



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, August 4, 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, July 15, 2025 and July 21, 2025-Clarisa Fernandez, City Secretary
- 2B. Action approving changing the date of the first meeting in September 2025 due to Labor Day Holiday to Tuesday, September 2, 2025-Clarisa Fernandez, City Secretary

2C. Action approving Resolution No. 2025-2941 for the Joint Election Agreement and Contract for Election Services with the County Clerk of Brazoria County, Texas and the City of Freeport-Clarisa Fernandez, City Secretary

2D. Approval of Road Closures for 15th annual KIDFEST-Wade Dillon, Museum Manager

3: Proclamations - Presentations and Updates

3A. Upcoming Events-Freeport Historical Museum, Shark Exhibit, May 24-August 13.

3B. Presentation of the Updated Proposed Budget Fiscal Year 2025-2026-Ashlee Hurst, Finance Director

3C. Discussion on City's Role in BWA Water Contract-Kenneth Hayes

4: Public Hearings

4A. **Public Hearing:** Updated Proposed Budget Fiscal Year 2025-2026.(Ashlee Hurst)

5: Business

5A. Consideration and possible action approving a report by the City Secretary regarding a Petition filed on February 13, 2025 on behalf of the Freeport Police Officers Association, requesting a proposition be placed on the November 2025 ballot to be voted for or against to read: For or Against Adoption of the Fire Fighters' and Police Officers' Civil Service Law.(Clarisa Fernandez)

5B. Consideration and possible action approving Ordinance No. 2025-2739 calling for a special election to be held on November 4, 2025 for the purpose of submitting to the qualified voters of the City of Freeport a proposition providing for or against the adoption of the fire fighters' and police officers' civil service law; providing for a joint election on November 4, 2025, with other entities contracting with Brazoria County for such joint election; providing for election precincts and polling places; providing for repeal; providing for severability.(Clarisa Fernandez)

5C. Consideration and possible action approving Ordinance No. 2025-2740 amending sections 48.320 and 48.321 of the Code, and adding section 48.326 to specify the due date of payments, implementation of a late fee, and disconnection fee, and disconnection dates and procedures to establish better practices.(Ashlee Hurst)

5D. Consideration and possible action to set the public hearing for the Fiscal Year 2025-2026 Budget.(Ashlee Hurst)

5E. Consideration and possible action to approve Resolution No. 2025-2942 amending the City of Freeport's Investment Policy.(Ashlee Hurst)

5F. Consideration and possible action approving Ordinance No. 2025-2741 for Budget Amendment #1 for Fiscal Year 2025.(Ashlee Hurst)

5G. Consideration and possible action awarding the bid to Mallard Underground Utilities, LLC for the Insta-Valve Installation project.(Rudy Ragle)

- 5H. Consideration and possible action approving the proposed 2025 Annual Street Lighting Plan.(Laura Cramer)
- 5I. Consideration and possible action to approve contract renewal for Disaster and/or Storm Monitoring Services Rostan Solution, LLC, and authorized the Mayor to sign the contract after review by the attorney.(Christopher Motley)
- 5J. Consideration and possible action to approve contract renewal for Disaster and/or Storm Recovery Services Ashbritt, Inc (Primary), Ceres (secondary), and authorize the Mayor to sign the contract after review by the attorney.(Christopher Motley)
- 5K. Discuss and Take possible action on Ordinance 2022-2672- and 2023-2820 (Councilman Pena/Councilman Davis)
- 5L. Discuss and take action to elect a Mayor Pro Tem pursuant to the City Charter Section 3.05 (Councilman Davis/Councilman Rossow)

6: Work Session

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

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

7: 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:

- 7A. Executive Session: Texas Government Code, Section 551.071: Consultation with Attorney: 1.) regarding Veolia and Contract Extension 2.) Police Department entering into a Memorandum of Understanding.

8: Reconvene into Open Session:

8A. Take any action resulting from Executive Session.

9: Adjournment

9A. Adjournment – Jerry Cain, Mayor

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

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

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



Clarisa Fernandez,
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 Tuesday, July 15, 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: Clarisa Fernandez, City Secretary
Ashlee Hurst, Finance Director
Toby Cohen, IT Director
Donna Fisher, Human Resource Director
Rudy Ragle, Public Work Director
Nick Meeks, Public Works Department

Visitors:	David McGinty	Melanie Oldham
	Nicole Mireles	Julio Aluiso
	Sam Reyna	Pamela Dancy
	Mark Parker	Con McCleester
	Carol Parker	Diane McCleester

Call to Order:

Call to Order - Jerry Cain, Mayor

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

Invocation - Councilman

Councilman Rossow led the Invocation.

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

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

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

Mayor Cain said there are empty seats on both sides of him tonight. He said Chief Howell is feeling under the weather tonight, and he expressed in today's world it is best to stay home instead of sharing it with fellow citizens, and so she elected to do just that and hopes she gets well soon but it is not going to stop

them from doing what they need to do.

Sam Reyna resides at 2002 North Avenue G. He said he wanted to thank Councilman Winston Rossow, Councilman George Matamoros, and Mayor Jerry Cain for keeping the Charter Review Commission intact. He said they have worked real hard the last five months, and it will take maybe two more meetings to finish their work. He said they have discussed adopting new ordinances, amendments and modifications of some, and appointing a new member to the Charter Review Committee at this point would have been a disaster. He said after the next two meetings, they will submit it to legal their recommendations for proper wording and make sure they are not above State and Federal laws. He said then submit recommendations to the Council for adoption or to place on the ballot for citizens' approval, appointing new members who would have forced them to review articles one, two, three, four and five again and are at the point of no return they do not have that much time. Mr. Reyna thanked the Council. He presented photos that show the corroded drain line between the handicapped and ladies restroom. He said it does not include the men's restroom and upstairs shower. He said that building is located at 1309 Brazosport Boulevard future truck stop, restaurant, or gas station. He said the draining pipes run from the front of the building all the way to the back so do the running water pipes. Mr. Reyna said he replaced the water line from the sidewalk to the meter but all drain line and running water pipes under the foundation are corroded he said plus the building needs a sprinkler system and needs another fire exit door from the dining room. He said Dino the owner of the building is not going to spend money to bring it up to code. He said the building is not safe for occupancy.

Melanie Oldham resides at 1206 West Broad Street. She said she was at the last City Council and Councilman Matamoros made a motion of four people to stay on the Charter Review and they are all concerned citizens of Freeport that is led by Ms. Nicole Mireles that may not be a good thing. She said she has been on that committee, and she knows what they want to do. Ms. Oldham said she was there to speak about Veolia. Ms. Oldham said she read all 86 pages of the supporting documents and thanked the Mayor, for putting those in there because she knows he is big on supporting documents. Ms. Oldham said she read the quote charges that Mr. former City Manager Petty and Mr. Olson came up with charges they are listed and to her they are trivial, but they got fixed some of them and they got a lawyer they explain if read step by step what they corrected and to her it is just like when Olson and Petty sat down and came up with all these silly reasons to fire or put on leave Ms. Chief Howell, trivial, trivial things they must have spent hours figuring out what to put down to get rid of her. Ms. Oldham said she knows there have been issues a few in the past with Veolia, but she would say at this late date that the Council all would be wise to keep them and work with them. Ms. Oldham said she is glad that the Mayor Cain and the Interim City Manager set up a meeting it was held because they had never sat down and talked but my God. She said to read what Petty and Olson claim they did, they did not. She said to the Council to just read it before making a decision tonight it is pretty clear that they tried really hard to get rid of Veolia and wanted to bring it in-house. Ms. Oldham said even though Rudy is really good, it would be tough to do it right Veolia has been with the City for 20 years and the last contract was signed ten years ago it is up in September. Ms. Oldham said she remembers when Mr. Meeks senior worked for them she lived in Ward A one time she had a sewer water leak and he went out there and they he had his guys dig it up and said those pipes are so old he looked it up and down and there were people that had breaks and said the City Manager negotiates every so many years with the head of Veolia, and they get a set amount of money that is all they get even if they want to fix the full pipe, they have to patch it. Ms. Oldham said a lot of it comes down to the City Manager negotiating with the head of Veolia, their hands are tied somewhat, but again, please, if the Council has not look at the supporting documents, read through what she calls bogus charges that Petty and Olson sat down and came up with and the company answers them very well she knows some of the Council have probably taken the time to read them, and she knows there are certain people that want to get rid of you Veolia any way they can but appreciates the Council listening and the people that are on the Council and the public that took the time to read through 86 pages of supporting documents, but it will tell the truth.

Proclamations - Presentations and Updates

Regional Vice President Matthew Johnson, Regional Leader James Carter, President- Central Region Michael Munns and Communications Manager Central-South David Heinzmann presented the attached presentation titled "Exhibit A" to the Council.

Jerry Meeks said he was part of Veolia. He said he came here in '96, and he has been there since '21. He said one thing is that if the Council does stay with them do not give them a ten-year contract. He said they want to write a ten-year contract. He said he had been there and done this and they want to tell you what they are going to do and have to watch out on all the additional costs that are going to occur from them all, they need a backup, a backhoe it is being done for the City of Freeport and they need to pay for it. Mr. Meeks said do not get him wrong all the chemical stuff all that sounds great. He said they said they are going to incur the cost, make them stick to it but in the long run they are going to have you in the agreement they make for ten years; they are going to have you paying for all the chemicals, paying for the lights and everything else. He said there is no incentive for them to save power because you know what the City is going to be paying that is what it is because this is the City of Freeport, their vehicles, the same way they might be charging now for vehicles. Mr. Meeks said all this extra help they are going to bring in there is going to be a charge to it. He said they are not going to suck it up. He said to the Council they are being charged right now right at \$3 million a year for their thing and it is not just a year and a half, he is talking four years. Mr. Meeks said they did not really have a project manager there, they came and they went. He said they said they called him and he was in Oklahoma. He said there is nobody here running the show. He said if you want a meeting, call up and say you want a meeting at 2:30 can you be here and they say oh no, I am out of town right now, can we do it tomorrow, the next day? Mr. Meeks said because they are not going to be on site. He said you need somebody to run the show on site if you are going to give three years and then look at it again. Mr. Meeks asked why not give it to the for three years? He said and see what the City can do. He said they can even do it for two. He said the thing was for an RFQ (Request for Qualifications), there are other companies out there. You can ask. Mr. Meeks said for budget reasons he does not know what the City has for the budget but use the number they gave last year. He said yes, R&M is going to be out of sight it is going to be. He said he saw the City's slide show and are going to show you the stations 1 to 17- it is a small little thing has one two inch grinder pump in it give or take eight houses. He said if you look at that picture close, there is a goddang two inch trash pup sitting outside the doorway. He said you know what you go out in the morning, fill it up with gas, crank it up do not come back to the next morning he asked where is the pump? He said the pump might have been \$1,500 and is sure it is going to be billed to the City, but it is \$1,500 sure all the other stuff is high-dollar, but they are not doing the little things they are showing a picture of a leak right there in the wastewater plant coming off the trickling filter side. He said look at the cattails the cattails do not jump overnight been there a long time they had not fixed the leak. He said look at the R&M list that they give the Council if they do not see them the accounting department does. He said look at that list and asked how many contractors they called in? He said they called in contractors to repair water leaks sometimes it was like a daily charge or something. He said how much do you charge me for a crew for a day of two days. He said \$8000- \$10,000. He said okay here is a list of leaks. He said the crew was supposed to be doing that it is what the crew does. Mr. Meeks said it is the same way with electrician. He said you do not see a bunch in the past electrician part. Mr. Meeks said he did a lot of it. He said he admits that he did a lot of it and when he got in a tight spot, he would call an electrician up and said, hey, what do I do here, before he got him out and that was taken care of. Mr. Meeks said Veolia does not have that relationship, but the City does and some of the City people do. Mr. Meeks said and you are going to get the same employees that are out there now and Veolia is going to say they are their employees. He said he promised nobody wants to go to New Jersey and pay their own way to get there. He said the representatives from Veolia know nothing and none have been around Freeport and they are not even from Texas.

