cancellation is being mailed after the above-stated underwriting period has expired, the notice period stated in Section II.B.1.b of this Endorsement is 45 days.
 - c. If the majority of Covered Property is located in Georgia and the notice of cancellation is being mailed after the above-stated underwriting period has expired, the notice period stated in Section II.B.1.b of this Endorsement is 45 days.

G. Nonrenewal

- 1. If We decide not to renew this Policy, We will mail or deliver to the First Named Insured written notice of nonrenewal at least 30 days prior to the expiration date of this Policy, except that:
 - a. If the majority of Covered Property is located in Florida or Georgia, We will mail or deliver written notice of nonrenewal at least 45 days prior to the expiration date of the Policy; and,
 - b. If the majority of Covered Property is located in Connecticut or South Carolina, We will mail or deliver written notice of nonrenewal at least 60 days prior to the expiration date of the Policy.

H. Conditional Renewal

A notice of conditional renewal will be mailed or delivered to the First Named Insured only if such notice is required by the laws of the state in which the majority of the Covered Property is located.

- I. Any notice of cancellation, nonrenewal, or conditional renewal will be mailed or delivered to the First Named Insured's last mailing address known to Us.
- J. If notice of cancellation, nonrenewal, or conditional renewal is mailed, proof of mailing will be sufficient proof of notice.

All other terms and conditions of this Policy remain unchanged.

MINIMUM FEES ENDORSEMENT FORM 601

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

The following **Minimum Earned Fees Provision** is added to the Policy.

Minimum Earned Fees: In the event that this Policy is terminated at any time on or after the Policy Effective Date (as defined in Article II), then there will be a minimum earned policy fee of \$900.00 and a minimum earned inspection fee of \$0.

All other terms and conditions of this Policy remain.

MINIMUM EARNED PREMIUM ENDORSEMENT 602

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

The following **Minimum Earned Premium Provision** is added to the Policy.

Minimum Earned Premium: In the event that this Policy is terminated at the request of the insured any time on or after the Policy Effective Date (as defined in Article II), a minimum earned premium of 25% of the annual premium will become payable by the insured.

All other terms and conditions of this Policy remain.

ELECTRONIC DATE RECOGNITION ENDORSEMENT FORM 603

THIS ENDORSEMENT CHANGES YOUR POLICY. PLEASE READ IT CAREFULLY.

Notwithstanding any provision to the contrary within this Policy or within any Endorsement which forms part of this Policy, this Policy does not insure any loss, damage, cost, claim or expense, whether preventative, remedial or otherwise, directly or indirectly arising out of or relating to:

- a. the calculation, comparison, differentiation, sequencing or processing of data involving the date change to the year 2000, or any other date change, including leap year calculations, by any computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not; or
- b. any change, alteration, or modification involving the date change to the year 2000, or any other date change, including leap year calculations, to any such computer system, hardware, program or software and/or any microchip, integrated circuit or similar device in computer equipment or non-computer equipment, whether the property of the insured or not.

This Endorsement applies regardless of any other cause or event that contributes concurrently or in any sequence to the loss, damage, cost, claim or expense.

The above-listed changes do not increase or decrease the Policy Limit of Insurance.

All other terms and conditions of this Policy remain the same.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

TERRORISM EXCLUSION

Notwithstanding any provision to the contrary within this policy or any endorsement attached thereto, it is agreed that this policy excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any act of terrorism regardless of any other cause or event contributing concurrently or in any other sequence to the loss.

For the purpose of this Endorsement an act of terrorism means an act, including but not limited to the use of force or violence and/or the threat thereof, of any person or group(s) of persons, whether acting alone or on behalf of or in connection with any organization(s) or government(s), committed for political, religious, ideological or similar purposes including the intention to influence any government and/or to put the public, or any section of the public, in fear.

This Endorsement also excludes loss, damage, cost or expense of whatsoever nature directly or indirectly caused by, resulting from or in connection with any action taken in controlling, preventing, suppressing or in any way relating to any act of terrorism.

If we determine that by reason of this exclusion, any loss, damage, cost or expense is not covered by this policy, the burden of proving the contrary shall be upon the Insured.

In the event any portion of this Endorsement is found to be invalid or unenforceable, the remainder shall remain in full force and effect.

(NMA2920 08/10/2001)

TRIA COVERAGE DECLINATION

This Endorsement is issued in accordance with the terms and conditions of the "U.S. Terrorism Risk Program" as provided for and created by the "U.S. Terrorism Risk Insurance Act of 2002" as amended.

It is hereby noted that we have made available coverage for "insured losses" directly or indirectly resulting from an "act of terrorism" as defined in the "U.S. Terrorism Risk Insurance Act of 2002" as amended ("TRIA") and you have declined or not confirmed to purchase this coverage.

This policy therefore affords no coverage for losses directly or indirectly resulting from any "act of terrorism" as defined in TRIA except to the extent, if any, otherwise provided by this policy.

The terms "act of terrorism" and "insured loss(es)" shall have the meanings as provided for in TRIA.

All other terms, conditions, insured coverage and exclusions of this policy, including applicable limits and deductibles, remain unchanged and apply in full force and effect to the coverage provided by this policy.

FLOOD INSURANCE NOTICE

PLEASE READ THIS NOTICE CAREFULLY.

This policy excludes any loss or damage caused by or resulting from Flood (as defined in Article XI (5) of this policy). Flood insurance may be purchased separately from a private flood insurer or the National Flood Insurance Program ("NFIP"), an entity created by the United States Federal Government.

All other terms and conditions of this policy remain.

National Fire & Marine Insurance Company

SERVICE OF SUIT (National Fire & Marine Insurance Company Only)

Service of Suit upon National Fire & Marine Insurance Company may be made upon: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944.

In addition to the foregoing, should any cause of action arise in Washington under this policy of insurance, then service of process against National Fire & Marine Insurance Company may be made in such action by service upon the Commissioner of Insurance of the State of Washington. National Fire & Marine Insurance Company further designates the following as the person to whom the Commissioner shall forward such process: Counsel, Legal Department, National Fire & Marine Insurance Company, 1314 Douglas Street, Suite 1400, Omaha, NE 68102-1944.

SIGNATURE PAGE (National Fire & Marine Insurance Company Only)

	
Secretary	President

All other terms and conditions of the policy remain unchanged.

U.S. TREASURY DEPARTMENT'S OFFICE OF FOREIGN ASSETS CONTROL ("OFAC") ADVISORY NOTICE TO POLICYHOLDERS

No coverage is provided by this Policyholder Notice nor can it be construed to replace any provisions of your policy. You should read your policy and review your Declarations page for complete information on the coverages you are provided.

This Notice provides information concerning possible impact on your insurance coverage due to directives issued by OFAC. **Please read this Notice carefully.**

The Office of Foreign Assets Control (OFAC) administers and enforces sanctions policy, based on Presidential declarations of "national emergency". OFAC has identified and listed numerous:

- Foreign agents;
- Front organizations;
- Terrorists;
- Terrorist organizations; and
- Narcotics traffickers;

as "Specially Designated Nationals and Blocked Persons". This list can be located on the United States Treasury's web site – <http://www.treas.gov/ofac>.

In accordance with OFAC regulations, if it is determined that you or any other insured, or any person or entity claiming the benefits of this insurance has violated U.S. sanctions law or is a Specially Designated National and Blocked Person, as identified by OFAC, this insurance will be considered a blocked or frozen contract and all provisions of this insurance are immediately subject to OFAC. When an insurance policy is considered to be such a blocked or frozen contract, no payments nor premium refunds may be made without authorization from OFAC. Other limitations on the premiums and payments also apply.



City Council Agenda Item #[4.D]

Title: Consideration and possible action approving Ordinance No. 2025-2738 amending the Code of Ordinances to Adopt the 2021-2020 Editions of the International Codes.

Date: May 19, 2025

From: Patti Foster, Building and Code Supervisor

Staff Recommendation: Approve

Item Summary: Adoption the 2021 Building Code Years and 2020 NEC Code Years

Background Information: The City of Freeport is more than three code years behind. We are looking to adopt from the 2014-2015 code years to the 2020-2021. Some of the reasons for the adoption of the new code years is that it gives the City better ISO Ratings, it helps contractors, because the new codes have updated material list and operational requirements, and has the updated fire codes and standards.

Special Considerations: N/A

Financial Impact: Education which is already allocated in the budget. Updating our code books included in the budget.

Board or 3rd Party Recommendation: To approve

Supporting Documentation:

1. Adopting the 2021 International Property Maintenance Code
2. Significant code changes for Fire Code Adoption
3. Letter to Major and City Council with overview code changes

ORDINANCE NO. 2025-2738

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING THE CODE OF ORDINANCES OF SAID CITY TO ADOPT THE 2021 EDITIONS OF THE INTERNATIONAL BUILDING CODE, INTERNATIONAL RESIDENTIAL CODE, INTERNATIONAL MECHANICAL CODE, INTERNATIONAL EXISTING BUILDING CODE, INTERNATIONAL PROPERTY MAINTENANCE CODE, INTERNATIONAL PLUMBING CODE, INTERNATIONAL FUEL GAS CODE, INTERNATIONAL ENERGY CONSERVATION CODE, THE INTERNATIONAL SWIMMING POOL AND SPA CODE, THE 2020 EDITION OF THE INTERNATIONAL ELECTRIC CODE, ALSO KNOWN AS THE NATIONAL ELECTRIC CODE, THE 2021 EDITION OF THE INTERNATIONAL FIRE CODE, AND THE 2021 EDITION OF THE NFPA 101 LIFE SAFETY CODE, TOGETHER WITH THE APPENDICES THERETO AND ANY AMENDMENTS TO ANY OF SUCH CODES; ADOPTING LOCAL AMENDMENT THERETO. PROVIDING THAT ANY PERSON VIOLATING ANY OF SAID CODES, AS AMENDED BY THIS ORDINANCE, SHALL BE GUILTY OF A MISDEMEANOR AND ASSESSED A FINE IN ACCORDANCE WITH THE PROVISIONS OF SECTION 1-16 OF SAID CODE OF ORDINANCE; PROVIDING THAT EACH DAY ANY SUCH VIOLATION OCCURS AND EACH PART OF ANY DAY ANY SUCH VIOLATION SHALL CONTINUE SHALL CONSTITUTE A SEPARATE OFFENSE; PROVIDING A SEVERABILITY CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER THIS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, the City of Freeport , Texas (“the City”), is a “Home Rule City” and a “home Rule Municipality” lying and situated in Brazoria County, Texas, as described in and defined by Section 5, article XI of the Constitution of Texas and section 1.005 of the Local Government Code, respectively; and,

WHEREAS, Chapter 214 of the Local Government Code of Texas and Sections 2.01, 2.02 and Item (u) of Section 3.07 of the Home Rule Charter of the this authorizes the City Council of the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, THE City Council of the City has determined and does here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of the City.

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

First, Section 14-84(a) of the Code of Ordinances of the City is hereby amended to substitute “International Fire Code, 2021 Edition” for the “International Fire Code, 2015 Edition,” and at all places in which the latter appears in said City Code are hereby adopted.

Second, Section 14-84 of the Code or Ordinances of the City is hereby amended by renumbering Section 14-84(b) to now read as Section 14-84(c), and by adding a new Subsection (b) to Section 14-84 to read as follows:

“(b) The NFPA 101 Life Safety Code, 2021 Edition, together with the appendices, and all amendments thereto, are hereby adopted and shall apply to all repairs, alterations, renovations and maintenance of commercial buildings and appurtenances thereto. A copy of said code shall be maintained in the office of the City Secretary.”

Third, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Building Code, 2021 Edition” for the “International Building Code, 2015 Edition,” and at all places in which the latter appears in said City Code are hereby adopted.

Fourth, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Residential Code, 2021 Edition” for the “International Residential Code, 2015 Edition,” and at all places in which the latter appears in said City Code are hereby adopted.

Fifth, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Existing Building Code, 2021 Edition” for the “International Existing Building Code, 2015,” and at all places in which the latter appears in said City Code are hereby adopted.

Sixth, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Property Maintenance Code, 2021 Edition” for the “International Property Maintenance Code, 2015 Edition,” and at all places in which the latter appears in said City Code are hereby adopted.

Seventh, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Plumbing Code, 2021 Edition” for the “International Plumbing Code, 2015 Edition,” and at all places in which the latter appears in said City Code are hereby adopted.

Eighth, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Fuel Gas Code, 2021 Edition” for the “International Gas Code 2015 Edition,” and at all place in which the latter appears in said City Code are hereby adopted.

Ninth, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Mechanical Code, 2021 Edition” for “International Mechanical Code, 2015 Edition,” and at all place in which the latter appears in said City Code are hereby adopted.

Tenth, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Swimming Pool and Spa Code, 2021 Edition” for the “International Swimming Pool and Spa Code, 2015 Edition,” and at all places in which the latter appears in said City Code are hereby adopted.

Eleventh, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “International Energy Conservation Code, 2021 Edition” for “International Energy Conservation Code, 2015 Edition,” and at all places in which the latter appears in said City Code are hereby adopted.

Twelfth, Section 6-24 of the Code of Ordinances of the City is hereby amended to substitute “NPFA 70 National Electrical Code, 2020 Edition” for “NPFA 70 National Electrical Code, 2014 Edition,” and at all places in which the latter appears in said City Code are hereby adopted.

Thirteenth, any person violating the Code of Ordinances of the City, as amended by this ordinance, shall be guilty of a misdemeanor and upon conviction therefore assessed a fine as prescribed in Section 1-16 of said Code; and each day such violation occurs and each part of any day any such violation continues shall constitute a separate offense.

Fourteenth, 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.

Fifteenth, this Ordinance shall take effect and be in force from and after its descriptive caption has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED THIS _____ day of _____ 2025.

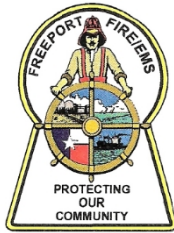
Jerry Cain, Mayor

ATTEST:

Clarisa Fernandez, City Secretary

APPROVED AS TO FORM ONLY:

David W. Olson, Interim City Attorney



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief

Jason Shafer
Deputy Chief
Fire Marshal

To: Mayor and City Council
From: Jason Shafer, Deputy Chief / Fire Marshal
Subject: Significant Changes to the Fire Code for Adoption

In order to maintain a safe and resilient community with respect to fire/life safety and evolving building design practices, it is imperative that the City adopt updated model codes. These updates reflect advancements in materials, technologies, and design strategies that directly impact public safety.

A review of significant changes between the 2015 and 2021 editions of the International Fire Code (IFC) has been completed. The following summary highlights key updates expected to have the greatest impact within our jurisdiction:

- **Owner Responsibilities for Fire-Rated Construction:**
New requirements for the inspection, maintenance, and repair of penetrations and spray-applied fire-resistive materials.
- **Electrical Energy Storage Systems (ESS):**
Enhanced provisions addressing the growing use of lithium-ion batteries, including storage, charging stations, and associated fire hazards.
- **Emergency Drill Procedures:**
Updates now include protocols for lockdown scenarios, enhancing preparedness for a wider range of emergencies.
- **Security Locking Arrangements for Educational and Business Facilities:**
Revised guidance for intruder-resistant locking hardware, particularly in classrooms and office environments.
- **Changes to NFPA 13R Sprinkler System Requirements:**
Affects new construction of certain occupancies such as hotels, motels, and apartments—requiring sprinkler coverage in open corridors.
- **Portable Fire Extinguisher Requirements:**
Allows extinguishers on motorized equipment (e.g., forklifts) to count toward overall facility requirements.
- **Carbon Monoxide Alarm Installation:**
Expands CO alarm requirements in Group E (Educational), Group R (Residential), and Group I (Institutional) occupancies.
- **Mobile Food Units:**
Consolidated and comprehensive requirements related to fire suppression, ventilation, and cooking gas storage, now included in a single section of the code.



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

*131 East 4th Street
Freeport, Texas 77541
Phone (979) 233-2111
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Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief

Jason Shafer
Deputy Chief
Fire Marshal

While this list is not exhaustive, it outlines several impactful updates that are critical to maintaining a safe, code-compliant community. The continued adoption of current codes ensures we remain aligned with national safety standards and best practices.

Thank you for your time and consideration of this important matter. Your support is vital to our shared mission of protecting lives and property within our city.

Respectfully,
Jason Shafer
Deputy Chief / Fire Marshal



Jerry Cain
Mayor

Lance Petty
City Manager

To: Mayor and City Council

From: Patti Foster-Interim Building Official

Subject: Significant Changes to the Building Code, Electrical Code, Plumbing Code, International Residential Code, Mechanical Code, Fuel Gas Code, Energy Conservation Code, the International Property Maintenance Code, Swimming Pool and Spa Code and Fire Code.

The City of Freeport is more than three code years behind. We are looking to adopt from the 2014-2015 code years to the 2020-2021. If we adopt the new code years it will give the City of Freeport better ISO Ratings, specifically within the Building Code Effectiveness Grading Schedule (BCEGS), are contingent on building code years because newer, more updated code reflect advancement in construction techniques, technologies, and our understanding of mitigation natural disaster. Adopting and enforcing newer codes demonstrates a greater commitment to public safety and can lead to better building performance, reducing losses from events like fires and natural disasters according to ISO. The State of Texas has adopted the 2021 code years in 2024.

I have enclosed the overview changes for each code.

Thank you for your time and consideration of this important matter. Your support is vital to our shared mission of protecting lives and property within our city.

Respectfully,

Patti Foster

Interim Building Official



2020 National Electrical Code Overview of Changes

The National Electrical Code (NEC) is published by the National Fire Protection Association and updated every three years by issuing a new edition. The City of College Station is currently operating under the 2017 Edition of the NEC.

The 2020 NEC contains several changes, most of which are designed to provide clarity for existing code provisions. However, there are some new provisions and changes included in the 2020 NEC.

New in the 2020 Edition

- **210.8(A) Dwelling Units** now requires ground-fault circuit-interrupter (GFCI) protection for up to 250-volt receptacles in the areas previously identified as requiring GFCI protection for 125-volt receptacles.
- **210.8(A)(11) Indoor damp and wet locations.** GFCI protection is now required for indoor damp and wet locations not included in the other specific locations requiring protection.
- **210.52(C)(2) Island and peninsular countertops and work surfaces** is modified to determine that the number of required receptacle outlets is based off the area of countertop surface. (*One receptacle outlet for the first 9 sq. ft., or fraction thereof. One receptacle outlet for each additional 18 sq. ft., or fraction thereof.*)
- **230.67 Surge protection** is added requiring all services supplying one- and two-family dwelling units to be provided with a surge-protection device at the service panel. This section will also be applicable when the service equipment is replaced.
- **230.85 Emergency disconnects** is added to require all one- and two-family dwellings to have an emergency disconnect in a readily accessible outdoor location.

2021 International Plumbing Code Overview of Changes

The 2021 *International Plumbing Code* (IPC) contains many changes that provide clarity of content and resolve common interpretation problems. The scope of the 2021 IPC continues to encompass the initial design of the plumbing system, the installation and construction of plumbing systems, and the maintenance of operating systems. All plumbing systems which are provided for utilization by and for the general safety and well-being of the occupants of a building are intended to be governed by the code. Plumbing installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

New in the 2021 Edition

- **202 Public or Public Utilization.** The definitions of “public” and “private” are simplified to make a clearer distinction as to which plumbing fixtures are intended to be configured for public use.
- **403.1.1 Fixture calculations.** The minimum fixture quantities for multiple-user toilet facilities designed to serve all genders must be calculated 100 percent based on total occupant load.
- **403.2 Separate facilities.** Designs for multiple-user facilities serving both sexes are possible.
- **407.2 Bathtub waste outlets and overflows.** Bathtubs are no longer required to have an overflow outlet.
- **606.1 Location of full-open valves.** Multiple tenant buildings must have a main water shutoff valve for each tenant space.
- **708.1.6 Cleanout equivalent.** Removable traps and removable fixtures with integral traps are acceptable as equivalent to cleanouts.

2021 International Residential Code Overview of Changes

The *International Residential Code* (IRC) is a standalone code that regulates the construction of detached one-and-two family dwellings and townhouses not more than three stories in height. There have been significant changes made to the IRC since the initial 2000 edition. This overview is intended to highlight the significant changes contained in the 2021 IRC.

New In the 2021 Edition

- **301.2(2) Ultimate Design Wind Speed** has been aligned with IBC and ASCE 7 maps. Structures in Brazos County should be designed for 115 mph.
- **302.5.1 Opening Protection** has been clarified to state that doors separating the garage and dwelling must be self-latching, as well as self-closing.
- **310.1.1 Operational constraints and opening control devices** clarifies that window opening control devices and fall prevention devices, complying with ASTM 2090, shall be allowed on emergency escape and rescue windows. The height of the mechanism is restricted to not more than 70" above the finished floor.
- **311.7 Stairways** clarifies that stairways not within or attached to a building, porch, or deck are not regulated by this section. *(Example: A stairway in the yard leading to a firepit area would not have to meet the riser height, tread depth, handrail, etc., requirements that a stairway inside of the house must meet.)*
- **314.3 Location** is modified with a new location requirement for smoke alarms to address areas with high ceilings adjacent to hallways serving bedrooms. *(In the hallway and in the room open to the hallway, where the ceiling height of a room open to a hallway serving bedrooms exceeds that of the hallway by 24" or more.)*
- **315.2.2 Alterations, repairs and additions** is modified to require that carbon monoxide alarms be installed when there are repairs to, or replacement of, fuel fired mechanical systems.
- **323.1.1 Sealed Documents.** This is a newly added section requiring storm shelter construction documents be prepared and sealed by a registered design professional. There is an exception to this for systems that are listed and labeled to indicate compliance with ICC-500.
- **326 Habitable Attics** is modified to limit the area of a habitable attic to not greater than one-third of the floor area of the story below. The allowable area is allowed to be increased to not greater than one-half of the floor area of the story below when located within a dwelling unit equipped with a fire sprinkler system.
- **609.4.1 Garage door labeling** has been added to require that all garage doors have a permanent label provided by the manufacturer. The label shall identify the door manufacturer, the model/series number, the wind pressure rating, the installation instruction drawing reference number, and the applicable test standard.
- **N1101.14 (R401.3) Certificate** is modified by requiring additional information related to the building thermal envelope, solar energy, Energy Rating Index, and the code edition be added to the energy certificate.
- **Table N1102.1.3 (R402.1.3) Minimum R-Values and Fenestration Requirements** is modified by increasing the Ceiling R-Value requirements from R38 to R49.

- **N1104.3 (R404.3) Exterior lighting controls** have been added to require automatic shutoff of all permanently installed exterior lighting fixtures, where the total permanently installed exterior lighting power is greater than 30 watts.
- **G2415.5 Fittings in concealed locations.** Plugs and caps have been added to the list of threaded fittings approved for concealed locations.
- **G2447.2 Prohibited location** has been modified by deleting the exception allowing a commercial cooking appliance in a dwelling unit when the installation is designed by an engineer, the appliance must now also be listed as a domestic cooking appliance.
- **P2905.3 Hot water supply to fixtures** was added. The developed length of hot water piping, from the source of hot water to the fixtures that require hot water, shall not exceed 100'. Water heaters and recirculating system piping shall be considered sources of hot water.
- **E3601.8 Emergency disconnects (230.85)** is added to require all one- and two-family dwellings to have an emergency disconnect in a readily accessible outdoor location.
- **E3606.5 Surge protection (230.67)** is added requiring all services supplying one- and two-family dwelling units to be provided with a surge-protection device at the service panel. This section will also be applicable when the service equipment is replaced.
- **E3901.4.2 [210.52(C)(2)] Island and peninsular countertops and work surfaces** is modified to determine that the number of required receptacle outlets is based off the area of countertop surface. *(One receptacle outlet for the first 9 sq. ft., or fraction thereof. One receptacle outlet for each additional 18 sq. ft., or fraction thereof.)*

2021 International Mechanical Code Overview of Changes

The latest code change cycle resolved common interpretation problems and provided clarity of content to the 2021 *International Mechanical Code* (IMC). The code was also changed to reflect current design, construction and inspection methods. In order to keep the IMC up to date on new technology, requirements to assist designers, installers and inspectors as the demand for new energy sources increase.

The 2021 IMC is primarily intended to be a commercial code. Therefore, mechanical installations associated with one-and-two family dwellings are regulated by the *International Residential Code*.

New in the 2021 Edition:

- **401.4 Intake opening location.** A new type of factory-built combination exhaust and intake air fitting is introduced that does not require separation between the two openings.
- **502.20 Manicure and pedicure stations.** The code now requires the continuous operation of nail salon exhaust systems during business hours.
- **504.4.1 Termination location.** New text was added to address the possibility of dryer exhaust air being reintroduced into a building interior.
- **506.3.7 Prevention of grease accumulation in grease ducts.** A new exception exempts factory-built grease ducts from the duct slope prescriptions of the code, relying instead on the slope requirements stated in the product listing and manufacturer's installation instructions.
- **602.2.1.8 Pipe and duct insulation within plenums.** This revision addresses the practice of using pipe insulation materials to protect piping that does not meet the required fire performance requirements.
- **1105.9 Means of egress.** Revised egress requirements for machinery rooms from the IBC were added to the IMC to prevent such requirements from being overlooked.

2021 International Fuel Gas Code Overview of Changes

The *2021 International Fuel Gas Code* (IFGC) consolidates all code changes from the fuel gas related installations into one convenient document. It is a compilation of fuel gas related text from the International Mechanical Code, the International Plumbing Code, and the National Fuel Gas Code. The code is designed to complement the family of International Codes, including the International Mechanical Code, the International Plumbing Code, the International Fire Code, and the International Building Code.

The IFGC regulates fuel gas distribution piping systems, gas-fired appliance installation and gas-fired appliance venting systems for structures other than one-and-two family dwellings. Fuel gas installations associated with one-and-two family dwellings are regulated by the International Residential Code.

New in the 2021 Edition:

- **307.2 Fuel-burning appliances.** The termination of concealed condensate piping shall be marked to indicate whether the piping is connected to the primary drain or the secondary drain.
- **403.8.3 Threaded joint sealing.** the text was revised to require the use of thread joint sealants (aka, joint compounds, pipe dope, pipe tape). In the past, the code addressed pipe thread sealants but never required them to be used.
- **404.5 Fittings in concealed locations.** Plugs and caps have been added to the list of fittings approved for installation in concealed spaces.
- **618.6 Furnace plenums and air ducts.** New text clarifies the intent to prohibit pulling return air from the mechanical room.

2021 International Energy Conservation Code Overview of Changes

The International Energy Conservation Code (IECC) establishes regulations for the design of energy-efficient residential and commercial buildings and structures, as well as portions of factory and industrial occupancies designed for human comfort.

The State of Texas is divided into climate zones which are used in determining applicable requirements for residential and commercial energy efficiency. Insulation, window and skylight requirements for the thermal envelope for both residential and commercial buildings are based on the climate zones. The performance criteria for compliance with residential energy efficiency requirements using simulated energy analysis are also addressed.

New in the 2021 Edition

- **R402.1.3 Insulation Minimum R-Values.** Is modified by increasing the ceiling R-value from R38 to R49.
- **R402.4.6 Electrical and communication outlet boxes (air-sealed).** Is a newly added section that requires all electrical and communication outlet boxes installed in the building thermal envelope to be sealed, tested, and marked for compliance with NEMA OS 4.
- **R404.2 Interior lighting controls.** Is a newly added section requiring all permanently installed interior lighting fixtures to be controlled with a dimmer, an occupant sensor control, or another control that is installed or built into the fixture. Bathrooms, hallways, exterior lighting, and lighting designed for safety or security are exempt from this section.
- **R404.3 Exterior lighting controls.** Is a newly added section requiring automatic shutoff of all permanently installed exterior lighting fixtures, where the total permanently installed exterior lighting power is greater than 30 watts.

2021 International Property Maintenance Code

Overview of Changes

The 2021 *International Property Maintenance Code* (IPMC) continues to emphasize protection of health, safety and welfare while providing code requirements that are enforceable in the diverse types of buildings that exist. Providing a safe means of egress, preventing hazardous structural conditions and reducing health hazards by providing a clean, sanitary environment are the key components of the code.

The IPMC applies to all existing structures, including residential and nonresidential property and addresses the following areas:

- Administration, enforcement and penalties associated with the code
- Determination and assignment of responsibility for code compliance among the owner, operator and occupant of a property
- Minimum property maintenance conditions for existing structures and premises in regard to structural safety, sanitation, health and comfort
- Regulating the use of existing dwelling through the establishment of occupancy limitations
- Maintenance of means of egress and fire safety, with appropriate references to the *International Fire Code*

The 2021 International Swimming Pool and Spa Code (ISPSC) includes several significant updates and clarifications. Here are the key changes:

- **Clarification on Sensory Deprivation Therapy:** Flotation tank systems for sensory deprivation therapy are no longer within the scope of the ISPSC.
- **Hot Water Storage Tanks:** New requirements have been added to ensure that hot water storage tanks are listed and labeled to a standard.
- **Solar Thermal Water Heating Systems:** New sections have been introduced to cover the installation of solar thermal water heating systems.
- **Construction Site Fencing:** New requirements have been added for construction fencing around the construction site for in-ground pools and spas.
- **Equipment Room Requirements:** New sections have been added to detail requirements for equipment rooms in public pools, spas, and aquatic recreation facilities.
- **Chemical Storage:** New sections have been added to cover chemical storage requirements in aquatic facilities. These updates aim to enhance safety and compliance with current standards in the swimming pool and spa industry. 2 4 6



City Council Agenda Item #[4.E]

Title: Consideration and possible action for approving the purchase of 2- Zero Turn Mowers.

Date: May 19, 2025

From: Rudy Ragle, Public Works Director

Staff Recommendation: Staff recommends the purchase of 2 zero-turn mowers from King Ranch Turf Grass.

Item Summary: 2- Zero turn mowers are in the budget for purchase. The total is \$25,832.04

Background Information: When the budget was approved, Public Works asked for 2- zero turn mowers. Public Works went with King Ranch because they are a buy board vendor, and already provide service for the city.

Special Considerations: N/A

Financial Impact: This item was budgeted for FY:2024-2025 for \$36,000. Total for 2-Zero Turn Mowers is \$25,832.04.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Z960M mower quote

Customer:

Quotes are valid for 30 days from the creation date or upon contract expiration, whichever occurs first.

A Purchase Order (PO) or Letter of Intent (LOI) including the below information is required to proceed with this sale. The PO or LOI will be returned if information is missing.

Vendor: Deere & Company

- ☐ 2000 John Deere Run
Cary, NC 27513

- ☐ Signature on all LOIs and POs with a signature line

- ☐ Contract name or number; or JD Quote ID

- ☐ Sold to street address

- ☐ Ship to street address (no PO box)

- ☐ Bill to contact name and phone number

- ☐ Bill to address

- ☐ Bill to email address (required to send the invoice and/or to obtain the tax exemption certificate)

- ☐ Membership number if required by the contract

For any questions, please contact:

Boyd Timothy

King Ranch Ag & Turf
17000 Highway 288b
Angleton, TX 77515

Tel: 979-849-2325

Fax: 979-849-7036

Email: tboyd@king-ranch.com

Quotes of equipment offered through contracts between Deere & Company, its divisions and subsidiaries (collectively "Deere") and government agencies are subject to audit and access by Deere's Strategic Accounts Business Division to ensure compliance with the terms and conditions of the contracts.

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

King Ranch Ag & Turf
17000 Highway 288b
Angleton, TX 77515
979-849-2325
angleton@king-ranch.com

Quote Summary

Prepared For:

CITY OF FREEPORT
PO BOX 3201
FREEPORT, TX 77542
Business: 979-233-4281

Delivering Dealer:

King Ranch Ag & Turf
Boyd Timothy
17000 Highway 288b
Angleton, TX 77515
Phone: 979-849-2325
tboyd@king-ranch.com

All used inventory is sold as is, with no warranty, unless the equipment is still in factory warranty, or extended warranty is purchased.