Mathew Johnson said there was a lot of passion there and appreciated that. He said for clarity and to let him know if he missed anything. He said regarding the third party contractors that come up over and over and over again in the last year and a half, especially the last six months they have lost a few employees to the

City for reasons that are unclear to them and doing so they still have commitments to the City as well as the City Council there to provide the service that they signed up for. He said they had engaged third party contractors at zero additional cost to the City to meet the obligations of their contract. Mr. Johnson said he financially it has always been a hard time and destroyed financially here for the last six to seven months because of the needs he has had to rely on third party contractors, because he cannot keep losing employees over some challenges that are happening within the City that is unfounded. He said he is welcome to review the financials accordingly and wants transparency and want to show everything. Mr. Johnson said he has been hopefully consistent showing seeing that. He said as for the cost and the other items there, the investments that we want to make in Freeport is for Freeport in the end Freeport owns these assets and they do not own it, they are just an operator looking to invest into the assets that are kept afterwards. Mr. Johnson said if the City wants to go to a different vendor at some point, take it back in-house and these are all assets that the City now owns that allow to operate more effectively and cheaper. He said so first off, there is no additional cost to do the upgrades they are talking about and secondly, the City keeps the upgrades to run the plant more effectively and more efficiently down the road to a lower cost for the City in the long term.

James Carter said he was here personally for 21 months after him, Joe Thaxton was here for roughly 13 months and after Joe, Brandon was here and has been gone roughly ten to eleven months, and Don Martin has filled in his vacancy whenever he can at times but there is not a project manager on site, but there are operations supervisors here on site. Matthew Johnson said they have lots of experience with the system and also as the Council saw in the chart from a few slides ago they have an 8 PM figure moving forward and have not had a person actually named that they want to bring down here but given the thing it is called for the hostility that is occurring here currently they were a bit hesitant to bring in more bodies to be then stolen to the City. Mr. Johnson said they had been waiting and wanted to have this meeting, this discussion, to be able to discuss a path forward to work together and invest their personnel in.

Julio Aluiso resides at 826 Slaughter Road. He said he has been in Freeport for a long time, and he thinks it is time for change. He said they see their charts and stuff they put on there, but he does not think the improvements come in fast enough for the amount of time they have been here. Mr. Aluiso said when managing anything, you do need someone in-house to take care of issues that do arise. He said there are issues all the time with the water on the street where he lives. He said they make repairs and do certain things, but it is just like an ongoing thing, it is time for a change. He said to the Council to not be afraid to let someone else or let the City take over and see what they can do it might surprise them. He said they have a 20-year contract that they have gone through, and they have been here for a while, but he has not seen any improvements it is time for Freeport to improve with the water system.

James Carter said the pumps that they originally were removed out of 15 were given to a vendor, and they found them. He said he can not remember 16 or 18 months later in storage at Angleton after they were tracked down.

Nicole Mireles resides at 2002 North Avenue G. She said she hears all these comments. She said she works for Dow and has been at Dow for 47 years and she deals with projects and they bring vendors and contractors in, and you have to be very specific on what you are going to offer and not just say they are partners and can do this. She said to the Veolia staff they are the professionals and the experts. Ms. Mireles said for us to be having this kind of issue for years, back in the day it is not for anything but when Jerry was here, Jerry would not even hesitate to give you his number if you stopped him on the road he was always there bringing his backhoe or whatever the case may be it got done and it got fixed. She said talking about the pumps that have been over there for 18 months or whatever, she asked Veolia staff where the supervisor on site? She said that should never have happened then the City had to foot the bill. Ms. Mireles said we need to pay attention to what we are doing it is kind of like Mr. Aluiso said to the Council to not be afraid to venture out somewhere else there might be something else out there that is just her personal opinion. She

said she sees it and she deals with it at the plant and this would never happen but that is her take on it.

James Carter said just to answer about the 18 months on the pumps he was the supervisor on site and they were given to the City. He said he gave the pumps to the City as per direction from the City and they were going to take them and rebuild them and they never got them back from the company they took them to then they were tracked down. Matthew Johnson said Mr. Carter asked for backup and for clarification the slide there speaks for it and those are the receipts, those are the work orders and it is the actual backup showing and proving everything they are saying if anything this was circulated ahead of time this was circulated back on Thursday and this is something that has not changed and knew this was going to be a topic for discussion hence why this slide was prepared. Mr. Johnson said they can review it more detail and the promises were having are detailed and looking to putting in a new SCADA system putting in a new disinfection system these are all systems that we have experience with and can do a lot cheaper because of our size and buying power. He said a great example is INC on the SCADA work and the agreements with Allen Bradley allow him to buy gear at 30 on the dollar and these are savings he said he can push down too on to the City to do more to make that dollar stretch. Mr. Johnson said this is where they want to do more for the City this is where their frustration or confusion lies is that they understand the idea to try to take on more in house but unfortunately, in this last year-and-a-half project after project, it has not gone well that is why they have been wanting to get the attention of the City Council there for such a long time to raise this red flag or raise this concern, because right now they recognize the financial constraints and seeing these mistakes occurring over and over again.

Councilman Rossow said Mr. Meeks is saying that there were not any supervisors and Veolia staff was saying that there was he asked which one is it? James Carter said Eddie Ruiz is operations supervisor on record, and he has been here for 30 years. Matthew Johnson said he was given the promotion title he is not sure exactly when but he has been a 30 year plus guy who has been through the systems and knows the systems very well here. He said he is the name supervisor for the project and they have a named PM ready it is just with the struggles that have been incurring here in the personnel challenges with the City have been hesitant to having a person that they see as valuable coming down here and then walk into a hostile situation and frankly, that is not fair to them it is not fair to the project. Councilman Rossow said asked if he had said Eddie has been the supervisor for a year and a half? Mr. Carter said at least a year. Councilman Rossow asked how long has it been since Mr. Meeks has been gone? Mr. Carter said four years then he was here a month after that for the next 21 months himself and followed by two PMS after him. Mr. Johnson said going back to communication, one of the things that Lance mentioned a year ago to this point was that the PM down here Ian Brennan was not working out about a month went by 30 days later parted ways with Ian because that was communicated to them that was not the right dynamic and were listening and made changes, same thing with our another crew they also recognized and heard what the City was saying and made changes. He said that the requester wanted them to have this engagement came when the City was not listening to them, and they were listening but were not being listened to and that is the challenge and that is the issue they have there.

Councilman Matamoros presented the attached presentation titled "Exhibit B".

Matthew Johnson said what they are looking for is communication. He said they appreciated Councilman Matamoros' enthusiasm towards this and passion and ask that perhaps they can explore that and use it together in a more fruitful way. He said he does appreciate and sees the passion and he does think there is opportunity here for them to use that for the better of the taxpayer and for the City here and so forth. He said this slideshow that was presented by Councilman Matamoros they had no vision of and asked if that was typical? He said he knows they had some of their stuff in by Thursday and was surprised to see this document made it prior without them even seeing it. He said he was just kind of just wondering why or how that happened. He said one of the things that he wanted to do is last week, over a week ago and said there were some comments about things that they are failing to do, things that were concerning and one of the

slides he wanted to actually bring this up. He said one of the comments that were made last week was Veolia fails to own a camera truck, fails to have a push camera, has no means to TV anything. He said their camera truck is right there and said to Councilman Matamoros if he wanted to tomorrow they could get coffee tomorrow in the camera truck and could show how the little thing works and how they use it in the system. He said the challenge they are having is that he knows he is very excited on this, and wants to see change for the residents and appreciated that, but wants him to be able to work with the facts of what is actually happening and that is where it is very challenging for them to be the best partner for you when working with misinformation like this. He said like he said to go to the records of last week's meeting they reviewed the whole video, the whole meeting they had last week on Monday and the statement was, there is no camera truck, there is no pushrod, there is no way for them to see what is hidden inside that line and, well, it is right there and said he welcomed Councilman Matamoros and asked him if he wanted to see it tomorrow they can get coffee and spend time in that camera truck but that is the part that he wants to work with and be aligned to share that passion together on the right items. He said another item that was mentioned last week, generators. He said Councilman Matamoros just brought up again the generators, and last week the criticism was that they were not maintaining these generators. James Carter said he talked to an operator at Slaughter Road and did not know how to operate the generator and well there is no generator on site and there has never been a generator on site at Slaughter Road. Councilman Matamoros said he did not say that there was not a generator he said that whenever they lose power there is no way to have water he said there was a generator that was there because that is what he had been told and seen that has not been on in years. Mr. Johnson said what he was trying to highlight and show here is that he wants to work with you and give you the information to share the passion together to do the best for the citizens and for the residents. He said what he is here is a systematic pattern of information that are probably not seeing the full picture on, and want to work with you and share that with you to make the right decisions and work with the City as a singular unit. He said he can dive into one by one of all the comments were made but does not think it is beneficial but he is here at Council's disposal. He said he does not fly out till midday tomorrow, and they can go through one by one, spend time together and in person to show you what they are actually encountering and how they can work better together. He said that is all he had been asking. He said he has asked these last seven months, and it was not allowed and were not able to do this, so try not to make this a back and forth. He asked Councilman Matamoros to take his passion and enthusiasm he has which is very agreeable, and work with them towards a solution that is the best for these people here in the room. James Carter said he would just like to make a comment on 2012 he believed is what Councilman Matamoros said the SCADA system that City purchased. Mr. Carter said he arrived here in October of 21 and the SCADA system that was installed in 2012 he walked in and looked at the screen it is that same screen today. He said he knows for a fact that Lance, Mr. Kelty, people before them have been working with whomever the vendor was that the City paid for this they never came and got it right it has never been right since he got here it might have been purchased in 2012 that is the first he knew that is when it was purchased, but it has never been online and everything appears to be full, the pumps seem to be running or this one off, but it does not work. Mr. Johnson said it is kind of like the meter project it is not about the actual compare as the software it is kind of like your phone, Apple it seems like every three or four years the out date phone he said his phone nothing was wrong with it but they change the software's and makes it antiquated that way. He said this system from 2012 is two iterations of anything so passes a useful life. He said he wants to make this fruitful, engaging to answer the questions the Council has and when they have a lot of false information being passed their way as accusatory they do not want to go one by one, they want to find a way to work together to the solution that makes sense that is helpful for moving forward. Mr. Johnson said he does not know what is best how to best addressing these comments and want to give the opportunity to do as the Council see fit. Mr. Carter said to the Council they are going through the budget right now and have been through it with each department. He said he knows for a fact since February of 2022, February 2023, 2024 and 2025 he himself along with some of the team that they have all around, work together to give the City a strategic plan or an ACP, an annual capital plan of things that they say needs to be fixed and they put all of the lift stations in and categorize them 1 to 30 and say this is worse, and the only thing in four years that he knows of that the City has taken out the manuals is the three lift stations a year plus ago, they took them out