Quote ID: 32802065
Created On: 08 May 2025
Last Modified On: 08 May 2025
Expiration Date: 30 June 2025

Equipment Summary	Suggested List	Selling Price	Qty	Extended
2024 JOHN DEERE Z960M ZTrak - 1TC960MDHRS140192 Contract: TX BuyBoard Grounds Mtns Equip, Irrigation 706-23 (PG 67 CG 70) Price Effective Date:	\$ 16,559.00	\$ 12,916.02 X	1 =	\$ 12,916.02
2024 JOHN DEERE Z960M ZTrak - 1TC960MDERS140193 Contract: TX BuyBoard Grounds Mtns Equip, Irrigation 706-23 (PG 67 CG 70) Price Effective Date:	\$ 16,559.00	\$ 12,916.02 X	1 =	\$ 12,916.02
Equipment Total				\$ 25,832.04

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 25,832.04
Trade In	
SubTotal	\$ 25,832.04
Est. Service Agreement Tax	\$ 0.00
Total	\$ 25,832.04
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 25,832.04

Salesperson : X _____

Accepted By : X _____



JOHN DEERE

**ALL PURCHASE ORDERS MUST BE MADE OUT
TO (VENDOR):**

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

**ALL PURCHASE ORDERS MUST BE SENT
TO DELIVERING DEALER:**

King Ranch Ag & Turf
17000 Highway 288b
Angleton, TX 77515
979-849-2325
angleton@king-ranch.com

Salesperson : X _____

Accepted By : X _____

Selling Equipment

Quote Id: 32802065 **Customer Name:** CITY OF FREEPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

King Ranch Ag & Turf
17000 Highway 288b
Angleton, TX 77515
979-849-2325
angleton@king-ranch.com

2024 JOHN DEERE Z960M ZTrak - 1TC960MDHRS140192

Hours: 0

Suggested List *

Stock Number: 59999

\$ 16,559.00

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
706-23 (PG 67 CG 70)

Selling Price *

\$ 12,916.02

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2234TC	JOHN DEERE Z960M GAS MIDZ MOWER 2234TC	1	\$ 15,809.00	22.00	\$ 3,477.98	\$ 12,331.02	\$ 12,331.02
Standard Options - Per Unit							
001A	COUNTRY CODES - US/ CANADA	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1037	72" PNEUMATIC TIRE	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1506	72" DECK	1	\$ 750.00	22.00	\$ 165.00	\$ 585.00	\$ 585.00
2091	DELUXE HIGH BACK SEAT	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 750.00		\$ 165.00	\$ 585.00	\$ 585.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price						\$ 12,916.02	
Total Selling Price			\$ 16,559.00		\$ 3,642.98	\$ 12,916.02	\$ 12,916.02

2024 JOHN DEERE Z960M ZTrak - 1TC960MDERS140193

Hours: 0

Suggested List *

Stock Number: 59998

\$ 16,559.00

Contract: TX BuyBoard Grounds Mtnc Equip, Irrigation
706-23 (PG 67 CG 70)

Selling Price *

\$ 12,916.02

* Price per item - includes Fees and Non-contract items

Code	Description	Qty	List Price	Discount%	Discount Amount	Contract Price	Extended Contract Price
2234TC	JOHN DEERE Z960M GAS MIDZ MOWER 2234TC	1	\$ 15,809.00	22.00	\$ 3,477.98	\$ 12,331.02	\$ 12,331.02



JOHN DEERE

Selling Equipment

Quote Id: 32802065

Customer Name: CITY OF FREEPORT

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
2000 John Deere Run
Cary, NC 27513
FED ID: 36-2382580
UEID: FNSWEDARMK53

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

King Ranch Ag & Turf
17000 Highway 288b
Angleton, TX 77515
979-849-2325
angleton@king-ranch.com

Standard Options - Per Unit							
001A	COUNTRY CODES - US/ CANADA	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1037	72" PNEUMATIC TIRE	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
1506	72" DECK	1	\$ 750.00	22.00	\$ 165.00	\$ 585.00	\$ 585.00
2091	DELUXE HIGH BACK SEAT	1	\$ 0.00	22.00	\$ 0.00	\$ 0.00	\$ 0.00
Standard Options Total			\$ 750.00		\$ 165.00	\$ 585.00	\$ 585.00
Value Added Services Total			\$ 0.00			\$ 0.00	\$ 0.00
Suggested Price							\$ 12,916.02
Total Selling Price			\$ 16,559.00		\$ 3,642.98	\$ 12,916.02	\$ 12,916.02



Human Resources Monthly Report

Date: May 1, 2025

HR TEAM: Donna Fisher/Genesis Martinez

HR Services Team Priorities and Results for April 2025:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - **Michael Johnson – Maintenance Technician I – Public Works (Streets)**
 - **Wesley Coe – Groundskeeper – Golf Course**
 - **Micaela Molina de Ruiz – Part-time Crossing Guard – Police Department**
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had one (1) employee terminations for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had four (4) employee separations in April. Three from the Police Department and one from the Water Department.
 - **Internal Transfers/Promotions:**
 - Cory Brinkman named Interim Police Chief
 - Patti Foster promoted from Rental Inspector to Interim Building Official.
 - Craig Graham promoted from Sergeant to Lieutenant in the Police Department
 - Brittany Lashlee promoted from Dispatcher to Records Clerk in the Police Department
 - Jared Miller promoted from Patrol Officer to Corporal in the Police Department
 - Joanna Rodriguez promoted from Customer Service Clerk to Water Billing Clerk in the Water Department
 - Kalena Solorio transferred from Jailer to Dispatcher in the Police Department
 - Joaquin Torres promoted from Corporal to Sergeant in the Police Department
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Firefighter/EMT – Full and Part Time
 - Building Maintenance Lead Technician
 - Recreation Attendant – Recreation Center
 - Patrol Officer
 - Main Street Coordinator
 - Telecommunications Officer (Dispatcher) – Police Department
 - Lifeguards – Recreation Center
 - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.

- **Risk Management and Insurance Updates:**

- **Unemployment Claims:** We had one (1) unemployment appeals during the month of April. The claimant did not show up for the hearing. The City will not be charged for this claim
- **Workers Compensation Claims:** We had ten (10) active Workers Comp. claims in April.
- **Family & Medical Leave Cases (FMLA)-** We had two (2) active FMLA cases in April.
- **Training/Development:** Assigned Sexual Harassment and Ethics training to new hires. Assigned supervisor trainings to new supervisors. Participated in harassment training at the Fire Department conducted by Eileen Begle with Olson & Olson
- **Benefits and Payroll:** Completed implementation with ApplicantPro for onboarding/E-verify. Participated in kick-off budget meeting. Filed quarterly unemployment report. Prepared quarterly 941 report for Finance.
- **Recruiting:** Please see attached sheet for Applicant Stats for month of April

Priorities for May:

- **Training/Development** – Follow up on assigned trainings. Ms. Fisher and Ms. Martinez will attend the Texas Municipal Human Resources Association (TMHRA) conference in San Antonio.
- **Benefits and Payroll:** Review bids for Salary Survey

Monthly Golf Course Report April 2025

April was another very solid month for the golf course. We set another record month for any given April revenue wise. We ended the month at \$113,471.00 and a total revenue of \$629,610.00 for the fiscal year.

Some of the key drivers for the success this month was the continuing growth in our membership. We are currently over 250 members and brought in over \$22,000 this month in membership revenue.

Another big help is our merchandise which is \$30,000 over our goal for the first seven months. The additional 5 golf carts have helped as well and we are forecasting over 31,000 rounds of golf this fiscal year.

Areas of concern are still the same issues with the proshop as mentioned in previous reports.

As we move into the last 5 months of the fiscal year, we are well ahead of our revenue goal for the year and with the cooperation from Mother Nature as we get closer to hurricane season, we could definitely see the course bring in a revenue of \$1 million dollars this year.

I have attached more detailed numbers of our overall business.

Thank you.

Brian

Month of April 2025 Applicant Stats

Opened Jobs – 0

Closed Job – 2

New Applicants – 49

Interviewed – 3

Hired – 0

 External – 0

 Internal – 0

Views vs. Starts – 8.4%

Starts vs Completes – 62.3%

Application Source

 Indeed – 174

 Paper application – 12

 Other – 11

 City of Freeport website – 20

 Facebook – 9

Qualified Applicants Source

 ZipRecruiter – 1 (100%)

 Google – 5 (100%)

 Employee Referral – 8 (100%)

 Workplace Diversity Network – 1 (100%)

 Obra – 1 (100%)

Total Applicants per Job

 Customer Service Clerk – 102

 Pro Shop Clerk – 24

 Property/Evidence Custodian and Records Clerk – 26

 Groundskeeper – 23

 Firefighter/EMT – 18

Qualified Applicants per Job

 Customer Service Clerk – 91

 Pro Shop Clerk – 21

 Property/Evidence Custodian and Records Clerk – 25

 Firefighter/EMT – 14

 Groundskeeper - 16

Golf Course Goals vs Actuals 2024-2025

Goal

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	21,000	19,000	16,000	11,000	12,000	30,000	33,000	30,000	28,000	25,000	25,000	25,000	275,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	10,000	8,000	8,000	7,000	6,000	11,000	11,500	11,500	12,500	11,500	11,500	11,500	120,000
Merchandise	13,000	10,000	10,000	9,000	9,000	18,000	19,000	20,000	20,000	17,000	15,000	15,000	175,000
Prep Food	800	700	500	500	500	1,300	1,400	1,500	1,500	1,100	1,100	2,100	13,000
Beer Sales	7,000	6,000	6,000	6,000	5,000	9,000	9,000	9,000	9,000	8,000	8,000	8,000	90,000
Drinks/Chips	3,500	2,500	1,500	1,500	1,500	3,500	4,000	4,000	4,000	4,000	3,000	3,000	36,000
Memberships	12,000	10,000	12,000	9,000	10,000	12,500	12,500	12,500	12,500	12,500	12,500	12,000	140,000
Total	\$67,300	\$56,200	\$54,000	\$44,000	\$44,000	\$85,300	\$90,400	\$88,500	\$87,500	\$79,100	\$76,100	\$76,600	\$849,000

Actual

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	\$30,663.00	\$22,149.00	\$26,145.00	\$15,878.00	\$22,848.00	\$36,818.00	\$31,218.59						185719.59
Rec(taxable)	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00						0.00
Golf Cart	\$12,911.00	\$11,983.00	\$13,842.00	\$7,477.00	\$11,230.00	\$19,750.00	\$17,673.66						94866.66
Merchandise	\$16,038.00	\$18,756.00	\$17,371.00	\$12,566.00	\$13,159.00	\$23,151.00	\$23,556.55						124597.55
Prep Food	\$1,215.00	\$1,330.00	\$1,879.00	\$585.00	\$2,268.00	\$5,891.00	\$2,173.96						15341.96
Beer Sales	\$8,718.00	\$7,742.00	\$6,760.00	\$3,275.00	\$6,112.00	\$10,867.00	\$11,631.19						55105.19
Drinks/Chips	\$4,067.00	\$3,555.00	\$3,693.00	\$1,803.00	\$2,933.00	\$7,764.00	\$5,060.15						28875.15
Memberships	\$19,005.00	\$15,852.00	\$17,387.00	\$13,575.00	\$18,138.00	\$18,990.00	\$22,156.81						125103.81
Total	\$92,617	\$81,367	\$87,077	\$55,159	\$76,688	\$123,231	\$113,471	\$0	\$0	\$0	\$0	\$0	\$629,610

Over/Under	\$25,317	\$25,167	\$33,077	\$11,159	\$32,688	\$37,931	\$23,071						\$188,410
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Rounds of Golf

Month	Fy2022-2023	Fy2023-2024	Fy2024-2025
OCT	2692	2363	2798
NOV	1153	2109	2557
DEC	2028	2348	2749
JAN	2125	1182	1627
FEB	2176	2241	2539
MAR	2961	3444	3881
APR	2740	3285	3680
MAY	2776	3461	
JUN	3094	3378	
JUL	3393	806	
AUG	2811	3266	
SEP	2897	2883	

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Memberships

Month	FY2022-2023	FY2023-2024	FY2024-2025
OCT	194	188	198
NOV	184	186	202
DEC	186	189	210
JAN	174	187	210
FEB	178	198	234
MAR	195	201	251
APR	192	203	253
MAY	196	211	
JUN	186	213	
JUL	162	201	
AUG	183	194	
SEP	187	205	

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Revune for the fiscal years

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023	2023-224	2024-2025
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	76,592.04	\$ 74,167.03	\$ 92,617.00
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	\$ 33,383.62	\$ 63,177.89	\$ 81,367.00
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48	\$ 62,544.32	\$ 53,930.64	\$ 74,575.41	\$ 87,077.00
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	\$ 61,756.57	\$ 36,937.26	\$ 55,071.00
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	\$ 49,126.05	\$ 62,570.03	\$ 59,528.92	\$ 76,688.00
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	\$ 91,891.25	\$ 111,901.00	\$ 123,147.00
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	\$ 93,909.09	\$110,981.80	\$113,470.91
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	\$ 86,160.00	\$ 103,122.90	
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	\$ 80,131.95	\$ 98,988.00	\$ 103,910.00	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 81,808.90	\$ 96,210.00	\$ 31,782.37	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	\$ 88,042.00	\$ 106,879.00	
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	68,991.57	\$ 106,996.00	96180.34	
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 812,966.41	950,429.24	\$973,143.92	\$629,437.91



FREEPORT POLICE DEPARTMENT

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

Danny Gillchriest
Captain

Jennifer Howell
Chief of Police

Corey Brinkman
Lieutenant

APRIL 2025 REPORT

I. CALLS FOR SERVICE

2320 calls for service were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

II. INCIDENTS

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

III. TRAFFIC CONTACTS

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

IV. ANIMAL CONTROL

147 animal control calls reported for the month.
Shelter intake: 70 dogs and 14 cats

V. CODE ENFORCEMENT

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

VI. TRAINING

Training performed in accordance with the Texas Commission on Law Enforcement (TCOLE).
- Various training during the month for the department 192 hours.

VII. COMMUNITY EVENTS

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

- April 26th Riverfest
- Night in the Spot Light March 29th
- Senior Serve April 21st

The following are upcoming events:

- Memorial Day Weekend May 23rd-26th
- Take a Kid Fishing May 10th
- Go Topless Jeep Weekend May 17th



VIII. COMPLAINTS and COMPLIMENTS

Compliment on Officer Jimenez for patrolling school zones.

IX. STAFFING

DISPATCHERS:

1 Vacancy

JAILERS:

1 Vacancy

ACOS:

We are full staff.

CODE ENFORCEMENT:

We are full staff.

CROSSING GUARDS:

We full staff

POLICE OFFICERS:

5 Vacancy's

PROMOTIONS:

Assessment centers were held for the open positions of Lieutenant, Sergeant, Corporal. Sgt. Craig Graham was promoted to the rank of Lieutenant. Cpl. Joaquin Torres was promoted to the rank of Sergeant and Officer Jared Miller was promoted to the rank of Corporal.

SPECIAL ANNOUNCEMENTS:

None.