of there and fixed them other than that Mayor Cain used to receive the manuals every February. Mr. Carter said they have done their homework and have said what does not work. Councilman Matamoros asked Veolia staff to answer why the SCADA system they have been in charge of the system since for 20 years, and that system since 2012 when it was purchased brand new, has never worked and asked why? Mr. Carter said he does not know about 2012 he was only here in 2021. Councilman Matamoros said that is the company. Mr. Carter said the previous management City Manager and Mayor told them they are handling it that the City actually hired and brought somebody in and paid and they never came back and finished wiring it up and all that and that is on the City and knows that for a fact. Councilman Matamoros asked how does Mr. Carter know for a fact if he was not here? Mr. Carter said when he got here in 21, when the City, Lance and Mr. Kelty then move forward with a contractor to get the new system the City had paid for them they came down and worked two or three days would come back and then they never came back and finished it. Councilman Matamoros said so between 2012 to 2021, Veolia has been in charge of the system and asked how come they have not gotten it working? Councilman Matamoros said that is on Veolia. He said they have given them control of the system. Michael Munns said they do not have an answer none of them were here so an apology is in order, it is not operated. He said Matt had spoke to a solution for that out of their pocket to make things right and to move forward so that is an alternative there and what he thinks James was trying to stress is it is not just Veolia and not just the City, it is a partnership they operate the system and do not own the assets they operate them, advise on repairs and maintenance. He said he does know there is a discussion about the overage on the repairs and maintenance that happens when assets are not capitalized they have ran past their useful life then submitted on a capital plan to be replaced, not replaced and they do their best to continue to keep them running because he promise every one of those guys that come out and gals with their Veolia on their shirt, are there to support these folks here in the room they are doing their best every day with one hand tied behind their back, trying to use R&M funds to keep a system operating. Mr. Munns said they are still as committed today as they were yesterday, or any other day and need a partnership, and as the owner of the assets, those plans come forward to say this needs to be replaced but it is not exactly fair to tell them they owe a brand new system when the City has not financed to recapitalize it for several years. He said they can maintain it they have been doing that and keeping things operating but it results in a lot of problems by boil water orders from water main breaks, those pipes are passed their used for life. He said they need to partner with the Council and replace them, add valves, broken valves beyond their useful life, these are not things they do as an operator of the system, but they advise they can do it but over the past 18 months under the administration before now, they took that away from them and so now their other hand is tied behind their back and promises that this team he has talked with them on the phone and has been involved when these emergencies occur because these messages come all the way up the ladder. He said they have a team that helps to handle those situations, ensures that the Department of Environmental Quality is notified, that those boiling waters are going out a boil water order issued is a warning to the citizens out of care to say there is an issue and need to be aware of it and take action to prevent illness, it is not always a bad thing you have system pressure loss and so they are adequately educating the community to say, hey, the water needs to be tested, do not consume it, boil it, and when they have confirmed those results and the water is safe, you may resume drinking water so it is not always a bad thing but he understand they are a nuisance and believe him they will do everything they can to avoid them that is a normal mode of operation when operating water systems, when you lose system pressure. Councilman Matamoros said correct and Mr. Munns just made another point that he was going to also talk about—valve maintenance. He said we have so many valves throughout the City that are seized up because there is lack of maintenance and again, that falls on Veolia because we say, hey, here is our system, they seize up and asked where is the maintenance? Mr. Carter said again in that ACP or strategic plan, there is a program in there for replacing the valves to be able, like Councilman Matamoros mentioned earlier, isolate the system and he is correct there are some places in this town you cannot isolate and might have to go three or four blocks down this way, three or four this way but if they have a leak now in a certain area they are putting a valve in as they fix the leak, put the pipe back in or have valves but there is in that ACP and again was told to hold off on that but when we have leaks or breaks we are installing a valve back now. Councilman Matamoros said what he was trying to say is how come they have not been doing the

maintenance, that is the biggest thing, is the maintenance it has not been done. Mr. Johnson said two and a half years ago the City sent a letter of nonperformance from Olson and Olson and believes one of them was talking about maintenance and did reply and showed that they have been meeting the needs of maintenance for the City and have actually yet to receive a response from the City from said letter which requested about seven months ago a response a bunch of accusatory items, things that they had concerns that were being set against them and clarified, asking for them to discuss it, go through it more that has been silent since and still have not seen anything so it goes back to and he is not trying to be repetitive but it is about the communication and them wanting to work together has been very challenging in the last iteration here with within the restructure there within the City to have that and this is an example here where you want results, want to know things, and want to have information that is what they want to be able to share with the Council but there has been restrictions put on them that do not give them the ability to do so, because it is not being shared within the Council.

Councilman Davis thanked Veolia staff for the presentation, for the transparency. Councilman Davis said to Councilman Matamoros that was a good presentation he had but that was not even in the packet and just bring that out and not put that in the packet and not give people the chance to answer to have answers to his questions. Councilman Davis said that is our problem here in Freeport. Councilman Davis said to Councilman Matamoros he is always laughing over there, because it is funny to him because he has been one of the ones sitting up there lying to him about what they are doing. Councilman Matamoros said to Councilman Davis he was attacking him over issues, and he is showing the deficiencies. Councilman Davis said he has been trying to get a meeting over nine months or so and get the whole Council, the City Manager to meet with Veolia and if this was so much of a problem they have been sitting there and he has been there over a year and they have not met with these people and sat down and tried to come to a conclusion to this problem how can they fix this problem. He said they have not sat back and seen that it has been no communication there. He said he has been there a little over a year and now they are up there all aggressive and look at this problem and look at this problem. He said they had plenty of time to come there and meet behind closed doors over there and address these problems. He said he has asked and the Council knows he has asked about it. He said the Council gave him the input on what they thought about the situation and nobody wants to meet with them. Councilman Davis said this is how you solve a problem if there is a problem, you call, if you got a problem at your job, because Councilman Matamoros made it a point in his presentation if you do not do your job, then you get in trouble not a supervisor, well, if there is a problem, the Council is the supervisors, call the employee in and say, hey, look, this is getting out of hand. Councilman Davis said he is in a position now they voted on some meters don't nobody want to talk about all that but they voted on the meters and were only told there was only one bid, now they voted on \$3 million meters so that is on him he takes accountability for that, if that is wrong. Councilman Davis said every time if you go back to look at meetings, there are a lot of bids that come in, and it is said that it is only one bid and now these people come in there and say they presented a bid for \$2 million and 100 free installs to see how it work and heard nothing about that and are not taking no accountability in-house and that is what has got to stop. He said some of this stuff, and it is right they got to clean up better and they got to do better on some of the slides Councilman Matamoros had but that is not all facts. He said it was not all facts and that is what confuses everybody when they are throwing stuff in and they are not facts. He said that is because there is no communication with that side and their side. He said they know they have not had any communication with the City Manager part so that is why they have all this information, and nobody wants to get both sides of the story that is what has to stop there. He said the pump situation every time he brought this up to have a meeting that is the first thing they talk about some pumps 15 over there by McDonald's every last one of the Council, that was their main thing: these pumps. He said well come to find out, they were not even in charge of fixing the pumps the pumps got taken from them by the City, taken somewhere else which they had even suggested that they be taken to somebody else and let somebody else fix it and pumps disappeared so they have bypass pumps that the City is paying for but that is their fault, the pumps come back not fixed, spent hundreds of thousands of dollars buying some more, and pumps are still not put in but say that is their fault. He said the pumps still over there, sitting there he said that is taxpayers' money

just sitting there because they are not being transparent. Councilman Davis said all of these pipes and these leaks up underground how old are these pipes under the ground? How long does it take us? He said it is going to take time to replace these pipes and they are going to leak but asked if it is Veolia's responsibility to buy new pipes. He said just a lot of this stuff could have been avoided and could have been worked out and now, you are at crunch time, and they are sitting there trying to point the finger at everybody and same back and forth everybody has got to point the finger now it is crunch time. He said the Veolia staff got to point the finger at the City and the City has got to point the finger at them. He said Councilman Matamoros got to put out what he saw wrong and Veolia staff put their presentation out there for everybody to see, and if you had any questions, then you could see it and be ready for the meeting and they come in there with a surprise slideshow still trying to do some slick move. He said they got to be transparent and have to do better. He said they wasted a lot of money and nobody wants to be held accountable for it. He said he just wonders what he hears they both have made some mistakes and but if you are not communicating and you are not working on, how to fix the problem, then that is how all the grass and the weeds grow because they do not sit down. He said they got same thing in house and have to fix our own house and they are out there trying to take over something else and it got too much going on.

Councilman Pena said there are so many different ways they can slice this. He said he does not know how many people are online there tonight watching this, but this is probably one of the most important decisions for the City so he wants to thank everybody that came out and showed their concern but he knows there are a lot of businesses that are hurting and there are a lot of families that are hurting, and obviously it is costing the City a lot of money and he thinks he always hear the phrase mistakes were made and the question he has is could they have been avoided? Were they on purpose? Councilman Pena said quite frankly, tonight was not even supposed to be about this so originally a couple of weeks ago, they had a budget meeting and it was himself and Councilman Davis and all the directors, and that was one of the most positive meetings, constructive meetings, all the directors were there. He said he wished the cameras were rolling then, because then you guys could see what real dialog is versus finger pointing and blaming, big difference but instead tonight they are set up in this particular forum where it is just finger pointing and blaming and it just brings him back to what he always said it starts at the top. He said so he wants to make sure that he play a little, he did not get his PowerPoint presentation into Mr. Cohen, but he did have it on his phone, so he wanted to show his slide but he wanted to make sure that you guys heard his slide because this is really where it starts. Councilman Pena played an audio. Mayor Cain said to Councilman Pena the difference between his slide and Councilman Matamoros was on topic the entire time. Councilman Pena said this is entirely on topic and said to Mayor Cain to let him make his point. Councilman Pena said to Mayor Cain he wanted to dictate his narrative and so just tell him not to speak then, because that is what Bass did and it is understanding that is what Bass does he tell him what to do. Councilman Pena said to Mayor Cain to stand on his own feet, and allow him to speak and that is what he got elected to do. Mayor Cain said to Councilman Pena he was going to allow him to speak, but he want him to keep it on topic. Councilman Pena said this is completely on topic, just the same way, last week when they talked about the budget, when Councilman Davis said, hey, we are talking about the budget, of course this is relevant. Councilman Pena said this is about leadership and this is about accountability, this is about mistakes, whether they were purposeful or not. Mayor Cain said this is about Veolia. Councilman Pena said yes and this is the point. Councilman Pena played an audio. Mayor Cain said that is not on point. Councilman Pena said he hope they started enough exposure there in transparency to figure out one thing it starts at the top and what that audio proved is that Lance Petty collaborated with Jerry Cain to shut down the City's businesses, to shut down the City's budgets and projects and departments. Councilman Pena said to Mayor Cain if he wanted to gavel somebody down, gavel the audience, so that he can speak respectfully and said if you do not like what he has to say, you do not have to be there and can watch it at home, but you are going to sit there respectfully, just the same way they sit there respectfully with you guys. He said they are supposed to be trying to do this together. Councilman Pena said his point to this all is that here is the ugly, dirty truth, you heard there was an agenda request on December 31st by Councilman Davis and Councilman Rossow, because they got notified that there was a letter that went out to Veolia, which Veolia staff just came out tonight to say they have never received a response, that

is true but let's talk about the dirty truths beforehand and he mentioned this briefly at the last meeting this all got started in August because basically the City did not want to take responsibility for that pump station at 15 they did not want to talk about how the money that was needed to pay for those pumps were at the fault of the City and what Lance's role was and he sent that off to another contractor when in fact the contractor they should have been fixing it was in fact supposed to be Veolia so then Veolia contacted the Council in August of 2024 for about ten months ago or eleven months ago now and that is where all of this began. He said this became just a big personal vendetta by Lance Petty against Veolia for speaking up and defending themselves to clarify the record that in fact, they were not at fault on this one issue, on this one issue where there is smoke, there is fire, they did this. He said the sad truth of the matter is that there was so much more going on that was wrong and so what happened was, is that out of revenge, Lance decides he is no longer going to talk to Veolia and guess who he was talking to at the time? He said every time they have been made aware of any communications that Lance had with Council, it was with Jerry Cain and Jerry Cain knew about the modus and the planning and the non-communication with Veolia, because Veolia then reached out to every Council saying, hey, they are trying to get a meeting, they are trying to get a meeting and would like to communicate and would like to solve this problem. Councilman Pena asked how can you solve a problem when two people are not talking? He said when one person resigns or one side decides to refuse to communicate, but instead sends illegal threatening letters and pretending that the City Council actually approved that letter to terminate the agreement with Veolia and that was completely untrue and it was illegal, in fact, by Petty to do that. He said what ended up happening was and the Mayor was cc'd on that, and he said he was sorry he did not get to put together a nice little wonderful PowerPoint presentation here because he did not think they were going to get into all this, but he has those receipts to those emails where the Mayor is, in fact, cc'd where all of Council is cc'd and Olson and Olson. He asked guess who is not there? He said Olson and Olson and Lance Petty. Councilman Pena said they want to clean house, want to get rid of Veolia, no, that is not where it starts. He said on our side. He said he knows you might have personal relationships with these folks, but you do not have the exposure to them that he does. He said you do not have the exposure to them that the rest of the Council has, because they see the dirty underbelly of mischievous and illegal deeds and so he tries to make it transparent so that everybody sees it. He asked and what does he get for it? He said he gets attacked, he tries to get silenced. He said they got the Pena rules and the agenda rules. He said it gets worse than that though he gets attacked and assaulted. He said the former Mayor tried to assault him, Councilman Matamoros short tempered tried to attack him too. Councilman Matamoros said lies. Mayor Cain said to Councilman Pena to keep it on topic. Councilman Pena said it is entirely on topic. Mayor Cain said to Councilman Pena he was way off at this point. Councilman Pena said it is so bad that Councilman Matamoros has such a bad temper that people basically tell. Councilman Matamoros said pure lies. Councilman Pena said that the sun is up in the morning, and that comes from pure light. Councilman Pena said to let him finish. Councilman Pena said to Councilman Matamoros, they have a group of professional men there tonight saying, hey, let's work this out. Councilman Pena said they have been trying to do that for nine months before that, they were actually looking for the Council for help they just wanted to set the record straight but because you refuse because somebody tells you who to hate and who to attack and your mind is made up. Councilman Pena said there are residents there who have been victims of that, not just him and in fact one of the executives from Veolia was verbally attacked outside these chambers earlier this year. He said he had left, but there were witnesses and one of them was an officer and he does not see that officer there tonight, but they reached out to him and confirmed that it happened. Councilman Pena said Veolia executives were too polite tonight to point that out tonight. He asked why? He said because they are not trying to place blame, they are not trying to just muddy up the waters, they are trying to be constructive and that is what they need to be. He said they need to be constructive and honest with themselves and with the public. He said something else that happened along the way in these nine months and wants to go back to 2022 and 2021. He said you may have heard the very polite way of saying there was issues that kept coming up and that is how Veolia was bringing it up and they were being polite and he appreciated their professionalism and their courtesy and their politeness, but needs to make sure that the public knows and understands what the truth is and that is when you are over here trying to say, hey, we are going to bring this in-house because you guys can not handle this but in the same breath you are stealing

their staff, you are poaching their employees, that is pretty crazy. He said if you do not know what you are doing, you should not be poaching the team that you are accusing of not knowing what to do, should probably go get some other people, but no so it is kind of hypocritical, it is dishonest and it is very revealing on really what those individuals know. He said to let him go back to 2020. He got elected in 2020, December of 2020, on a runoff in 2021 he sat there, and said he was just curious to see who was still in the audience. He said there was one Councilman there who, for whatever reason, actually, he does know because residents from the Concerned Citizens gave him a whole bunch of evidence to investigate him and so he also then decided not to like him and attack him and disparage him but what is crazy about that that Councilman was Troy Brimage and you guys know him he ended up owing the city over \$200,000 and his point is and asked do you know that as much as Troy Brimage did not want to work with him, they actually agreed on one thing in the two years that he and himself were on Council together. Councilman Pena asked Mayor Cain if he could gavel the comments in the audience he has been hearing comments. Mayor Cain said he has been listening to comments for the last ten minutes that are not on topic. Councilman Pena said they are entirely on topic. He said his point was that in 2021, Troy Brimage and him agreed on one thing, and that is that the City was completely unqualified to bring it in-house to bring in the water system, the wastewater system, the sewer system, none of it and at that point, everybody was pointing at getting rid of Veolia and so the conversation was had well, what is going on here? Who is in charge? He said so the Council decided then they met with Veolia and they said, hey, listen, we do not like who you have here, your boots on the ground and so they got their lead person out of here so that they could stay here with the agreement then that they would give a list, fresh faces and, they would start addressing all the issues well, so that happened and he thinks that is they got Mr. James Carter and so that happened until 2023 and there was another conversation they had they had it up there and unlike this meeting, they talked about Veolia's contract in executive session and was not sure that that was even legal, but Olson and Olson said they could do it, so it has got to be legal, right? Councilman Pena said no, but they are there on the second floor of the police station and what happens they decide well he actually said they should get rid of them if they do not start fixing all the items and if they had a list of all the items and said to get a list and if they want to cooperate, then they will keep them on their contract because they had two years left on the contract and the issues were addressed and the plan was they do not want to eat the last two years of their contract because they did not have anybody to replace them in-house and so they said, well, let's at least try to see if they are going to work with us and they did, now, he is not there to say that there were not other problems, obviously, there are a whole bunch of photos of a lot of mud, a lot of swampy water, a lot of tall grass, a lot of machinery it can mean whatever they want it to mean but could just tell you this is that what bothers him the most is that this is the dishonest dialog coming from the City. Councilman Pena said he is just a resident there that wears a funny hat and the only reason he wears this hat is because it gets cold in there, and sometimes it keeps him warm. Councilman Matamoros said that also does not pay his Hoel Occupancy Taxes. Councilman Pena said the thing about it is that his point is they have a lot of work ahead of us, and they could not have any results without transparency and you can not have any real transparency unless you are being honest and the City is not being honest right now and so he goes back to saying, look, he is just a volunteer. He said he is just a resident under this hat he is just your neighbor and he is telling you, if he was buying a TV at Rent-A-Center or a used car he would be asking the same questions and knowing who is lying and he does not think anybody is fooled like, they can go into all of these details of, hey, listen, what about pump 15 and pump seven and pump four and what about that, and what about this? He said he thinks the real solution there is and the real obvious answer is that, hey, they are between a rock and a hard place, so they do not have time and still do not have the people to do this job, we do not and if they think that they are going to hire those people, that expense has not been outlined and the machinery, that expense has not been outlined and they are going to try to fast track this, not no, hell no. Councilman Pena said he said this at the last meeting they are not bringing this in-house that is just ridiculous they do not have the team and do not have the time to try to build a team and have Veolia there, and they have been trying to speak with the Council for the last nine, ten, 11 months, nothing, radio silence, radio silence. He said so when you are quick to criticize the third party contractor, let's see what they have actually done if they had not even tried to communicate with the City he would be singing a different tune tonight but they had been and they were asking Council over and