Corey Brinkman

Interim Chief of Police



Jerry Cain
Mayor

Lance Petty
City Manager

Finance, Court & Water Departments

Title: Monthly Report for April 2025

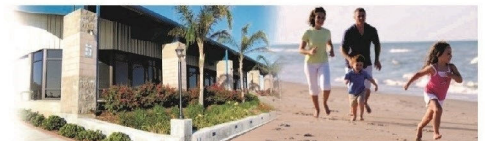
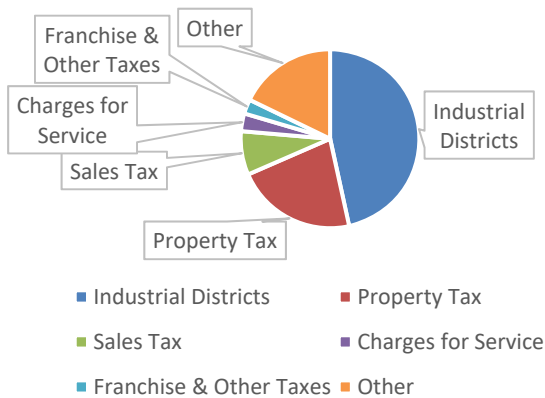
Date: May 13, 2025

From: Ashlee Hurst, Finance Director

Financials

	Current Budget	Actual FYTD	% Budget Received
Industrial Districts	9,389,300	6,636,419	71%
Property Tax	3,370,000	3,120,410	93%
Sales Tax	2,450,000	1,125,361	46%
Charges for Service	798,600	455,718	57%
Franchise & Other Taxes	715,000	375,430	53%
Miscellaneous Income	112,500	210,374	187%
Fines & Forfeits	222,600	174,573	78%
Lease Income	175,765	45,196	26%
License and Permits	262,800	104,567	40%
Interest Earnings	300,000	222,981	74%
EMS	684,000	690,656	101%
Recreation/Rental	111,100	58,545	53%
Golf	853,000	663,813	78%
Grants	12,000	15,453	129%
Insurance Recovery	20,000	202,829	1014%
Transfers In	150,000	150,000	100%
Grand Total	19,626,665	14,252,324	73%

Revenue Overview



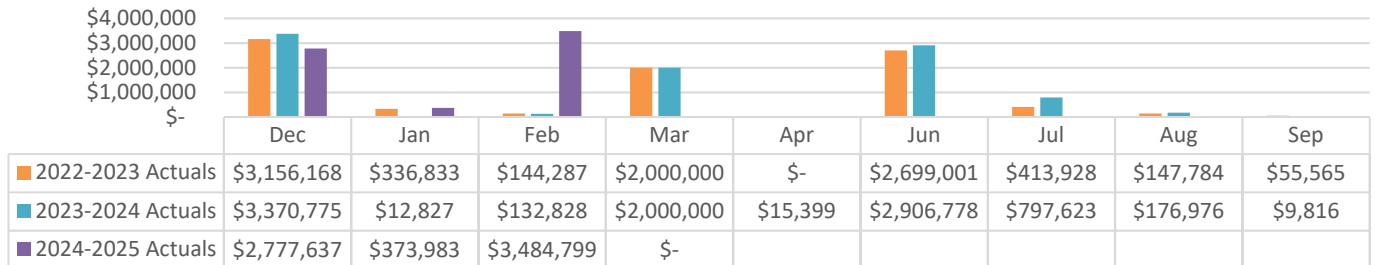
Monthly Report

Finance, Court & Water Departments

Industrial District Revenue

INDUSTRIAL DISTRICT TAXES

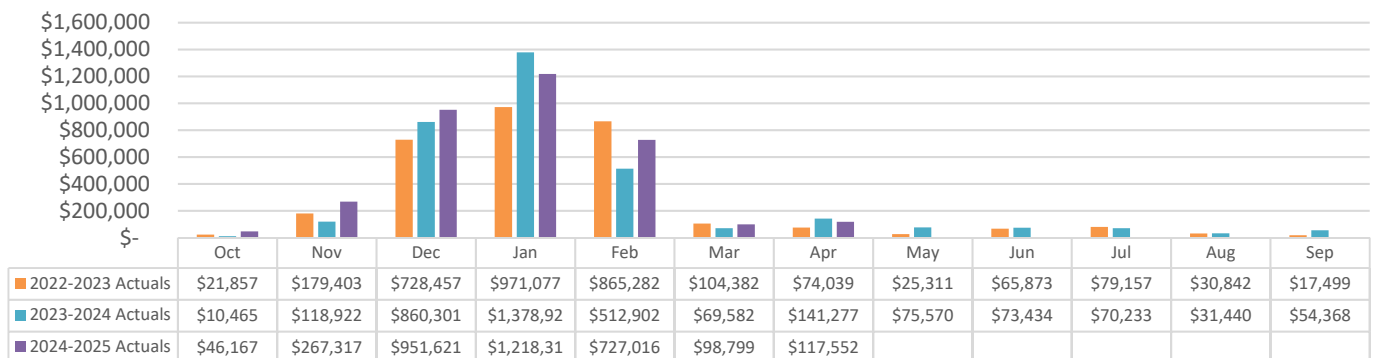
Monthly Collections Comparison



Property Tax Revenue

PROPERTY TAXES

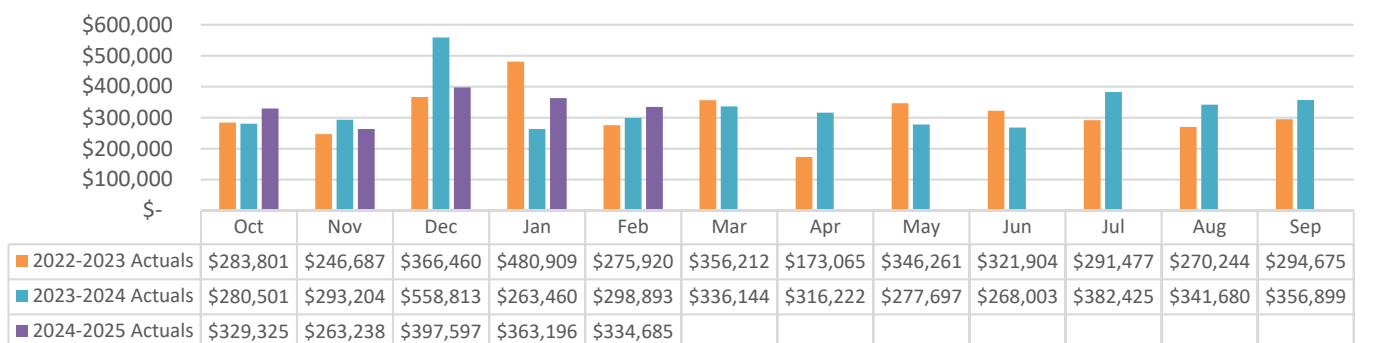
Monthly Collections Comparison



Sales Tax

SALES TAX

Monthly Collections Comparison



Monthly Report

Finance, Court & Water Departments

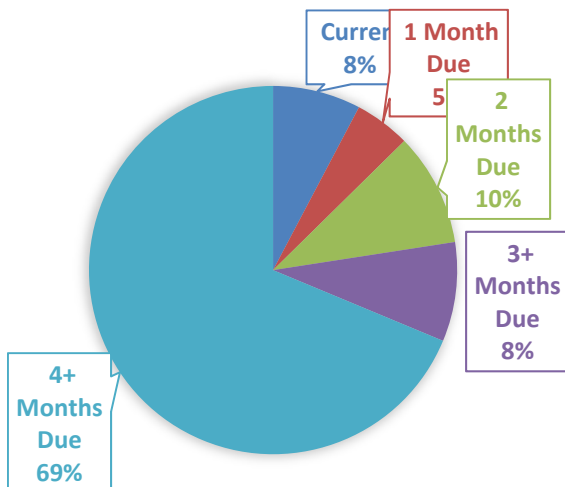
Accounts Payable	Oct-24	Nov-24	Dec-24	Jan-25	Feb-25	Mar-25	Apr-25
PO's Issued	27	18	19	16	10	11	11
Payments Issued	338	333	290	337	296	339	301
Total Disbursed	\$3,274,616	\$1,647,448	\$1,488,231	\$2,728,871	\$3,747,281	\$2,731,806	\$1,681,972

Utilities

Apr-25			
Billed	Water	Sewer	Total FYTD
Agricultural	\$185	\$0	\$185
Apartments	217,251	178,531	395,782
Church	6,108	4,756	10,864
City	33,582	4,785	38,367
Commercial	577,175	522,909	1,100,084
Industrial	492,852	(15,381)	477,471
Institutions	130	94	223
Residential	426,023	315,882	741,906
Schools	91,350	76,718	168,068
Vacation	1,166	872	2,038
Total Billed	\$1,845,821	\$1,089,166	\$2,934,987
Last FYTD	\$3,047,274	\$1,720,362	\$4,767,636
% Change	-39.4%	-36.7%	-38.4%

Consumption	Water	Sewer	Total FYD
Billed	133,036,470	80,939,978	213,976,448
Unbilled	702,941,565	0	702,941,565
Total Gallons	835,978,035	80,939,978	916,918,013
Last FYTD	1,119,962,910	132,617,800	1,252,580,710
% Change	-25.4%	-39.0%	-26.8%

AGING REPORT FOR WATER ACCOUNTS



Monthly Report Finance, Court & Water Departments

The Utility Department is making progress on getting past due bills taken care of. Letters have been sent out and cutoffs have begun for accounts that were previously allowed to carry balances.

Municipal Court				
Fiscal Year Total Through	Apr-23	Apr-24	Apr-25	% Change
Issued				
Citations	874	1,107	927	-16.3%
Violations	1,031	1,265	1,074	-15.1%
Total Issued	1,905	2,372	2,001	-15.6%
Warrants				
Active Warrants	293	418	456	9.1%
Total Fees/Fines Paid*	\$163,106	\$178,834	\$253,363	41.7%
* Includes Regulatory, State & Other Agency Fees				

Ongoing Initiatives

Audit

The annual audit for Fiscal Year 2023-2024 is almost complete and ready for presentation.

Budget, CIP and Long-Range Financial Plan

Budget line items are still being adjusted, as needed, to properly categorize expenses within the departments. The budget kick-off meeting for FY2025-2026 was held and preparations are now underway.

AMI Water Meter Project

The smart meter water installation project kicked off in February. We have completed the billing training, portal usage training, and continue to meet bi-weekly with the team for progress and updates. The customer portal should be live within the next month or so.

Budget Software

Our financial data was onboarded into ClearGov, the new budgeting software. We plan to use this software to create a digital budget book for our FY2025-2026 budget.

Purchasing

A bid is being solicited for a Compensation/Salary Survey (RFP No. 2025-05). It was advertised twice before it closed on May 9, 2025. In total, this solicitation was be open for 30+ days. It was also listed on our website. The City received 10 responses and plans to select the vendor soon.

A bid is being solicited for the City Hall Generator (TDEM Grant). It will be advertised twice before it closes on May 16, 2025. In total, the solicitation will be open for 30+ days. It is also listed on our website.

A bid is being solicited for the Service Center Generator (TDEM Grant). It will be advertised twice before it closes on May 16, 2025. In total, the solicitation will be open for 30+ days. It is also listed on our website.

A bid is being solicited for the Riverplace Generator (TDEM Grant). It will be advertised twice before it closes on May 16, 2025. In total, the solicitation will be open for 30+ days. It is also listed on our website.

A bid is being solicited for the Freeport Brownfields Program (EPA Grant). It will be advertised twice before it closes on May 16, 2025. In total, the solicitation will be open for 30+ days. It is also listed on our website.

Grant Administration

- Hurricane Beryl (FEMA): The City is still working weekly with FEMA to get the documentation prepared to get reimbursements submitted as projects are assigned and created.
- CDBG – GLO (Contract No. D213) Sewer Line Replacement: An extension was filed on this contract to extend the performance period until April 2025. Pay apps are still being prepared by the contractor for the City to pay. After the City pays, it is submitted to GLO for reimbursement. The total of this grant award is \$5,991,541, including a City match of \$59,915. GrantWorks is the grant administrator for this project. Freese and Nichols is the engineer of this project. The contractor is Texas Pride Utilities, LLC for this project.
- CDBG - GLO, (Contract No. D300) WWTP Renovations: This grant project is currently under construction. An extension was also granted for the performance period of this grant until April 2025. The total of this grant award is \$6,051,988, including a City match of \$60,520. This project has a budget overrun of roughly \$7,750,000. The previous Finance Director budgeted that into the Approved 2024-2025 budget from multiple funds. GrantWorks is the grant administrator for this project. Freese and Nichols is the engineer of this project. Wharton-Smith is the contractor for this project.
- CDBG - GLO, (Contract No. E164) Water Improvements: This grant project is currently still in the engineer design phase. The total award of this grant is \$1,837,967 with no City match. The grant period of performance end date is March 2026. GrantWorks is the grant administrator for this project. Freese and Nichols is the engineer for this project. No contractor will be selected until the project design is complete so a request for bids can be created for the scope of work.
- FEMA American Firefighters Grant (Contract No. 06616): This grant was awarded in August 2022 to provide reimbursement for firefighter training. The total award of the grant is \$113,953, including a City match of \$10,359. The period of performance ends in June 2025. The quarterly financial report was submitted in January.
- FEMA American Firefighters Grant (Contract No. 02061): This grant was awarded in August 2023 to provide reimbursement for new radios. The total award of the grant is \$216,000, including a City match of \$19,636. The period of performance ends in August 2025. The quarterly financial report was submitted in January.

Monthly Report
Finance, Court & Water Departments

- Office of the Governor (OOG) Radio Project: This grant was awarded in December 2024 to provide an expansion for dispatch radios. The total award for this grant is \$144,233 with no City match. The period of performance of this grant ends in September 2025. The quarterly financial report was submitted in January.
- Office of the Governor (OOG) Bulletproof Shields: This grant was awarded in December 2024 to provide reimbursement for the purchase of bulletproof shields. The total award for this grant is \$95,602 with no City match. The period of performance of this grant ends in September 2025. The quarterly financial report was submitted in January.
- Office of the Governor (OOG) Patrol Radio Upgrade: This grant was awarded in December 2024 to provide reimbursement for the patrol radios upgrade cost. The total award for this grant is \$131,525 with no City match. The period of performance of this grant ends in September 2025. The quarterly financial report was submitted in January.
- GLO Beach Maintenance Program: The quarterly report for the months of September through November was submitted in January.
- CDBG-Brazoria County: The City was granted a grant for installation of insta-valves in October 2024 for a total of \$220,000 with an \$8,000 City match. The sizes and locations of the valves submitted in the City's application were incorrect. The City is waiting for guidance from Brazoria County on what needs to be done to get the contract revised with the correct locations and sizes.
- Texas Division of Emergency Management (TDEM) Lift Station #3 Generator: This mitigation program project was awarded in May 2023 for a total award of \$40,000, including a City match of \$4,000. The period of performance for this project ends in June 2025. The quarterly report was submitted in March. A request for reimbursement was submitted in January as well as the project comes close to completion.
- Texas Division of Emergency Management (TDEM) Lift Station #4 Generator: This mitigation program project was awarded in May 2023 for a total award of \$40,000, including a City match of \$4,000. The period of performance for this project ends in June 2025. The quarterly report was submitted in March. A request for reimbursement was submitted in January as well as the project comes close to completion.
- Texas Division of Emergency Management (TDEM) Lift Station #14 Generator: This mitigation program project was awarded in June 2023 for a total award of \$40,000, including a City match of \$4,000. The period of performance for this project ended in June 2024. The quarterly report was submitted in March. A request for reimbursement was submitted in January as well as the project comes close to completion. A time extension was submitted in May to extend the end date of the performance period.
- Texas Division of Emergency Management (TDEM) Service Center Generator: This mitigation program project was awarded in October 2024 for a total award of \$200,000, including a City

match of \$20,000. The period of performance for this project ends in August 2025. The quarterly report was submitted in March.

- Texas Division of Emergency Management (TDEM) Recreation Center Generator: This mitigation program project was awarded in November 2024 for a total award of \$200,000, including a City match of \$20,000. The City elected to decline this grant award because Centerpoint donated a generator to this facility. The quarterly report was submitted in March.
- Texas Division of Emergency Management (TDEM) City Hall Generator: This mitigation program project was awarded in January 2025 for a total award of \$425,000, including a City match of \$42,500. The period of performance for this project ends in August 2025. The quarterly report was submitted in March. A kickoff meeting was held in February.
- Texas Division of Emergency Management (TDEM) Riverplace Generator: This mitigation program project was awarded in January 2025 for a total award of \$143,000, including a City match of \$14,300. The period of performance for this project ends in August 2025. The quarterly report was submitted in March. A kickoff meeting was held in February.