over, you know what is a funny story is, well, he better not tell you that story because there is a lot of funny ones but then he will probably get gaveled on those. He said all he can say is that you know, he does not want to attack Councilman Matamoros in his presentation there are a lot of flaws and have a lot of questions but he could tell you, you know, Veolia has been here 20 years and talked about they have known all these problems for 20 years and he got on the scene in 2021, trying to make the best decisions for the City and he thinks they have been up until this last nine months and these last nine months you cannot solve any of these problems with no communication and when that communication, that non communication is greenlighted by Jerry Cain and George Matamoros that is a problem and so do not expect those two to change their mind. He said he hoped they will, he hopes they will put their pride aside and just say you know what let me do what is best for the City of Freeport and not what is best for my ego, because I would hate to look like I was wrong this whole time, or that Pena exposed me yet again. He said they just got to put on our big boy pants and do the right thing for this City and he knows that they are going to hear the City's part but he is going to tell you guys he appreciated your concern for the City, but it has not been lost on any of them that the City is ill prepared to do it and if he thought they actually had the staff and that there was a way forward in the next two and a half months, or even for that matter, let's just say there was another year he would say let's look at that but they do not and do not have a year, and barely have two and a half months and he hates this whole well they got to make a decision right away, that is not his fault, that is not Veolia's fault. He said that is Jerry Cain's fault and that is George Matamoros fault but he is not trying to place blame here. Councilman Pena said he just wanted you guys to know. Let's move forward. Like he said, this whole conversation was supposed to be in the second floor or at the new city hall on Avenue H. He said he doesn't even call it the new city offices. The building we're using on Avenue H, there's a conference room. We had a really lovely meeting a couple of weeks ago with the board of directors because it was very intimate setting and everybody was not combative. Everybody was trying to be constructive. Yeah, believe it or not, that happens. It can happen. We could have had that tonight. We can still have it tonight by just saying, hey, you know, let's wrap this up. Let's all admit that, you know, we have good people on our city staff, but they're not equipped. The city has good intentions to try to save money. Right now. Well, we're in this pickle for a reason. There's enough blame to go around. But as he has said, we can get this contract right. Keep it with Veolia, but make sure the contract has teeth. They want a ten year contract. I say we go with a five year contract. They want to look at renewing every three years. I want to look at renewing every two years. Councilman Pensa said those are just his starters. If there are some other issues where we're bleeding water, and we're bleeding money, we got to address those immediately. Not two years from now. There were quotes here earlier and he always hated it when people are sensationalizing numbers. The sensationalism of the numbers was we're losing 2 million gallons of water last month. We didn't lose two million gallons of water this last month of May? The city buys 2 million. Apparently we went over that 2 million, usually use somewhere between 1.5 to 1.7 million. So there's a 300,000 overage, not a \$2 million overage. Councilman Pena said he wanted to make sure that that's clearly stated, unless somebody else here can say that. In fact, it was 2.3 million. No. So let's not sensationalize with false information. That's not the case. He asked the city staff to work with Veolia. He would also like to ask the rest of the council to be honest. Councilman Pensa said he came here tonight. He knows he had already seen enough math to know enough numbers and enough problems from the city side, from the council side, to know that we had to keep it, stay the course with Veolia, and we couldn't bring it in-house. Councilman Pena said he left an open mind. Unless there's just something really crazy and there hasn't been, it's just been a finger pointing all the same. There's going to be some more information that comes out. He said he just hoped that between all of this other mess that's going to be coming out, that those folks that are still here continue to try to work together, Councilman Pensa said that was all he had

Mayor Cain said he had a couple questions for the Veolia folks. First off, a comment was made that, you all send monthly reports, Mayor Cain said he didn't catch it. Was it? You are currently doing that or is it something that is going to start? Okay. Mayor Cain also said Matthew and he had spoken a few weeks. You and I spoke a few weeks back and one of the questions he had with Matthew at that time. Mayor Cain said he still has this concern, is we're just now planning on bringing a mechanic and an electrician on board.

Okay. Other cities in the surrounding area. They have taken the water and wastewater in-house, and they have their own mechanics, and they do regular preventive maintenance on the equipment. Mayor Cain said he has a bit of concern that for 20 years we've been doing this without a mechanic or electrician. He said he honestly feels like now it is a case where, oh, my God, we're fixing to lose this contract. We're going to have to step up our game. Okay, Mr. Carter, you're shaking your head. No, that's not the way it is. But I'm telling you, that's the feeling that we're getting up here. You had mentioned that the cost of the contractors that have been used, you did not mark up the cost that they charged you to bill us. You have a confused look on your face. Mathew said Yeah. Mayor Cain asked Matthew to give him some clarification on that. Mayor Cain said the lift station he thinks it is 27. The one out at bridge Harbor. The pump that's out there has been on a ramp for 19 months. Mathew said That's correct. Mayor Cain said he would like to know what the plan is. What's going on with that? Why is it 19 months later and it's still sitting there? Mayor Cain said he is in agreeance with Councilman Pena. If we decide to continue with Veolia, then a ten-year contract is, as far as he is concerned, out of the question. So if you could answer those questions for me, I'd appreciate it.

Monthly operations report? James Carter said the MOR is what we call it. The monthly operating report has been sent to the city manager and the mayor. Mayor Cain said he has been the mayor for over a year and he has never seen one. James Carter said for up to three years until, mayor, before Mr. Bass said he didn't need to send it to him. So we were sending it to Keltly and Lance at that time. We have, even up to last month, he believe we start sending it to Jennifer and, he believe, Rudy. We added Rudy to the list. So there is a MOR that shows exactly how many worker orders, what we do, and it is presented. If you want to add it to that list, we can add you to that list Matthew said to add it to to our conversation. What I showed to you in the slide deck was more of an enhanced version. Frankly, the memo was good, but it's not great. That's where he want to spend time with you to build a document that is useful for this council to share information on both sides to be productive. One of the examples Matthew gave was where he went ahead versus what we have. James Carter said to the pump station 27. That issue, he was going to say two years, but you said 19 months. That issue was brought to city, in reference to the amount of silt and sand that comes into that lift station, the way it was designed, that the pumps that are currently in that can could not get it out. It was causing all kinds of issues plugging it, everything. James Carter said they have the backup pump there, the bypass pump hooked it up. Since then, he knows of 3 or 4 times within the last year has been brought up. Supposedly what he was told last time was your engineers, the city engineers was looking into this to possibly build some kind of sand filter in between Surfside and that can where it comes in and feature that can is there was going to be some kind of sand filter that possibly was going to be engineered to put in there. Mayor Cain said that's not the story he has been told and here, ladies and gentlemen, is where the issue lies. Mayor Cain said he doesn't always agree with Councilman Pena. We're going to revisit that here in a second. Mayor Cain the comment that was made about the contractors. Matthew said when they were dealing with staffing challenges back this winter. They brought three staff members in at Veolia expense. Those expenses were not shared with the city. You can review that thought the MOR, not a single one was shared. Matthew said he bleed pretty hard those months paying for outside contractors to meet the obligations of this contract. If thees anyone who wants to review and see. He knows they paid out of pocket quite a few times. James Carter said there is some items that were not on the MOR. If it was a line across the road or something of that nature. Then we did have the contractors do that and it was at a cost because a new four inch sewer tap, for instance. We charge the city X amount of dollars. The city charges the customer a certain amount and same way with the water taps. Mathew said regarding the mechanica side. Its mechanics, but really it's the electricians were trying to facilitate and do with the digitization here in Freeport. It's more electrically focused mechanic. Matthew said that they have a lot of in smaller sites, Is not a true operator and maintenance department. They call it Tech. Theyre basically more of a jack of all trades dynamic. Mr. Isaac was out there fixing our excavator and he was out there changing hydraulic hoses. Matthew said he called him a mechanic, even though on paper, he's not. Matthew said they have a very talented staff here in Freeport that they are very proud of that are cross-trained to do work both machinery and operate equipment to be out there in the field to do the work. He said he calls it mechanical attrition, but really it focuses on the ic side to tackle the costs that we're seeing in the rim. With the needs of the current system as well as to give them a means to facilitate these upgrades that they want to work with you on. We want to optimize this

facility. Mayor Cain said 10 years contract are out of the question. Matthew said all they are asking is to talk. That's all they have been wanting for a while. Moving forward, it opens room for negotiation and what those terms are. Matthew said he suggested adding KPI's to add some teeth to have accountability. They don't want to repeat history because this is not the dynamics they want. They want to be a proud partner. A lot of men hours and times, have been put into this. They want business in both situations. David Heinzmann said in the spirit of moving forward. A piece of communication that is missing is typically in contracts. They come in and brief councils one meeting a month, If there are two or if there is a singular, the MOR can go into your packet. He said we're happy to stand here to represent the operations for the month and discuss these. We want to come in front of you and have the dialogue. He said as a condition of moving forward, that would be a condition, they would ask for the opportunity to brief the council, so that you are all fully aware of what's going on and then there's no break in communication.

Presentation by City Staff for Water and Wastewater Services.-City Staff

Public Works Director Rudy Ragle and Finance Director Ashlee Hurst presented the attached presentation titled "Exhibit C".

Councilman Pena thanked Public Works Director Rudy Ragle and Finance Director Ashlee Hurst for putting this presentation together. He said he would definitely want to commend them for one, believing that the City could do this and are still looking at the numbers and has a lot of questions on this stuff here, but he wanted to go back to the slide with the calendar dates, December 4th, 2023 on there that said September 11th, 2023, City Council held the public hearing for Fiscal Year 2023-2024 Proposed budget, per the minutes, the position of Utilities Operation Manager was added to the Water/Sewer fund to monitor the Veolia contract and shadow Veolia, and said this is the weeds that he did not really want to get into because he guess he did not really think they need to be having these conversations but since they are having these conversations he is going to ask these questions. He said the topic was brought up hey Veolia, and he could not see the Veolia team and said you guys have been here this whole time and nothing has been done since 2023 in the last two years and he is thinking okay, what is the communication process? He said somebody calls he thinks the comment was made on a previous slide show by Matamoros was that he put in a call and nothing had been done for 15 months and he is thinking to myself and wondering what the communication process was. He said what is the protocol for the City and Veolia to take in a request or to take in a problem. He said he knows when he sees a problem of security he calls 911 and dispatch handles it. He said he does not know what the situation here is for the City, but then when he saw this slide, he was like that answered his question because one of his other questions was like, he thought there had been somebody on the City side doing the liaison and sure enough, here we have in 2023 September 11th, it was actually put in the budget so he is wondering who was in that position to be shadowing and where was the breakdown in communication, and why was there or were they told not to do anything, stand down, do not communicate and the point he wanted to make earlier was there has been mistakes made, but if they are purposeful, that is called sabotage and they cannot have that and if there is any paper trail of sabotage beyond what he already has, they are going to have conversations with HR so, the whole issue of the shadowing was one thing and then there was another one there that talked about the liability that had been created. He said well, there is one thing he forgot to mention earlier, and it is kind of a big deal when he said, hey, who is here tonight trying to solve the problem and Veolia has come out there saying, hey, listen, we know what mistakes were made and want to help and have been trying to communicate for the last nine months what can be done do to fix this problem, let's sit down and said thank you for tonight even that this is what they were trying to get to at least even nine months ago but he has got to tell what if Veolia came in here just throwing haymakers at the City, there had been less sympathy for Veolia and be like, who are these guys coming in here telling them how to run the City. He said that did not happen, and asked did it? He asked if you wanted to know something else that did not happen? He said Lance Petty when he wrote that letter and cc'd everybody creating a legal liability for the City. He said Lance Petty and the Council when they did that meter, the 3.1 meter project, that replaced everybody's meter at their house that also violated the contract that they have with Veolia so he is going to let you in on a big secret here about he is not not sure he is actually grateful that they are being nice, but Veolia has a lot of legal leverage to sue the City for all of the damages and they

could have led with that if you guys do not renew us they are going to sue to the tune of \$30 to \$40 million and do not have it. He said he is glad they did not bring that up because that would not have sat well with him and then they would be having a different conversation, they are not being adversarial, and that is kind of key right? He said that is what he has been saying he is looking for the problem solving and the will to work together and have been seeing it and is glad but he can tell you this, just like he said all of these liabilities were created and there was others too, there was the lies, the paper trail of lies with the Surfside, with the Covarrubias all of those dollars it started at the top with lies and deception and cover ups and he knew that when they hired to do the Lance Petty Experiment, it ended up costing them millions and now they are in a position where Veolia still being a nice but they still have that all that option in their back pocket to sue us, that liability is there and he is glad they not going to be trying to push that and is glad they still want to work with us and is glad that the City is going to basically say, yeah, they are not going to be railroaded either and are going to make sure they have a nice compromise agreement but he is not interested in experimenting for the sake of experimenting when they do not have the money or the resources and the people or the team to do it but what they do have are two organizations who have an opportunity to solve this. Councilman Pena said if the leadership of the Council tells them to facilitate it, helps to create those meetings, nine months ago they said no meetings, eight months ago no meetings, seven months ago no meetings, six months ago no meetings, nothing on the agenda they kept kicking it off, playing these agenda games and it was not even him asking for it of course there has been a lot of smoke and mirrors for a lot of other stuff, very dangerous stuff but cannot go down this road of experimenting because though we may look at these numbers and they look like they are going to be breaking even this year, or are going to be at a deficit he worries that if they take it in-house, there is going to be so many more other problems and so his last question is in terms of teamwork and he remembers in that nice meeting they had a couple of weeks ago, Rudy was talking about, teamwork and team playing with the City staff and he loved hearing and he loved to hear his credentials too. He said he was not aware how well credentialed he was so he thought, you know what? He said he likes his team spirit, working with the other staff, the other directors that is a positive and so he is looking at these pictures that he showing there of all the problems that Mr. Meeks had put together for them and he just had two questions and the first question was have all of these problems been given to Veolia today or since these photos have been made number one and number two can all of these problems be fixed if everybody is working together? Mr. Ragle said yes, all the problems can be fixed if everybody is working. Mr. Ragle said a year and a half ago on this particular station Councilman Pena looked up that is being looked at now, he asked James Carter what was the issue and was told that it was a temporary pump sitting there. Councilman Pena said he did not want to get into the the details of each one and he thinks it is important what he really wants to hear is what he kind of like heard from Mr. Ragle last time that he wants to just solve the problems and move the City forward and that to him was like, this guy gets it, this guy gets it. Mr. Ragle said no matter what decision the Council comes up with he wants the City's interest to be the best. Councilman Pena said then the other thing that a lot of people do not know is that Mr. Ragle lives here. Mr. Ragle said yes. Councilman Pena said he loves that Mr. Ragle lives here and when you live here you care a little bit more and care for the right reasons. Councilman Pena thanked Mr. Ragle and Ms. Hurst for their presentation and for their attitude.

Councilman Rossow said the meeting that was referred to upstairs they made this list with a lot of discrepancies, and he had never seen anything after that. He said he does not know if they addressed the problems. He said it was a long list of all the discrepancies that Veolia had made, and Lance was supposed to send that to the owner. He said he never saw any answers to that. Councilman Rossow asked Mr. Ragle if he had seen that letter? Public Works Director Rudy Ragle said in the Council packet he found a rebuttal from Veolia, he found the letter that was sent from Olson and Olson to Veolia and found Veolia response along with a rebuttal, now he does not know the responses and the rebuttals they were in a file folder in his desk and does not know where it came from or how it was there that was just something he found. Councilman Rossow asked if Mr. Ragle saw a CC or anything? Mr. Ragle said no. Councilman Rossow asked Finance Director Ashlee Hurst if she had seen anything like that? Ms. Hurst said she is just in the finance department. Councilman Rossow said that was all he was wondering about that and that was back

last year. Mayor Cain said it has been a minute. Councilman Rossow asked Mayor Cain if he saw anything or any kind of response or the same response Rudy did? Mayor Cain said he does not know that he got that response but he did see it in the packet. Mr. Ragle said it was in a folder marked Veolia in his desk so whenever they were looking at everything in the proof of transparency he wanted the Council to know what he had on file.

Councilman Matamoros thanked Public Works Director Rudy Ragle and Finance Director Ashlee Hurst for the presentation. He said he was actually, it looked like he was actually a little generous to Veolia on Lift Station #17 their pictures show it in worse condition than what he had. Councilman Matamoros asked Mr. Ragle his confidence level, if they were to bring this in-house of it being successful, what type of percentage would he give him? Mr. Ragle said he would give him 100%. I have no option of failure there is going to be hurdles to overcome, he is willing to overcome he has enough contacts and personally that he can call out and ask a few friends, get some feedback, do whatever they need to do. He said they actually put it in some consulting in the budget too if he remembers correctly. He said yes they are going to come into problems that were unforeseen and they are going to have to face those. Ms. Hurst said she also forgot to mention, but it was mentioned when they met with the Mayor and Councilman, if that is the direction that Council wants to go, her biggest request is that they meet at least quarterly, preferably once a month starting out, and they review the budget, and they adjust as we they go it will be very much a working document as opposed to in the past, they kind of adopt it and leave it for the year. Councilman Matamoros asked Mr. Ragle looking at his qualifications and the qualifications of Nick Meeks with those qualifications being able to have a with a sufficient standing with TCEQ to make sure they are able to do our correct reporting, and monitoring and things like that? Mr. Ragle said he believes for the wastewater treatment plant, you have to have a B licensed operator on staff seven days a week, so they would have to get another B licensed treatment operator, but he believes his will suffice for the water. Councilman Matamoros asked Mr. Ragle his plans for bringing it in house does he have personnel to have like a mechanic and an electrician on staff or would he utilize current City staff that they have. Mr. Ragle said as of right now, the way it is broke up, he has four two crews, and most of those are gonna be maintenance crews, there is a crew leader for them in there, there is two crew leaders there, and there is a possibility of getting off making one of those positions, but currently in Public Works have a mechanic on staff, and the maintenance guys deal with electrical all the time, granted, it is going to be a little bit—they still know it is controls, so it is not much different out the line, starter switches, transducers, that kind of stuff, pump gets called on something calls it, it has a switch on and switch off, electrical, when it comes to the SCADA stuff that is going to be stuff that they probably need to outsource, because of computer programs and stuff need to be updated continually. Councilman Matamoros said he is very well of SCADA he helps support that at Phillips 66. Councilman Matamoros said equipment, that would be a cost a large cost and asked if Mr. Ragle has already prepared for what necessary equipment to get or obtained before, if they did bring this in-house that way day one they could move forward in a professional manner and make sure that everything, if any issues, they are taken care timely? Mr. Ragle said currently if he is not mistaken they have a backhoe that is on loaned to Veolia, and would have access back to that and then they do have public works equipment that they have access to without maybe some scheduling conflicts so priorities wise but as of right now they have not scheduled for any equipment as far as budget. He said they have a machine that is not always in use, it is on the lower end of being used all the time it is a smaller machine, so it does not normally get used in Public Works, except for when you have the equipment you need to run, but can facilitate it and make it happen. Councilman Matamoros asked Mr. Ragle if they did bring it in-house would he provide the Council with a monthly operating report like he does with Public Works? Mr. Ragle said yes. Councilman Matamoros thanked Mr. Ragle and Ms. Hurst.

Councilman Davis said once again he appreciated Public Works Director Rudy Ragle and Finance Director Ashlee Hurst. He said he knows everyone already said it, but thank them for all of their time and effort that they put in on this presentation. He said there is just a lot of concerns there and he wished they could have had all of this a little more time. He said he would just hate to have to put them in a time crunch like this into taking a chance not taking a chance but Mr. Rudy said 100%. Councilman Davis asked Mr. Ragle if he had