City of Freeport
Capital Projects
For the Period End April 2025

Total Construction Commitments as of 4/30/2025	
Total Commitments	\$ 22,636,300.50
Enterprise	\$ 17,613,885.36
Governmental	\$ 5,022,415.14

Project	Project Status	Budgeted Cost	Spent To Date	Remaining
Fund 67 - 2021 CO Bond Fund				
Water/Sewer				
Lift Station 3, 4, & 14 Rehabilitation - 2023-2025	Complete	1,735,713.00	1,731,208.95	-
FM 1495 Water Line Relocation - 2022-2025	Complete	481,665.00	467,579.22	-
Sanitary Sewer Collection Grant Match (D213) - 2022-2025	Complete	59,316.00	59,316.00	-
Avenue H Sewer Line Rep. Grant Match - 2023-2025	Complete	41,366.00	41,222.19	-
Phase I SSOI Engineering - 2022-2025	In Progress	215,926.00	22,974.00	192,952.00
WWTP Grant Match (D300) - 2022-2025	In Progress	691,020.00	60,520.00	630,500.00
WWTP Improvements (D300) - 2022-2025	In Progress	1,298,130.00	297,432.27	1,000,697.73
Lift Station Pumps - 2024-2025	In Progress	151,348.00	-	151,348.00
Sewer Line Replacement SSOI - 2022-2025	In Progress	482,572.00	-	482,572.00
Total Funding 66 - 2021 CO Bond Fund		\$ 5,157,056.00	\$ 2,680,252.63	\$ 2,458,069.73

Fund 66 - 2020 CO Bond Fund				
Admin				
City Hall Renovations - 2020-2025	On Hold	998,000.00	548,359.03	449,640.97
Public Works				
Streets & Drainage Projects - 2020-2025	Complete	6,375,000.00	6,467,061.53	-
Velasco Pump Station Improvements - 2020-2025	Complete	252,000.00	252,000.00	-
Heritage House Renovations - 2020-2025	On Hold	375,000.00	2,500.00	372,500.00
Total Funding Fund 66 - 2020 CO Bond Fund		\$ 8,000,000.00	\$ 7,269,920.56	\$ 822,140.97

Fund 14 -Streets & Drainage Funds				
Public Works				
Entry Road for Park - 2022-2023	Complete	150,000.00	150,000.00	-
Streets & Drainage Project - 2022-2023	Complete	759,000.00	759,000.00	-
Phase 2 Concrete Streets - 2022-2023	Complete	1,181,666.00	1,443,892.71	-
Asphalt Streets - 2022-2023 (Interlocal with Brazoria County)	In Progress	446,041.00	415,293.28	30,747.72
Asphalt Streets - 2023-2024	In Progress	570,178.00	554,491.15	15,686.85
Total Funding Fund 14 - Streets & Drainage Fund		\$ 3,106,885.00	\$ 3,322,677.14	\$ 46,434.57

Fund 21 - Facilities & Grounds CIP				
Admin				
City Hall Renovations - 2020-2021	On Hold	750,000.00	66,784.00	683,216.00
Fire/EMS				
Radio Antenna Repairs - Fire 2022-2023	Complete	11,665.00	19,958.58	-
Temp. Modular Building - 2022-2023	In Progress	426,095.00	428,984.29	-
Fire Station 1 Driveway - 2022-2023	In Progress	10,000.00	2,488.25	7,511.75
Golf Course				
Greens Resurfacing - 2023-2024	In Progress	320,000.00	119,002.05	200,997.95
Pumphouse Replacement - 2023-2024	In Progress	40,000.00	13,258.72	26,741.28
Police				
Replacement of Main Electric Dist. Panel - 2022-2023	Complete	20,000.00	47,155.30	-
New Evidence Lockers - 2023-2024	Complete	11,000.00	9,600.00	1,400.00
Jail Facility Renovation - 2022-2023	In Progress	115,000.00	-	115,000.00
Police Department Parking Lot Improvements - 2022-2023	In Progress	20,000.00	-	20,000.00
Server Room Ventilation - 2023-2024	In Progress	12,500.00	-	12,500.00
Public Works				

Riverplace Exterior Metal Coating - 2023-2024	Complete	30,000.00	28,590.00	-
Museum Storage Renovation - 2023-2024	Complete	10,000.00	4,500.00	-
New Display Cases - 2023-2024	Complete	11,500.00	11,500.00	-
FMP Kitchen - 2023-2024	Complete	40,000.00	16,375.23	-
Park Equipment - 2023-2024	Complete	10,000.00	10,000.00	-
Splashpad Renovation - 2023-2024	In Progress	10,000.00	-	10,000.00
Nesting Training Tables - 2023-2024	In Progress	6,750.00	-	6,750.00
Total Funding Fund 21 - Facilities & Grounds CIP		\$ 1,854,510.00	\$ 778,196.42	\$ 1,084,116.98

Fund 22 - Vehicle & Equipment Replacement Fund				
Fire/EMS				
Replace 2 Ambulances (907 & 908) - 2021-2022	In Progress	600,000.00	632,532.24	-
Equipping New Reserve FF - 2022-2023	In Progress	12,000.00	10,037.00	1,963.00
Furnishings/Appliances Fire Station 2 - 2022-2023	In Progress	30,000.00	1,077.00	28,923.00
Portable Radios - 2023-2024	In Progress	36,400.00	12,324.10	24,075.90
Reserve PPE - 2023-2024	In Progress	19,100.00	16,116.00	2,984.00
A/C Replacement - 2024-2025	In Progress	15,000.00	-	15,000.00
Information Technology				
Server Replacement - 2024-2025	Complete	40,000.00	39,893.20	-
Website Upgrade - 2024-2025	In Progress	20,250.00	13,255.00	6,995.00
Administration				
Budgeting Software - 2024-2025	Complete	8,775.00	8,775.00	-
Applicant Tracking Software - 2024-2025	Complete	7,640.00	5,851.00	-
Golf Course				
5210 Tractor - 2023-2024	Complete	36,000.00	35,539.02	-
Slope Mower - 2023-2024	Complete	59,000.00	36,602.28	-
Z-Master 72" Mower - 2023-2024	Complete	17,000.00	17,619.42	-
Pro-Grater - 2024-2025	Complete	38,000.00	17,619.42	-
Police				
Vehicle Replacement Program (Annual) - 2021-2024	Complete	505,748.00	519,229.72	-
Generator - 2021-2024	Complete	60,000.00	60,000.00	-
Server Switch Replacements - 2023-2024	Complete	15,000.00	19,445.49	-
New Motion Cyber Security - 2023-2024	Complete	10,000.00	3,809.20	-
Off-Site Backup & Software - 2023-2024	Complete	14,000.00	12,304.54	-
GPS for Patrol Units - 2024-2025	Complete	26,500.00	48,948.78	-
Replace Gate Motor - 2023-2024	In Progress	15,000.00	-	15,000.00
CJIS Update - 2024-2025	In Progress	5,500.00	-	5,500.00
Temperature Control Service/911 - 2024-2025	In Progress	14,000.00	-	14,000.00
Public Works				
Purchase of (3) Work Trucks - 2023-2024	Complete	120,000.00	106,916.35	-
One Ton Dump Truck - 2023-2024	Complete	90,000.00	80,861.64	-
3/4 Yard Concrete Mixer - 2023-2024	Complete	10,000.00	4,200.00	-
Two Zero Turn Mowers 72" - 2024-2025	Complete	36,000.00	-	36,000.00
Total Funding Fund 22 - Vehicle & Equipment Replacement		\$ 1,824,913.00	\$ 1,702,956.40	\$ 150,440.90

Fund 23 - Technology Fund				
Access Control Panel - 2019-2020	Complete	21,905.00	21,905.00	-
Total Funding Fund 23 - Technology Fund		\$ 21,905.00	\$ 21,905.00	\$ -

Fund 25 - Projects Fund				
Admin				
Demolition OA Fleming - 2023-2024	Complete	223,462.00	223,461.59	-
Infrastructure OA Fleming Streets - 2023-2024	In progress	1,401,353.97	-	1,401,353.97
Water/Sewer				
Infrastructure OA Fleming W/S - 2023-2025	In progress	1,000,000.00	-	1,000,000.00
Lift Station - 2023-2025	In progress	2,298,646.03	292,110.18	2,006,535.85
WWTP Improvements Grant Overage (D300) - 2023-2025	In progress	6,754,500.00	1,632,268.41	5,122,231.59
Public Works				
OA Fleming Park (Soccer Field Project) - 2023-2025	Complete	600,000.00	534,024.32	65,975.68

Total Funding Fund 25 - Projects Fund **\$ 12,277,962.00 \$ 2,681,864.50 \$ 9,596,097.09**

Grant Funded Projects (Various Funds)				
Administration				
GLO Beach Maintenance Grant - 2024-2025	In Progress	12,000.00	8,264.68	3,735.32
Fire/EMS				
FEMA AFG - Fire Radio Replacements - 2022-2025	In Progress	216,000.00	201,694.32	14,305.68
FEMA AFG - Fire Training Reimbursement - 2023-2025	In Progress	113,953.00	20,553.92	93,399.08
Police				
OOG - Body Cameras - 2023-2024	Complete	57,765.00	66,514.87	-
OOG - Mobile Video Equipment - 2023-2024	Complete	102,650.00	130,151.53	-
OOG - Rifle-Resistant Body Armor - 2023-2024	Complete	50,908.00	46,923.55	-
OOG - Radio Interoperability Project - 2024-2025	In Progress	144,233.00	-	144,233.00
OOG - Ballistic Shield Project - 2024-2025	In Progress	95,602.00	-	95,602.00
OOG - Vehicle Radio Equipment Refresh - 2024-2025	In Progress	131,525.00	-	131,525.00
Public Works				
TDEM MIT - Lift Station #3 Generator - 2023-2025	In Progress	36,000.00	33,266.67	2,733.33
TDEM MIT - Lift Station #4 Generator - 2023-2025	In Progress	36,000.00	33,266.67	2,733.33
TDEM MIT - Lift Station #14 Generator - 2023-2025	In Progress	36,000.00	33,266.67	2,733.33
TDEM MIT - City Hall Generator - 2024-2025	In Progress	425,000.00	-	425,000.00
TDEM MIT - Riverplace Generator - 2024-2025	In Progress	143,000.00	-	143,000.00
TDEM MIT - Service Center Generator - 2024-2025	In Progress	200,000.00	-	200,000.00
Water/Sewer				
CDBG MIT 2016 HUD - Sewer Line Replacement (D213) - 2021-2025	In Progress	5,931,626.00	4,265,449.31	1,666,176.69
CDGB MIT Harvey - WWTP Improvements (D300) - 2021-2025	In Progress	5,991,468.00	2,271,406.30	3,720,061.70
CDBG MIT Water Improvements (E164) - 2023-2026	In Progress	1,868,000.00	34,238.20	1,833,761.80
Total Funding Grant Projects		\$ 15,579,730.00	\$ 7,136,732.01	\$ 8,479,000.26



City of Freeport

General Fund

Schedule of Revenues & Expenditures - Budget vs Actuals

For the Period End April 2025

	Current Fiscal Year, 2024 - 2025					Prior Year
	Budget FY 2024-2025	Apr-2025 Actual	Year-to-Date Actual	Y-T-D Variance	Y-T-D % of Budget	Apr-2025 Y-T-D Actual
RESOURCES						
Property Taxes	3,370,000	117,552	3,120,410	(249,590)	92.6%	3,092,372
Industrial Taxes	9,389,300	-	6,636,419	(2,752,881)	70.7%	5,531,829
Sales Tax	2,450,000	223,123	1,125,361	(1,324,639)	45.9%	1,564,824
Franchise & Other Taxes	715,000	49,429	375,430	(339,571)	52.5%	406,017
Permits	262,800	11,382	104,567	(158,233)	39.8%	92,648
EMS	684,000	94,809	690,656	6,656	101.0%	408,235
Charges for Services	798,600	63,199	455,718	(342,882)	57.1%	465,091
Recreation/Rental	111,100	11,157	58,545	(52,555)	52.7%	78,415
Golf	853,000	124,610	663,813	(189,187)	77.8%	516,436
Municipal Court	222,600	22,793	174,573	(48,027)	78.4%	99,275
Grants	12,000	-	15,453	3,453	128.8%	42,156
Lease Income	175,765	9,474	45,196	(130,569)	25.7%	8,000
Interest Earned	300,000	37,056	222,981	(77,019)	74.3%	355,803
Insurance Recovery	20,000	-	202,829	182,829	1014.1%	9,565
Miscellaneous	112,500	77,645	210,374	97,874	187.0%	126,966
Transfers In	150,000	-	150,000	-	100.0%	87,500
TOTAL ACTUAL RESOURCES	\$ 19,626,665.00	\$ 842,229.20	\$ 14,252,324.54	\$ (5,374,340.46)	72.6%	\$ 12,885,130.41
Use of Fund Balance	-	-	-	-	-	-
TOTAL RESOURCES	\$ 19,626,665.00	\$ 842,229.20	\$ 14,252,324.54			\$ 12,885,130.41
EXPENDITURES						
Administration	2,092,359	154,497	1,197,440	(894,919)	57.2%	1,146,784
Information Technology	493,358	20,218	284,438	(208,920)	57.7%	280,085
Service Center	214,666	15,036	125,721	(88,945)	58.6%	254,860
Municipal Court	260,830	33,577	187,526	(73,304)	71.9%	139,717
Police	6,086,942	395,188	3,133,972	(2,952,970)	51.5%	3,144,928
Fire	1,727,303	132,262	916,162	(811,141)	53.0%	839,465
EMS	1,152,227	77,374	646,828	(505,399)	56.1%	507,127
Emergency Management	-	-	270	270	0.0%	-
Code Enforcement	356,227	23,542	172,930	(183,297)	48.5%	224,060
Building	478,502	26,962	263,006	(215,496)	55.0%	146,767
Garbage Collection	775,000	64,549	422,849	(352,151)	54.6%	382,170
Street & Drainage	1,456,908	115,328	839,918	(616,990)	57.7%	790,937
Beach Fund Expense	42,850	322	7,339	(35,511)	17.1%	331
Main Street	72,525	1,078	9,633	(62,892)	13.3%	37,349
Historical Museum	343,230	19,660	153,625	(189,605)	44.8%	114,675
Sr Citizens Commission	17,500	601	5,920	(11,580)	33.8%	7,574
Library	51,850	3,332	20,342	(31,508)	39.2%	16,133
Parks	1,316,140	86,349	638,995	(677,145)	48.6%	701,341
Golf	1,324,854	96,154	735,975	(588,879)	55.6%	736,096
Recreation	525,869	42,887	183,661	(342,208)	34.9%	206,158
Transfers Out	711,665	-	711,665	-	100.0%	1,176,537
TOTAL EXPENDITURES	\$ 19,500,805.00	\$ 1,308,916.18	\$ 10,658,210.52	\$ (8,842,594.48)	54.7%	\$ 10,853,094.86
EXCESS/(DEFICIT)	\$ 125,860.00	\$ (466,686.98)	\$ 3,594,114.02			\$ 2,032,035.55



City of Freeport

Water & Sewer Fund

Schedule of Revenues & Expenditures - Budget vs Actuals

For the Period End April 2025

	Current Fiscal Year, 2024 - 2025					Prior Year
	Budget FY 2024-2025	Apr-2025 Actual	Year-to-Date Actual	Y-T-D Variance	Y-T-D % of Budget	Apr-2025 Y-T-D Actual
RESOURCES						
Water Revenue	4,900,000	232,722	2,554,846	(2,345,154)	52.1%	2,982,242
Sewer Revenue	2,750,000	177,991	1,348,041	(1,401,959)	49.0%	1,724,745
Water Tap Fee	10,000	-	7,719	(2,281)	77.2%	3,500
Sewer Tap Fee	4,000	-	1,000	(3,000)	25.0%	1,000
Connect & Disconnect Fees	140,000	12,355	92,929	(47,071)	66.4%	79,600
Bad Debt Write-Off	1,000	-	258	(742)	25.8%	1,908
Interlocal Revenue	4,000	-	-	(4,000)	0.0%	-
Interest Earned	15,000	-	2,512	(12,488)	16.7%	21,126
Misc. Income	-	634	(107)	(107)	100.0%	209
Returned Check Fees	1,000	100	875	(125)	87.5%	625
Utility Reimbursements	125,000	24,961	61,191	(63,809)	49.0%	89,597
Grant - CDBG GLO	-	1,654,407	2,141,614	2,141,614	0.0%	916,029
Contributions/Capital	-	-	-	-	0.0%	-
Transfers In	-	-	-	-	-	-
TOTAL ACTUAL RESOURCES	\$ 7,950,000.00	\$ 2,103,169.76	\$ 6,210,877.42	\$ (1,739,122.58)	78.1%	\$ 5,820,580.87
Use of Fund Balance	-	-	-	-	-	-
TOTAL RESOURCES	\$ 7,950,000.00	\$ 2,103,169.76	\$ 6,210,877.42			\$ 5,820,580.87
EXPENDITURES						
Salaries	204,932	12,122	68,217	(136,715)	33.3%	75,748
Benefits	82,676	5,677	31,320	(51,356)	37.9%	36,611
Supplies	58,700	3,156	19,540	(39,160)	33.3%	12,934
Services	7,340,270	574,037	3,777,665	(3,562,605)	51.5%	3,271,700
Maintenance	115,000	9,087	49,123	(65,877)	42.7%	63,785
Sundry	44,500	886	29,637	(14,863)	66.6%	23,600
Capital Outlay	-	197,315	1,681,026	1,681,026	#DIV/0!	1,027,510
Depreciation	-	-	-	-	0.0%	-
Debt Service Fees	-	-	-	-	#DIV/0!	-
Transfer to Debt Service	-	-	301,650	301,650	#DIV/0!	177,013
Transfer to General Fund	150,000	-	150,000	-	100.0%	87,500
TOTAL EXPENDITURES	\$ 7,996,078.00	\$ 802,280.37	\$ 6,108,178.56	\$ (1,887,899.44)	76.4%	\$ 4,776,399.78
EXCESS/(DEFICIT)	\$ (46,078.00)	\$ 1,300,889.39	\$ 102,698.86			\$ 1,044,181.09



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

	Unaudited Fund Balance 9/30/2024	Year-to-Date Revenue	Year-to-Date Expense	Transfers In/(Out)	Unaudited Fund Balance 9/30/2025
OPERATING FUNDS					
10 - General Fund	8,024,621.74	14,102,324.05	10,508,210.52	-	11,618,735.27
56 - Water / Sewer Fund	11,821,380.85	6,211,091.68	6,108,649.52	-	11,923,823.01
	<u>\$ 19,846,002.59</u>	<u>\$ 20,313,415.73</u>	<u>\$ 16,616,860.04</u>	<u>\$ -</u>	<u>\$ 23,542,558.28</u>
RESERVE FUNDS					
64 - Debt Service Fund	493,233.42	798,121.55	680,059.40	-	611,295.57
	<u>\$ 493,233.42</u>	<u>\$ 798,121.55</u>	<u>\$ 680,059.40</u>	<u>\$ -</u>	<u>\$ 611,295.57</u>
BOND/CAPITAL PROJECT FUNDS					
66 - 2020 CO Bond CIP Fund	1,026,584.49	26,356.35	-	-	1,052,940.84
67 - 2021 CO Bond CIP Fund	2,948,462.69	233,613.45	159,222.61	-	3,022,853.53
68 - AMI Water Meter Project Fund	-	3,515,778.87	1,755,043.70	-	1,760,735.17
	<u>\$ 3,975,047.18</u>	<u>\$ 3,775,748.67</u>	<u>\$ 1,914,266.31</u>	<u>\$ -</u>	<u>\$ 5,836,529.54</u>
INTERNAL SERVICE FUNDS					
14 - Street & Drainage Fund	2,742,909.25	569,752.77	507,233.71	-	2,805,428.31
21 - Facilities & Grounds Fund	2,394,124.16	59,705.02	84,927.94	-	2,368,901.24
22 - Vehicle & Equipment Fund	42,281.80	212,766.16	139,427.64	-	115,620.32
23 - IT Fund	215,004.44	5,519.97	-	-	220,524.41
	<u>\$ 5,394,319.65</u>	<u>\$ 847,743.92</u>	<u>\$ 731,589.29</u>	<u>\$ -</u>	<u>\$ 5,510,474.28</u>
SPECIAL PURPOSE FUNDS					
16 - Marina Operations Fund	861.85	87.93	-	-	949.78
18 - Hotel-Motel Tax Fund	241,822.04	37,033.06	22,000.00	-	256,855.10
24 - City-EDC Project Fund	27,838.06	20,488.46	-	-	48,326.52
25 - Port Projects Fund	6,451,852.62	977,514.94	1,201,630.34	-	6,227,737.22
40 - Court Technology Fund	21,008.63	5,533.02	-	-	26,541.65
41 - Court Security Fund	99,109.08	7,900.27	-	-	107,009.35
43 - State Narcotics/Chapter 59 Fund	145,523.33	3,515.95	6,918.66	-	142,120.62
44 - Federal Narcotics/EQ Share Fund	-	-	-	-	-
70 - TIRZ No. 1 Fund	570,586.68	320,599.34	-	-	891,186.02
	<u>\$ 7,558,602.29</u>	<u>\$ 1,372,672.97</u>	<u>\$ 1,230,549.00</u>	<u>\$ -</u>	<u>\$ 7,700,726.26</u>
GRANT FUNDS					
17 - Beach Maintenance Fund	-	-	-	-	-
100 - Hurricane Beryl Fund	(1,437,303.57)	-	651,632.47	-	(2,088,936.04)
	<u>\$ (1,437,303.57)</u>	<u>\$ -</u>	<u>\$ 651,632.47</u>	<u>\$ -</u>	<u>\$ (2,088,936.04)</u>
OTHER FUNDS					
80 - Capital Assets	(7,603,470.33)	-	-	-	(7,603,470.33)
87 - Clearing Fund	-	-	-	-	-
90 - Long-Term Liabilities	(13,151,516.36)	-	-	-	(13,151,516.36)
	<u>\$ (20,754,986.69)</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ -</u>	<u>\$ (20,754,986.69)</u>
EDC FUNDS					
30 - Economic Development Fund	4,751,907.87	649,232.07	747,297.82	-	4,653,842.12
31 - EDC Projects Fund	832,499.25	-	(336,627.93)	-	1,169,127.18
33 - EDC Marketing Fund	129,818.02	-	(51,462.02)	-	181,280.04
34 - Series 2001 - Debt Svc Fund	17,288.55	374.98	-	-	17,663.53
	<u>\$ 5,731,513.69</u>	<u>\$ 649,607.05</u>	<u>\$ 359,207.87</u>	<u>\$ -</u>	<u>\$ 6,021,912.87</u>
TOTAL CITY FUNDS	15,074,914.87	27,107,702.84	21,824,956.51	-	20,357,661.20
TOTAL EDC FUNDS	5,731,513.69	649,607.05	359,207.87	-	6,021,912.87
TOTAL ALL FUNDS	<u>\$ 20,806,428.56</u>	<u>\$ 27,757,309.89</u>	<u>\$ 22,184,164.38</u>	<u>\$ -</u>	<u>\$ 26,379,574.07</u>



PUBLIC WORKS MONTHLY REPORT

Date: April, 2025

From: Rudy Ragle, Director of Public Works

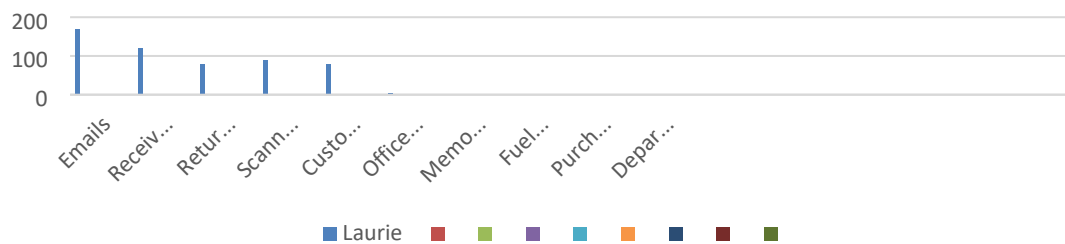
Administration Division:

Under the Direction of the Director of Public Works, this division manages the public works office, customer service, scheduling, reporting and public communication

Key Highlights This Month:

- Work Orders
- Communication
- E-mail

Administrative Assistant Monthly Report March 2025

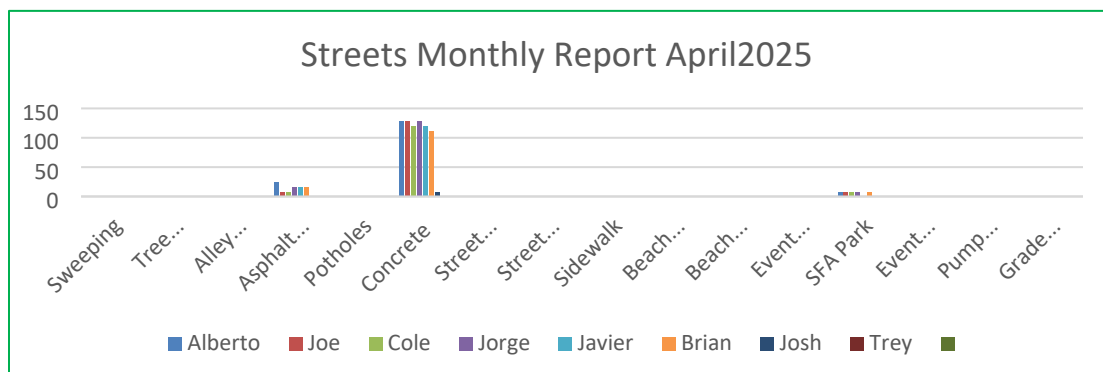


Streets Division:

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

Key Highlights This Month:

- Concrete Repairs
- Street cuts for water and sewer
- Repair sidewalk and curb

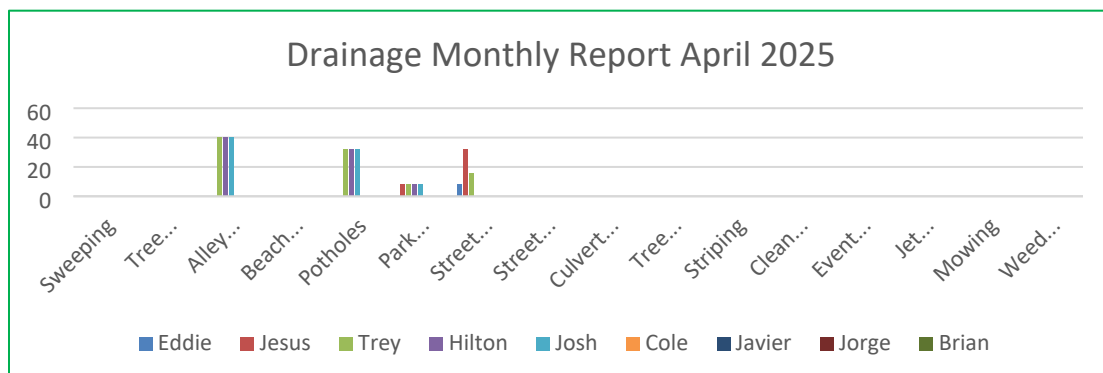


Drainage Division:

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

Key Highlights This Month:

- Drainage up keep
- Assist County with road repair
- Alley repairs

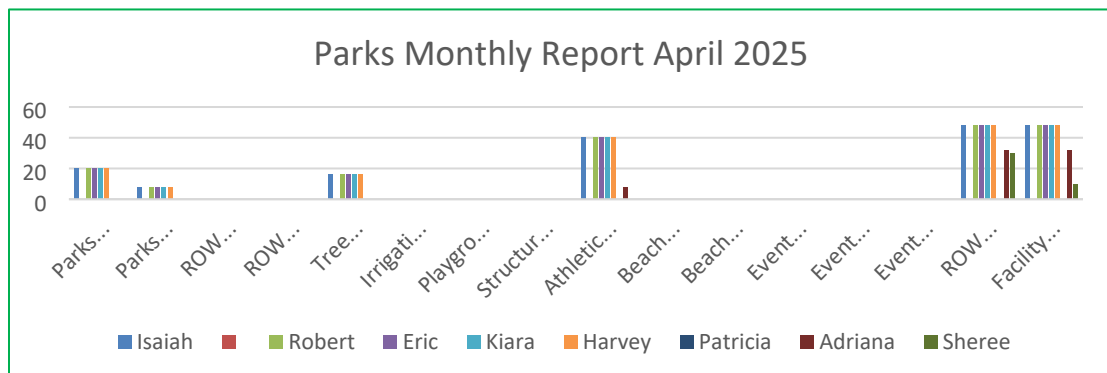


Parks Division:

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

Key Highlights This Month

- Riverfest Preparations
- Plant flower beds
- Cleaning Facilities

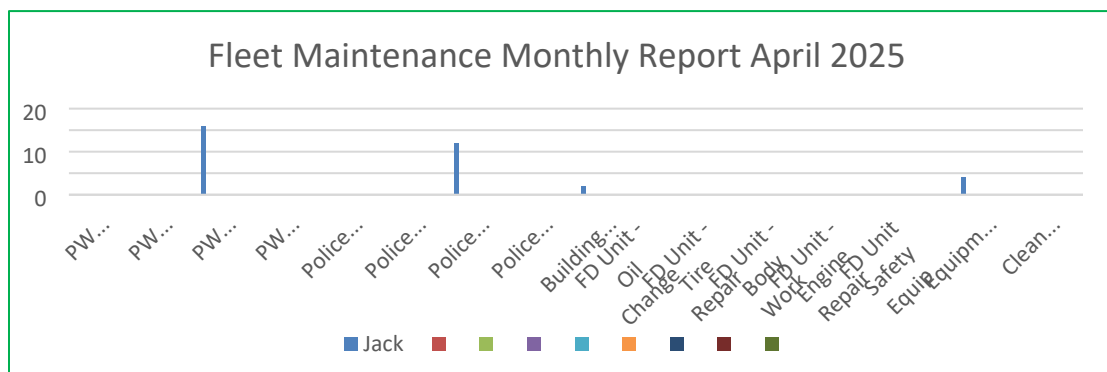


Fleet Division:

Under the direction of the Public Works Director, this division is responsible for all repairs and maintenance of the city's Fleet

Key Highlights This Month:

- PW Units
- Routine Maintenance
- Repair tires

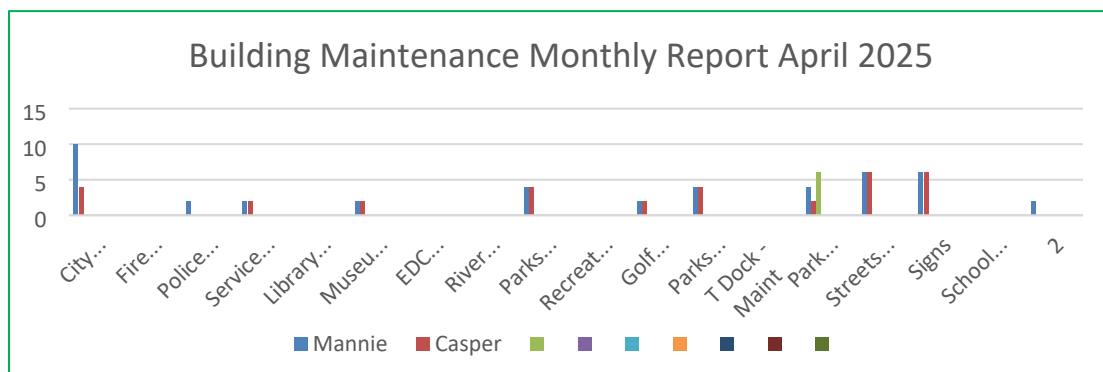


Building Maintenance Division:

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

Key Highlights This Month:

- Up keep on Multiple Buildings
- Placing Banners in the entrance
- Riverfest Preparations



Recreation Division:

Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs. Attached is the Recreation Division reports.