said 100% that he is in and or your 100% that it is going to happen. Mr. Ragle said he is going to do whatever the Council instructs him to do 110%. Councilman Davis said he was hoping he would say he would put 100% in and not 100% that it is going to be successful. Councilman Davis said all the equipment and they were making about a camera truck and stuff and them not having a camera truck and stuff and that stuff has got to be ordered. He said he thinks they also need a vacuum truck or something. Mr. Ragle said they currently have a vacuum public works trailer vac. Councilman Davis asked they have a what? Mr. Ragle said they have a vac on trailer it is not a big truck, but they do have a vac on trailer, and then they also have a jet machine in public works and do a lot of drainage work with it and it does have the capability to do the sewer. Councilman Davis asked then they are going to need vehicles? Mr. Ragle said those are budgeted. Councilman Davis asked Mr. Ragle when was the last time they ordered a regular vehicle for Parks Department. Mr. Ragle said the Parks Department had one year before last. Councilman Davis asked how long it took the vehicle to get here? Mr. Ragle said it took a while. Councilman Davis said he works for the county and are waiting on vehicles two, three years. Mr. Ragle said in the budget they actually have some of those focused to outsource those to Enterprise, and if they choose to go on they will be bringing those guys in but they have talked that and that is where they got the numbers for the budget it was through them. Mr. Ragle said it is a lease not a purchase. Councilman Davis said he thinks they came in there before. Mr. Ragle said yes. Councilman Davis asked in the staff, how many do they have down? Mr. Ragle said it is in the strategic plan but 14. Councilman Davis asked how many they have at the Parks Department. Mr. Ragle said nine. Councilman Davis said Mr. Ragle had got two or three right now. Mr. Ragle said just Nick and himself right now. Councilman Davis said they had another guy they took from Veolia too. Mr. Ragle said he is actually still in the drainage, and if they choose to bring that in house he would ask him to go over to water. Mr. Ragle said he is not carried on this project as far as budgeting for budgeting purposes none of his pay comes out of that. Councilman Davis said for one he does not like rushing out there and putting the City at a risk like this because once if that was to happen, I mean that is all on Mr. Ragle and the Council whoever votes for that if they go for that. He said but he is just one vote and so whichever way it go he is all in to help the team may be successful whether they do it or whether Veolia do it. He said he is not going to be pounding he is from Freeport what is the best for Freeport so if that happens and then he got to fall all in to do whatever it takes and get the team rallied up to help them be successful and wanted Mr. Ragle to know that. Councilman Davis asked if the budget thing did it change or what? Ms. Hurst said the only thing that changed was she worked it up if they were to contract services back out they did not get to see that at the meeting it was more for her and then Chief called and asked if she had they are putting together this presentation and told her she had this worked up and so they included it. She said she waiting for an answer because she has to have the proposed budget on file by the 31st so she went ahead and worked it up if they contract out versus whether it comes in-house and so that is what is included. Ms. Hurst said if they contract back out she is having a very difficult time with the budget not starting out -\$900,000. She said last year the budget was adopted and started out -\$347,000 so this year it would go further in the hole because they are adding another loan payment on top of that. Councilman Davis asked if that was from the meters? Ms. Hurst said yes. Councilman Davis said that concerns him too because that is another mistake that they came across. Ms. Hurst said revenue could come back way higher, like they talked about in the meeting they do not have a very good baseline in history with these new meters they really just have one month of 98% online being billed for it so that is another factor to consider. Councilman Davis said it is going to take a whole year to get a baseline. Ms. Hurst said correct, there is a lot to consider either way.

Councilman Pena said it is a very serious matter here and he just wants to say that he keeps seeing and hearing about SCADA. He said and he has to say he is SCADA to bring it in house. Councilman Pena said that is his best joke of the night but there is really nothing funny there and he is going to get a little tougher there on his language and he wants to say he has a rental property and can give an example of his rental property, or can give an example of Mr. Cohen there who is the I.T. guy he is very capable, very likable and if you have not met him he is very sweet, very helpful, very kind and he deals with electronics all the time, but he would never put him to do electrical work. He said it is the same thing he likes his painter, super nice guy, his carpenter moody and does not like that guy, but he uses him because he is a carpenter but man if he

could get his painter to bring the attitude as a doing all the electrical and that is going to be great, but that is not what is happening but let him not get off too far there what he is getting at is he likes Mr. Ragle there is not about it in fact he likes the team as it is now that the directors that they have that are working together, but still have some housecleaning to be done and make no mistake about that so he is not going to be singing Kumbaya here just yet but just because they like people does not mean they need to put them in positions where they may very likely fail and so this is not a matter about who he likes this is what is best for the City and so he wants them to think about it this other way because this is very similar to the trash problem they had the trash contract the City had and for all of those at home watching know this very well, here they have one company who is already has all the equipment, has all the senior staff, all the boots on the ground staff there is a breakdown in communication, but they are willing to work with and are willing to get it done that is the one hand and on the other hand they are not bringing it in house what they are really doing is that they are deciding are they going to bet on a startup, are they going to bet on a startup that number one the money is iffy and number two the logistics of parts getting in even on day one is not going to be there so as much as the numbers and the logistics might sound like they have a commitment to make it work, they are going to pull up their bootstraps and are going to do this that does not solve the leaks, that does not solve the overflow and sewer, that does not solve the problems of the residents when it is flooding and it is raining so they have to be wise about this and cannot invest and hope that this startup is going to get it all together when and this is the part that he really did not want to get into talking about the qualifications, they do not need a new team startup with a lot of staff that they do not already have to come in and learn on the job. Councilman Pena said Rudy said he had some some certifications he still has to get well that is great but again, they do not want to have him learning on the job. Councilman Pena said at the last meeting they had at the roundtable Mr. Ragle was honest about he really does not know the budget and had to sit with the CFO for five hours to learn at least having an understanding a basic understanding of it. He said well they do not need anybody on this startup learning on the job, learning how the numbers work, learning how the finances work, learning how the budgets for all these different parts are going to work that is scary, that is SCADA. He said they have this budget there, but there are a lot of unknown numbers, the meters, how they paying for this and thinks Mr. Hurst mentioned this and Ashlee actually just touched on this they are generating the revenue from the water bills off those meters and they do not even know if those meters are right, and they do not even know what money they are going to get so the losses might actually even be greater again, there is too much risk there to bring it on in-house to a basically a startup company and he wants Mr. Ragle to work 100%, 110%, but he want to helps him succeed and that is what he has told every employee through all these changes they had and thinks he mentioned that to Ashley like whatever she needs they are going to support her, make it right but at the same time he is not interested in working harder he is interested in working smarter he is interested in creating opportunities that make your ability to be successful for the City that much more real and he does not think getting away from Veolia is that answer at all because there are just too many risks with logistics and money and experience. He asked what are we going to do purge all the Veolia people to build our team? Councilman Pena said they can not do that they would be in court for that too so that said, he will be very clear he wants to make sure they keep this here with Veolia and have the City and Veolia work together to solve this. Mr. Ragle said if he could reiterate on something Councilman Pena said when talking about the meters being accurate, they are 100% accurate so the billing and stuff is going to be correct on those, but it was the amount of bills they are actually recouping for that. Mayor Cain thanked Mr. Ragle for the clarification.

Mayor Cain said when they had a meeting about this during the budget process, he asked Public Works Director a couple questions and is going to ask the same questions. Mayor Cain asked Mr. Ragle he needs to know where his head and his heart is? Mr. Ragle said it is right here in Freeport. Mayor Cain said and the reason he ask that for those that are wondering Rudy has in the past followed Mr. Petty and if they choose to go this route he wants to make sure that, Rudy's head and heart is here. Mr. Ragle said Mr. Petty and himself worked in a few different places together, and he is the reason why he is in Freeport and is not looking to move anywhere else. Mayor Cain said that is the answer he was looking for whenever they had the discussion during the budget meeting. Mayor Cain said another he had for Mr. Ragle was gravely concerned

about taking this on is going to put another hat that he has to wear and asked if he is going to be able to handle it or are they going to need to restructure? Mr. Ragle said like he said during that meeting, he believes he can handle it but if they need to restructure he would rather go with water and wastewater. Mayor Cain said he believes he also said within six months he would have an answer. Mr. Ragle said yes in six months and may be able to tell him quicker than that what he needs but within six months, he can give a definite answer. Mayor Cain said his concern with this is not of Rudy's ability but it is his concern is he is also over Parks Department and the streets and drainage and if they do decide to take over the water and wastewater, it is going to take a lot of his time and he wants to make sure that there is some flexibility there if needed along with whatever support that is needed. Mr. Ragle said in Public Works he has a very dedicated staff that he would depend greatly on. Mayor Cain said that is good. Mayor Cain asked how long Mr. Ragle had been working on whether is by himself or with the former City Manager how long have they had been working on the taking over? Mr. Ragle said since he got here December 4th of 2023 that was one of the main objective whenever all the letters had been sent out, in fact, he approached him in October when the position came open up and he told him he was nowhere and had a child that was in high school and graduate, and I was not looking to move so he approached him again, applied for the position and said he would take the position if he could wait until December to get here. Mayor Cain asked this is not something that just popped up overnight it is something that a plan has been made put in motion most they could. Mr. Ragle said yes when he took the job he was under the understanding that everything with Veolia was null and done come October 1st of this year. Mayor Cain thanked Mr. Ragle and Ms. Hurst for the presentation.

Mathew Johnson said being able to have access to the budget that was being proposed by the City, when it was issued over the weekend they were able to do a due diligence going through it and there is some variations that are unaccounted for and just want to make sure that the Council has the most upfront information so he knows that the goal is to go to the black, and respect that there is some sizable holes that need to be addressed that they will unfortunately put them where they do not want to be and he just wants to be able to figure out how does he best communicate that this is what is not to try to create challenges, but more just want to put that knowledge to the team here so they can share that correctly as together. He said if he was not allowed to say so, he would not say anything but he just wanted just present it and if allowed to go through it he will, but he also wants the Council to have all the information to make the correct information this is what they had been trying to accomplish here is to give everything to know everything. Mayor Cain asked Finance Director Ashlee Hurst if she felt confident in the budget that she has presented? Ms. Hurst said she feels she is very teachable at all times but yes she just took the Veolia contract costs out of there and reallocated it different places. Mayor Cain said he is good with that. Councilman Davis said they have never done it before, what if he has something that they did not they do that or did not know they used that. Ms. Hurst said that is why she said she is always teachable, her ears are always open, her doors is always open. Councilman Davis said he wants to hear it. Councilman Matamoros said to Mayor Cain he does not know this is the correct forum. Mayor Cain said they are going to try to make a decision tonight on which way they are going to go so if Councilman Davis feels like this information is important enough to have this conversation right now, and Ashley is comfortable to have the conversation right now, then they are going to go ahead and have the conversation right now. Ms. Johnson said what has been shown in the budget on the annual basis on the City side is they spent about \$150 to \$180,000 in power this is for DPW, the City as a whole and one of the things inside the fee of \$3 million, is the power that they pay for the Wastewater plant and from around the system, for the water and wastewater that cost is about \$180,000 and \$200,000 a year that is not factored inside the budget because it shows 150 as the average but if actually look at what their fee is comprised of they will see that about \$200,000 in power so that would actually give you to have a increase about \$400,000 versus just the one that had been carrying historically. Mr. Hurst asked if Mr. Johnson had any documentation showing where they are paying that that they are not being billed to that, and the 150 that is in there is what she bills back Veolia every month. Mr. Johnson said they have in their contract they are at full risk for power and chemical and that is where that is inside their fee he said he just wanted to point that out because the other item was the R&M and historically, they had been

spending about \$400 to \$500,000 a year to help facilitate the repairs needed in the system they are showing the budget right now is \$140,000 dedicated towards maintenance that is a very big difference and just wanted to highlight these large numbers that are his opinion inconsistent and just wants to make sure the Council has the full and they had their team go through it and had the accountants go through it and just want to understand the deltas, because frankly they want to be able to make the right decisions and have the full knowledge of what they are seeing and like he said those are the two main really items and can see in the maintenance and all those different sewer maintenance, water maintenance and so forth aggregates that 140 and historically it has been about 450-500,000. Ms. Hurst said that could be it again that is one of the issues that they are not sure until unless they dive in and find out, there is \$150,000 in revenue that is accounted for and taken out if they come in-house, and that is in the budget and added as the expense and that is what is billed and paid by Veolia. She said she would say if there are other expected overages, there are the \$500,000 as a placeholder and capital outlay for the in-house budget and this is where it would be imperative that they met regularly put these numbers on paper and discussed whether numbers needed to move around that would be what she would have to say about it. Mayor Cain said he likes that there is at least a plan in place. Ms. Hurst thanked Mr. Johnson. Mr. Johnson said he just wanted to share some concerns. Councilman Davis said to Ms. Hurst he was not questioning her number but just wanted to make sure that if there was something that she did not see that might bring something to her attention but he trusted her numbers and that is from what she was given the information that she had, it is not from experience, but it is from the information that was given to her and she put the numbers together and he does trust them numbers. Councilman Davis said he just wanted to make sure that he did not say something and made her say oh yeah. She said she is not easy to offend at all anything that helps broaden her knowledge she is always open to hear.