April 2025

- Seniors Day & Commissions Meeting: April 21st- Arts & Crafts
- Staff Updates: We are currently hiring 16 seasonal lifeguards.
- Programs
 - ❖ Zumba- We have one Zumba instructor that has class 8:30- 9:30 a.m. on Mondays and Wednesdays and 10- 11am on Saturdays and 6- 7 p.m. on Mondays, Wednesdays and Fridays
 - ❖ Silver Sneakers
- Events
 - April Events:
 1. Seniors Arts & Crafts
 2. Easter Eggstravaganza
 3. RiverFest
 - We are currently working on:
 1. Seniors Bingo: May 19th
 2. Pool Season





The poster features a background of blue water with a red and white life preserver on the left. At the top center is the Freeport logo with palm trees and the text "The City of FREEPORT". The main title "LIFEGUARDS NEEDED" is in large, red, bubbly letters, with "Summer 2025!" in a blue script font below it. A white box contains the text "\$12 HOURLY STARTING PAY | PART-TIME POSITION". To the left, "LIFEGUARD CERTIFICATION CLASS SCHEDULE" is written in red. Below this, a dark blue box lists the dates and times: "May 9 - 3:30 PM" and "May 10 - 9:00 AM". To the right, a red lifeguard tube with a white cross and the word "GUARD" is shown. Below the tube, the word "Interested?" is in a large, blue script font, followed by "PLEASE CONTACT (979) 233-6061 OR CLICK THE LINK IN THIS POST!" in red.

LIFEGUARDS NEEDED
Summer 2025!

\$12 HOURLY STARTING PAY | PART-TIME POSITION

LIFEGUARD CERTIFICATION CLASS SCHEDULE

May 9 - 3:30 PM
May 10 - 9:00 AM

GUARD

Interested?
**PLEASE CONTACT (979) 233-6061 OR
 CLICK THE LINK IN THIS POST!**

3. Fright Night



Social Media Engagement for Freeport Recreation

	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct. 2024	Nov 2024	Dec 2024
People like Freeport Recreation page	3564	3613	3656	3713	3730	3744	3756	3763	3768	3774	3775	3775
People follow Freeport Recreation page	3938	3998	4062	4135	4158	4178	4195	4208	4214	4225	4228	4228
	Jan 2025	Feb 2025	Mar 2025	Apr 2025								
People like Freeport Recreation page	3775	3780	3784	3792								
People follow The Freeport Recreation page	4236	4238	4251	4273								

Social Media Engagement for Senior Citizens

	Jan 2025	Feb 2025	Mar 2025	Apr 2025
People like Freeport Senior Citizens Page	26	28	31	33
People follow Freeport Senior Citizens Page	65	72	78	80



Revenue Report for Pool/Weight Room

	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024 Closed due to FEMA	Oct 2024	Nov 2024	Dec 2024 partially closed due to Blue Santa
Adult Daily Pass	\$255	\$175	\$160	\$155	\$270	\$275	\$365	\$65	0	\$180	\$70	\$15
Child Daily Pass	\$4	\$7	\$6	\$1	\$2	\$14	\$136	\$0	0	\$5	\$3	0
Senior Daily Pass	\$27	\$24	\$33	\$51	\$126	\$45	\$18	\$0	0	\$39	\$21	0
Student Daily Pass	\$99	\$96	\$231	\$237	\$189	\$474	\$186	\$33	0	\$27	\$69	0
	Jan 2025	Feb 2025	Mar 2025	Apr 2025								
Adult Daily Pass	\$145	\$10	\$115	\$105								
Child Daily Pass	\$19	\$47	\$34	\$21								
Senior Daily Pass	\$132	\$219	\$6	\$9								
Student Daily Pass	\$14	\$2	\$105	\$78								



	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024 Closed due to FEMA	Oct 2024	Nov 2024	Dec 2024 partially closed due to Blue Santa
Monthly Membership Individual	\$740	\$640	\$620	\$720	\$580	\$600	\$260	\$20	0	\$580	\$300	\$100
Monthly Membership Senior	\$130	\$130	\$150	\$190	\$180	\$200	\$110	\$10	0	\$210	\$170	\$50
Monthly Membership Family	\$90	\$120	\$90	\$180	\$60	\$330	\$90	\$0	0	\$60	\$90	0
	Jan 2025	Feb 2025	Mar 2025	Apr 2025								
Monthly Membership Individual	\$480	\$440	\$520	\$460								
Monthly Membership Senior	\$200	\$190	\$170	\$150								
Monthly Membership Family	0	\$120	\$150	\$150								



Check In's

	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	Jun 2024	Jul 2024	Aug 2024	Sept 2024 Closed due to FEMA	Oct 2024	Nov 2024	Dec 2024
Monthly Membership Individual	125	218	219	247	182	163	58	5	0	41	62	11
Monthly Membership Family	10	25	47	21	26	41	34	7	0	6	10	0
Monthly Membership Senior	36	57	94	119	74	59	40	1	0	49	89	22
	Jan 2025	Feb 2025	Mar 2025	Apr 2025								
Monthly Membership Individual	44	74	124	178								
Monthly Membership Family	0	33	44	39								
Monthly Membership Senior	57	96	111	111								
Monthly Membership Silver Sneakers	37	28	20	30								



	Jan 2024	Feb 2024	Mar 2024	Apr 2024	May 2024	June 2024	July 2024	Aug 2024	Sept 2024	Oct 2024	Nov 2024	Dec 2024
Number hours sports fields are used	18 hrs	51hrs 30min	83 hrs 30mins	85 hrs 30min	49 hrs	16 hrs	0	0	32	0	0	0
Sports field rentals (Baseball & Softball fields)	0	0	2 hrs	2 hrs	0	2	0	0	0	0	0	0
Facility rentals (RP, VCH, FMP, GAZ)	10	6	11	10	16	23	7	14	10	13	14	13
Number of non-profit organizations/public agencies that operate programs/services at park facilities at no cost for facility rental	3	3	2	2	10	4	3	2	4	3	2	3
Facility rental revenue (Net)	\$14,850	\$6,226	\$6,350	\$15,579	\$10,890	\$5,925	\$4,605	\$5,925	\$7,250	\$5,475	\$7,650	\$4589
Total number of contract classes offered/ held	24	20	23	21	23	17	9	26	23	26	20	18
	Jan 2025	Feb 2025	Mar 2025	Apr 2025								
Number hours sports fields are used	0	0	0	52								
Sports field rentals (Baseball & Softball fields)	0	0	0	0								
Facility rentals (RP, VCH, FMP, GAZ)	7	5	10	15								
# of non-profit organizations/public agencies that operate programs/services at park facilities at no cost for rental	3	2	4	5								
Facility rental revenue (Net)	\$150	\$5,475	\$6414	\$1850								
Total number of contract classes offered/ held	24	22	25	24								



Information Technology

Monthly Report

- Upgraded meeting spaces with modern web-based conferencing hardware
- Additional security systems installed across various city locations
- Successfully launched test emergency notifications to stay within FEMA compliance requirements.
- Key city services now easier to access with improved URL and navigation links for residents and staff.
- Timekeeping system upgraded to eliminate an additional secondary unnecessary certification renewal at a \$500 annual cost savings.

Upcoming Projects

- Website full redesign
- Transitioning key departments including court, utility billing, and finance to digital workflows
- Fire Department additional Network additions for emergency network redundancy.

April 2025





Closed Ticket 31 days by Category Only

Description:

Category: Service Desk

Server Hostname: support.0cwrseesmgcerdzoaboqdri0wg.bx.internal.cloudapp.net

Generated: 05/01/2025 01:00:17

Category	Total Closed Tickets
Hardware::Computer::Desktop	1
Hardware::Computer::Laptop	1
Hardware::Other Hardware	1
Hardware::Phone::Desk	1
Hardware::Printer::Copier	1
Network	2
Other	3
Software::Install	2
Software::Issue	5
Website::Change or Upload	10
Website::Unblock	1

05/01/2025

Your Business Profile report with 422 interactions* last month

See how Freeport City Hall at 1201 North Avenue H, Freeport, TX 77541 performed in April 2025 compared to the previous month.

Your performance at a glance

 **268**
calls
+8%

 **72**
people asked for directions
+1%

 **82**
website visits from profile
+13%

 **741**
profile views
+20%

 **216**
searches
+46%

**An interaction is when a customer calls, makes a booking, is sent to your website, or requests directions from your Business Profile.*

Top search terms

- | | | | | | |
|---|--------------------|---|--|---|----------------------------|
| 1 | freeport city hall | 2 | freeport city hall, north avenue h, freeport, tx | 3 | city of freeport city hall |
| | 138 | | 35 | | 25 |



Reporting period: 15 Apr 2025 00:00 - 15 May 2025 16:15

Managed endpoints

59 -6%

Active endpoints

59

Blocked threats

18 -65%

Company risk score

13%

Inventory:

49/-1

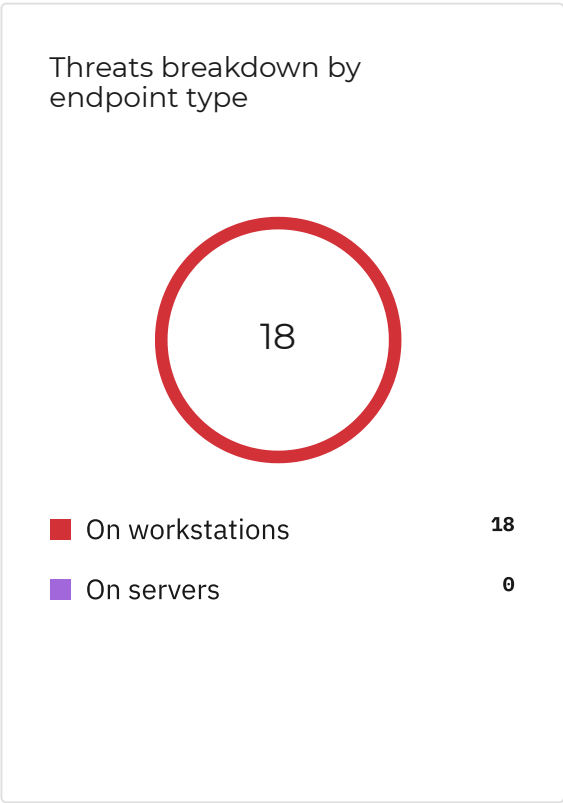
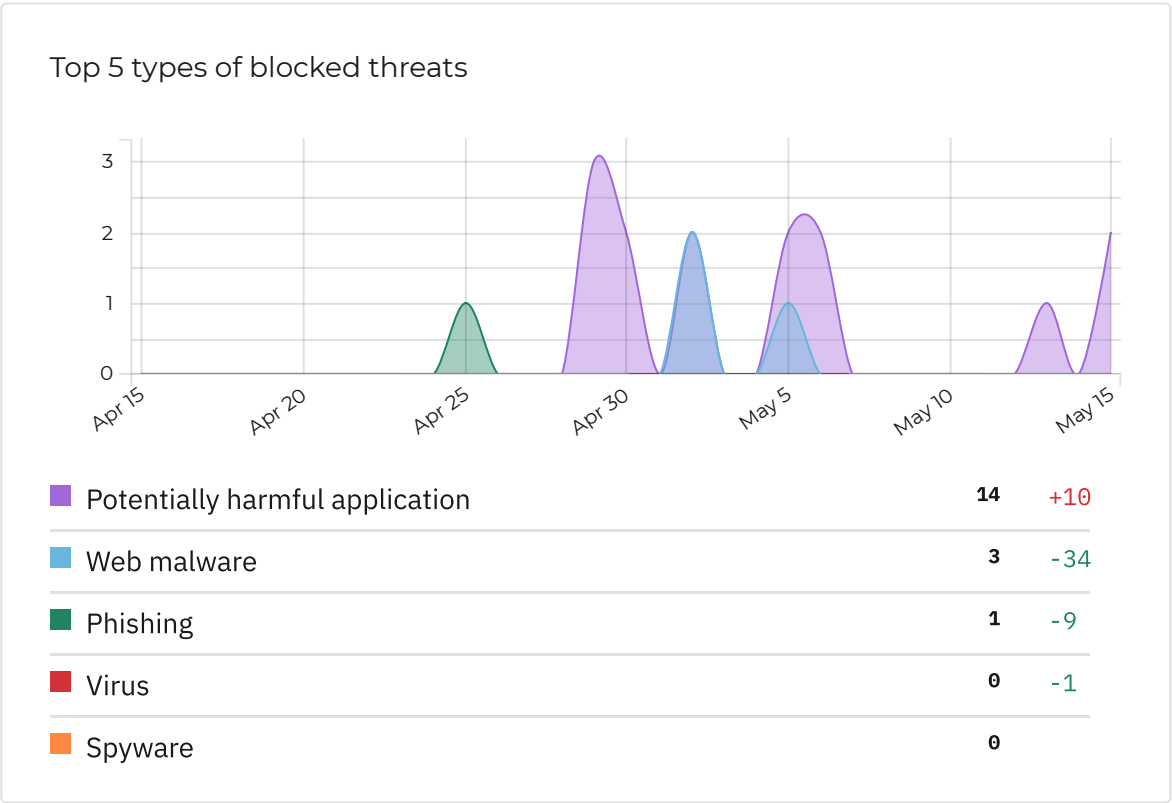
1

8/-4

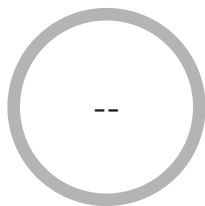
50

1/+1

9/-4

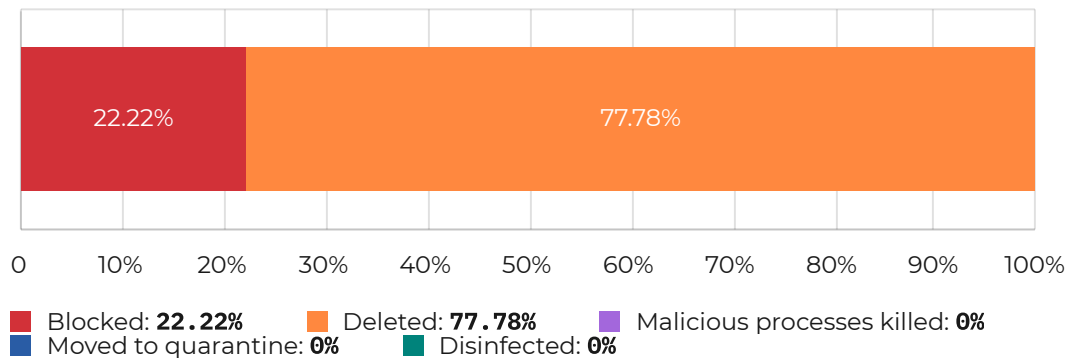


Incidents breakdown by action taken

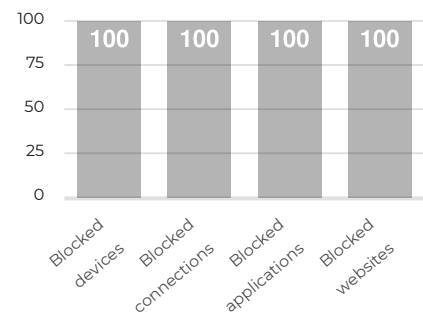


No information available. To retrieve data about your company's **Incidents Status**, please consider a compatible [license key](#).

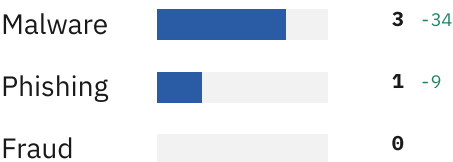
Remediation actions



Policy rule-based detections



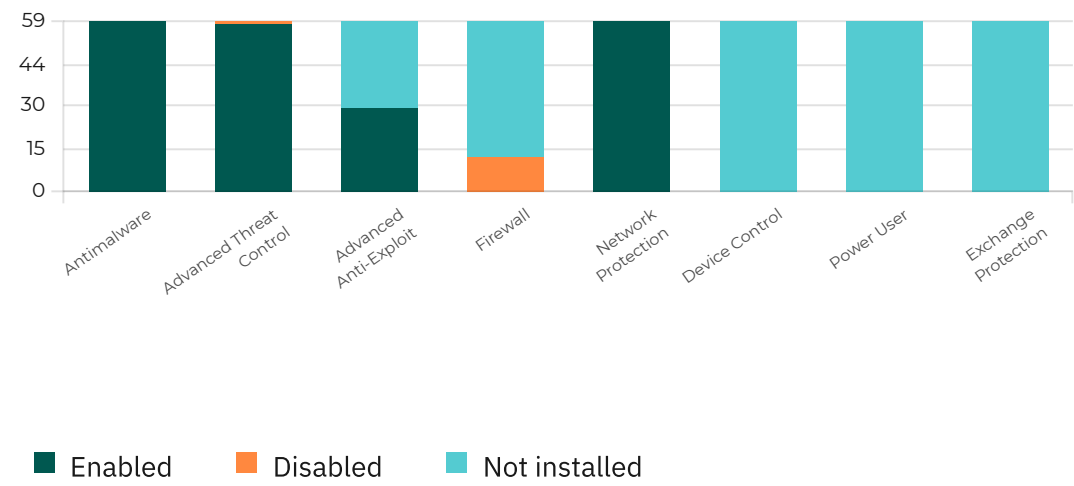
Blocked websites



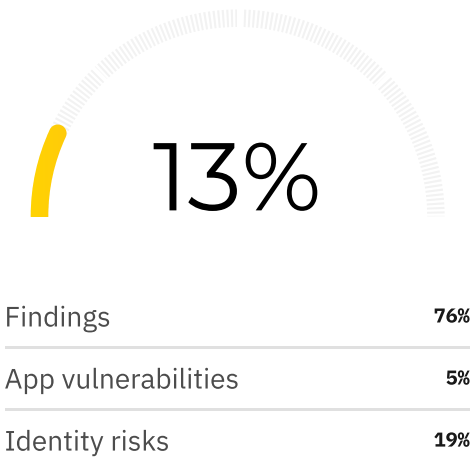
Blocked network attack techniques

Initial access	0
Credential access	0
Discovery	0
Lateral movement	0
Crimeware	0

Endpoint modules status



Company risk score



Endpoint modules status details

	■ Enabled	■ Disabled	■ Not installed
Antimalware	59	0	0
Advanced Threat Control	58	1	0
Advanced Anti-Exploit	29	0	30
Firewall	0	12	47

	■ Enabled	■ Disabled	■ Not installed
Network Protection	59	0	0
Device Control	0	0	59
Power User	0	0	59
Exchange Protection	0	0	59

Filter statement

Filters

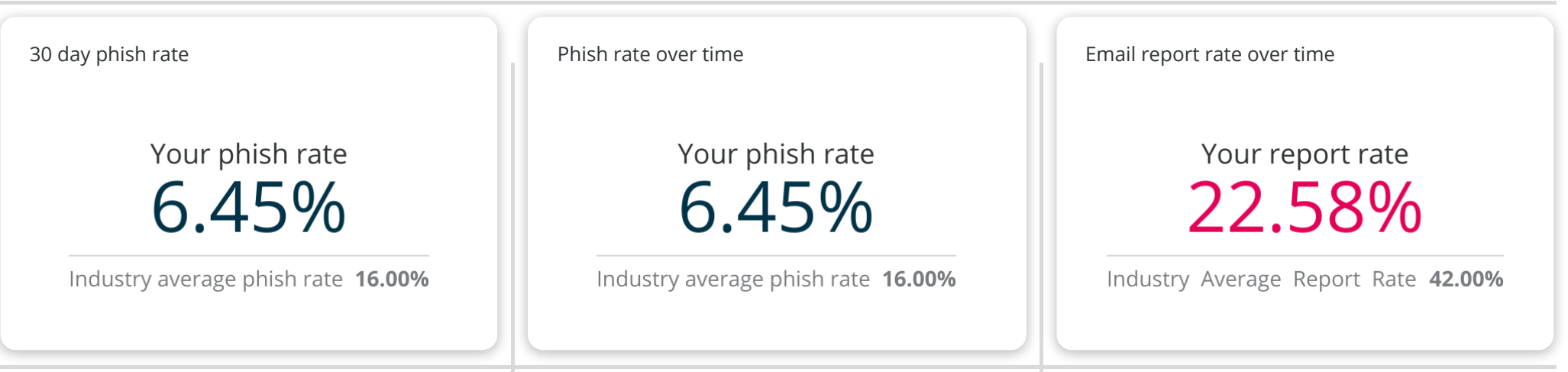
Days in Event Date

Today & Last 29 Days

Test Campaign

No

Security awareness training summary - Executive dashboard



Filter statement

Filters

Days in Event Date

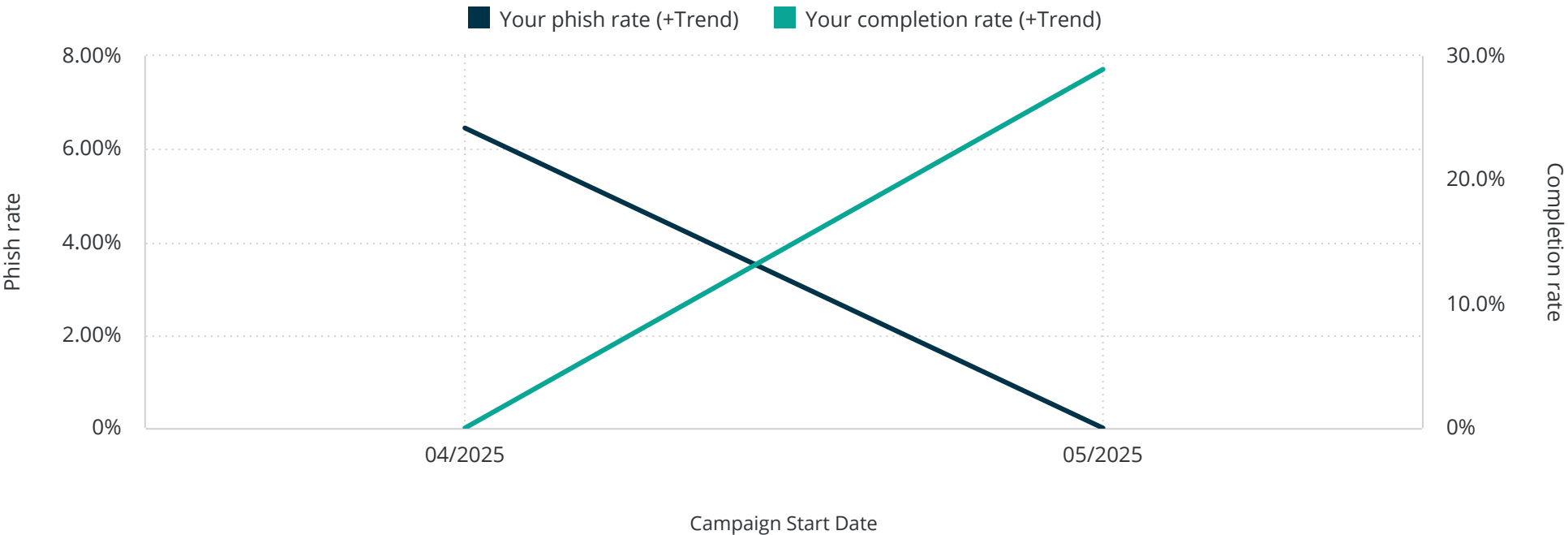
Today & Last 29 Days

|

Test Campaign

No

Phish rate and training completion over time



Filter statement

Filters

Days in Event Date

Today & Last 29 Days

Test Campaign

No

30 day training completion

Your completion rate

28.93%

Industry average completion rate 51.88%

Training completion over time

Your completion rate

28.93%

Industry average completion rate 51.88%

Training time over time

Average time per learner (minutes)

3.97

Recommended annual training time (mi... 60

Risk behaviors

Failing grades

learners with failing grades

8

Clicked events

phished events

2

Credentials entered

data entries

0

Incomplete training

incomplete training courses

86

Filter statement

Filters

Days in Event Date

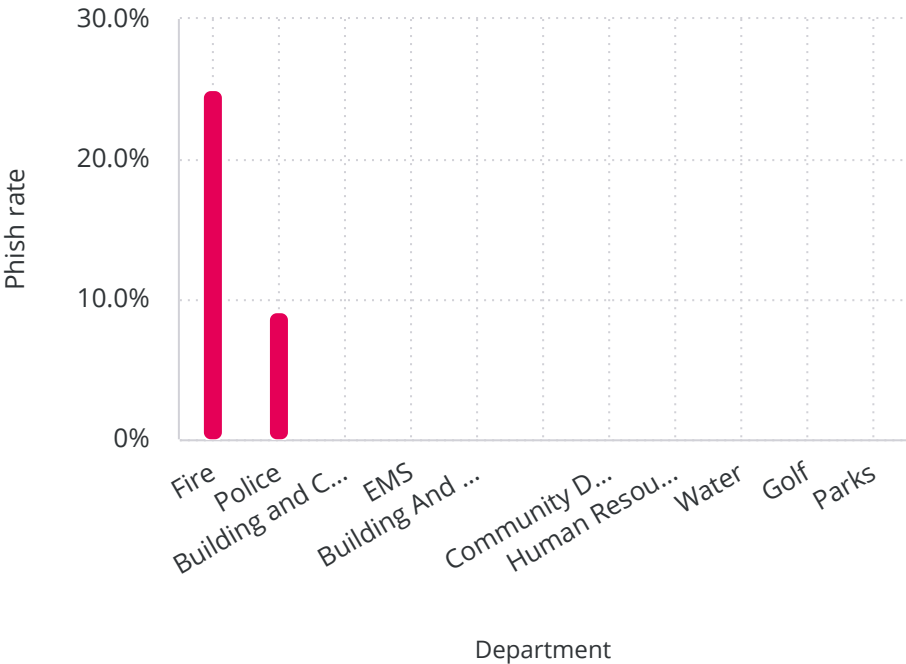
Today & Last 29 Days

Test Campaign

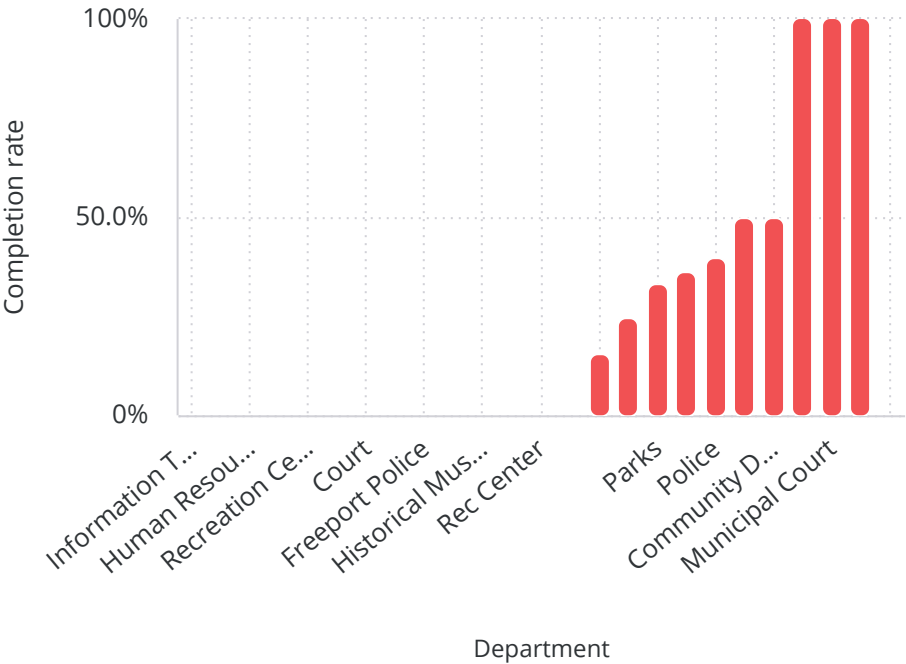
No

Lowest performing departments

Phish rate by department



AwareEd completion by department



Filter statement

Filters

Days in Event Date

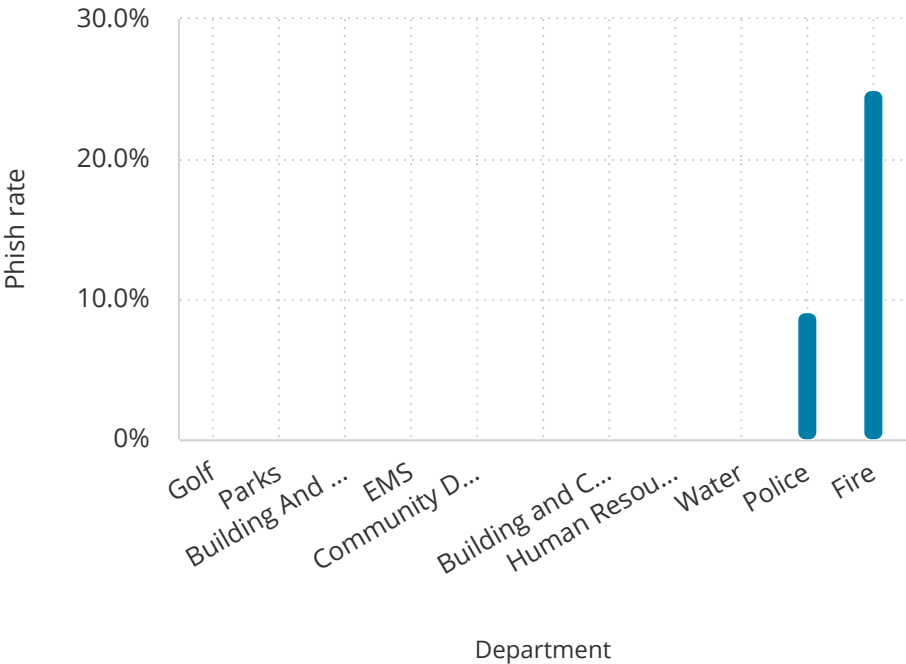
Today & Last 29 Days

Test Campaign

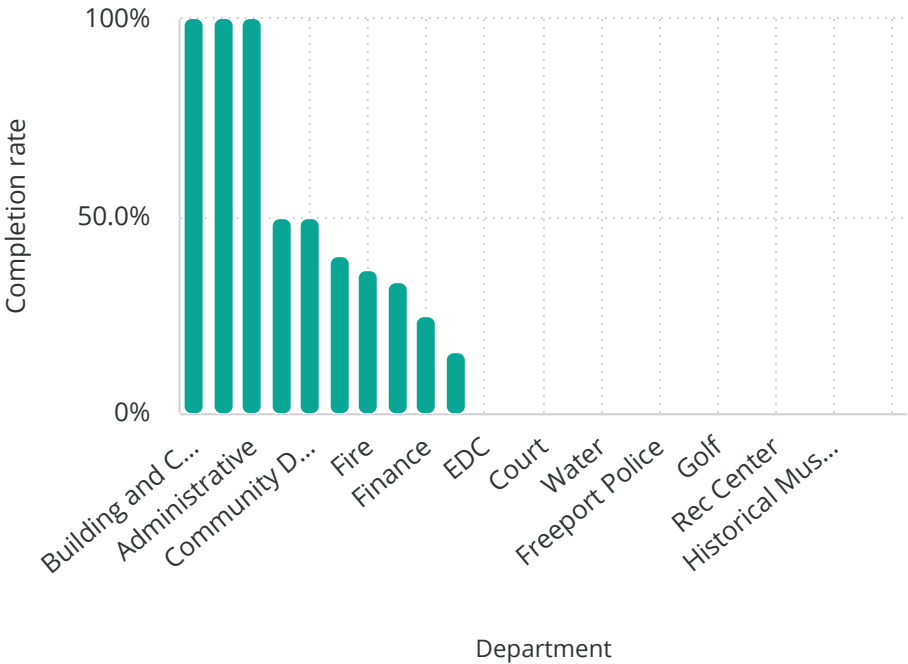
No

Highest performing departments

Phish rate by department



AwareEd completion by department



Filter statement

Filters

Days in Event DateToday & Last 29 Days

Test CampaignNo

Activity report