Business

Consideration and possible action regarding future Utility Operations and possible action to issue an RFQ.

Mayor Cain said the staff recommendation was staff recommends formal discussion and recommendation on how to proceed. Mayor Cain said there was some good conversation tonight he believes. Mayor Cain said item summary with it being budget time, a decision on how utilities are going to be handled is imperative, specifically, the decision on whether utility operations are coming in-house or whether contracting services out again is the decision that needs to be made and if they are going to contract services, should we do our due diligence and post RFQ for utility operations. He said background information the City has used Veolia for the services in the past, the City has been working under the impression that utilities were coming in-house, as of October 1st, 2025.

A motion was made by Councilman Pena to maintain services with Veolia under the terms of our prior contract, pending action on a contract renewal with discussion that followed.

Mayor Cain said there is a motion to retain Veolia pending a contract renewal by Councilman Pena. Councilman Pena said under the terms that we have right now, but that we are going to negotiate. Councilman Pena asked Mayor Cain if he wanted him to reiterate his motion. Mayor Cain said under the terms that we have now until pending action.

Mayor Cain called for a second. Councilman Davis seconded the motion.

Councilman Pena said he just wanted to applaud the staff again for doing their due diligence.

Councilman Davis said it is just timing for him, there are just too many unknowns that can pop up. He said they have a lot of stuff going on there in the City that need to be clean up and add another. He said this is serious this is our water and sewer and it is rushing and then it is RFQ or whatever there is not enough time for that so that is out of the question it has to be either or. He said they say they have been talking about this

since 23 or something, but it has never been discussed with the Council then they just bring up a plan and make a plan up in three weeks and now they got to execute it in two and a half months. He said they have to get the workers, equipment, go in and and see what what they are going to run into, this all got to happen the first week like you got to go in and dig in the first week. He said it is just risky for him. He said he is not with doing no ten-year contract because there has been some problems and he thinks that they have admitted there is problems and bring up some solutions that if that does not work out then, now you have a plan to you know, move forward and be ready. He said if they do not execute and now you have a plan and then it is not a rushing it is not a two month plan to do his water and sewer to do the City of Freeport water and sewer so it is just a no for him.

Councilman Rossow asked if there was a limit how many years that they can give them a contract? Mayor Cain said as long as both parties agree upon it, then that is what it is. Councilman Rossow said so it could be two years. Mayor Cain said they could tell them they are only going to do a year and if they do not agree upon it, then it is not going to happen. Councilman Rossow said you all know him and most of the people out there in cyberspace and the people that come they have the same people go to the meetings every first and third Monday. He said he believes in forgiveness and believes people make mistakes he does because they do. He said if you are not making mistakes you are not doing anything and him personally he does not have a problem with Veolia at all they never have done him wrong and he really appreciated the way they came saying they are going to do better that they are going to straighten out the things that they may have missed. He said him personally he can not argue with that. He said to give them a chance, work it out, figure it out. He said as a Council they we can say how long and well if the give them a two year contract and they mess up again, well maybe go in-house or get another company there. He said there other companies out there that can do what Veolia is doing and what the City is saying they can do. He said so his answer is give them chance but that is just him he is just one vote.

Councilman Matamoros said to Mayor Cain the way he understands this motion is to extend the contract per the terms of the original contract so that is a ten year contract and asked if that is what they are going to be voting on? He said because that is what the contract states. Councilman Pena said no they are doing it until the October 1st deadline. Mayor Cain said to extend it to the end of the contract that is currently in place, and negotiate the renewal.

Councilman Davis asked if they have to retract the letter? Mayor Cain said no. Councilman Pena said for them to worry about that later that is a legal question he does not want to scuttle the discussion on that or scramble it. Councilman Davis said as long as it say renegotiate the contract. Mayor Cain asked Councilman Matamoros if he still had his wheels turning over there? Councilman Matamoros said he is looking at what this contract states and yes they have terminated and sent notice, and so the way the motion was stated was, per the agreement. He said if the motion will be changed to they are going to renegotiate a contract with Veolia. Councilman Pena said his language and is trying to say it is the same thing. Councilman Pena said Councilman Matamoros does not understand the motions. Mayor Cain said to hear Councilman Matamoros out. Councilman Pena said he is trying to clarify it is basic English. Councilman Matamoros said to just vote on the motion he is going to vote nay anyways.

Councilman Pena called the question. Mayor Cain he was going to say his little piece if Councilman Pena did not mind? Councilman Pena said he does not mind and is not going to cut him off. Mayor Cain said it was going to be quick and easy. Councilman Pena said to Mayor Cain he would never cut him off.

Mayor Cain said there was good conversation tonight on an important issue and personally he feels like taking it in-house is the best thing for the City according to the budget, it would save the taxpayers almost \$1 million. He said he feels like employees that work for the City as opposed to a contractor will have a lot more pride. He said he says that lightly because the boots on the ground that work for Veolia are top notch guys but when they work for the City as opposed to a contractor, they are going to have a greater sense of

pride and their heart is going to be more in it. He said tonight they heard a lot of accountability or lack of accountability. He said the Veolia team stating that they were telling City this needs to be done unfortunately or fortunately, however you want to look at it, the people that they were in communications with are no longer here so they cannot reboot that but taking it in-house the City has a greater opportunity to hold the department accountable and can go to Rudy because they know Rudy is the guy that is in charge of it, it is not right, Rudy, dang it, get it done. He said by taking it in-house they eliminate the well he told George that it needs to be done, and it is his fault that he did not pass it on to the City Manager. Mayor Cain said he thinks they can all agree that the communication issue is one of the major issues that they have. He said he sees heads nodding on both sides of the table and he still feels like if they take take this in-house, then they eliminate a lot of the communication issue and so that is two cents with that.

Mayor Cain called the motion to a vote with discussion that followed.

Councilman Davis asked in favor for what? Councilman Pena said to go with Veolia. Mayor Cain said to Councilman Davis the motion was made and was seconded by Councilman Davis. Councilman Davis said to Mayor Cain he was right. Councilman Pena said the motion is to stick with Veolia and negotiate the contract.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-2. The Council approved the motion. Mayor Cain voted "Nay". Councilman Matamoros voted "Nay".

Mayor Cain said Congratulations to the Veolia team and need to start the negotiations on the contract.

Councilman Matamoros said he just wanted the residents to know their taxes are going to increase, so be prepared to not go and hate on him or Jerry. Mayor Cain said it is a possibility, but it might not it is not written in stone.

Executive Session

Executive Session:

1.) Texas Government Code, Section 551.074: Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee; Interim City Manager.

2.) Texas Government Code, Section 551.074: Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee; Legal Services.

The Regular Session closed at 9:20P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

Executive Session ended at 10:05P.M. and the Council entered back into Regular Session.

A motion was made by Councilman Pena to contract and or engage the services Mr. Pennington as the Interim City Manager on the condition that we do not hire him on a permanent basis without through a full recruitment process to find and consider other applicants and pending the changes to the proposed contract with Clear Career Professionals as stated in Executive Session which we will convey to Ms. Fisher, seconded by Councilman Rossow with discussion that followed.

Mayor Cain said to Human Resource Director Donna Fisher what was pointed out to the Council was on the contract there are a couple changes that the Council would like to see if they can get made and wants to make sure Mr. Pennington is okay with these changes as well because it pertains to him as well.

Mayor Cain said it says the assigned individual shall perform their duties in accordance with applicable state law and city ordinances and policies, the Mayor must approve any substitution or replacement of assigned personnel prior to a new individual assuming duties. He said the Council wants Mayor taken out and that to be City Council. He said also on the bottom it says the term of this agreement shall be for one year and may be renewed for successive one-year terms only by written agreement. Mayor Cain said the Council would like for that to say three months or six months. Councilman Pena said three months on both sides. Mayor Cain asked if Mr. Pennington and Ms. Fisher are okay with those changes. Ms. Pennington and Ms. Fisher said yes.

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

Mayor Cain thanked Mr. Pennington for stepping up.

Councilman Pena thanked Mr. Pennington.

A motion was made by Councilman Pena to appoint Chris Duncan as the City Attorney on a month-to-month interim basis, seconded by Councilman Davis with discussion that followed.

Mayor Cain said a couple of concerns he had were that the Council does not have any kind of contract, so they do not know what kind of fees he is going to be charging should they go this way. Mayor Cain said he does not deny the fact that the need of Counsel, and especially on an interim basis because ultimately they want someone in house 40 hours a week taking care of everything. Mayor Cain said he could not vote for this without having a contract, and it would not be a good sign.

Councilman Davis said that is a good reason, and he agrees they can still talk about the contract before just saying going into discussion with a contract or something. He said they needed to get a contract he said he meant discussing discuss the contract and did not have to accept it and, if not go back to the drawing board.

Councilman Rossow said he agrees with Mayor Cain they need to discuss it with his input and him telling the Council. Councilman Davis asked who? Councilman Rossow said Mr. Duncan. Councilman Pena asked if they wanted to have that conversation there? Mayor Cain said it is not going to do them a lot of good without a contract. Councilman Pena said they could use the same contract that was month-to-month with Olson and just change the dollar figures it is the same terms. Councilman Pena said it is the same thing with Pennington the Council made the motion to accept him but had changes to the contract and same thing can happen there with Duncan or any interim. Mayor Cain said his stance is he is not going to vote on a contract without having it. Councilman Pena said they actually voted Pennington. Mayor Cain said they have the contract and know the changes. Councilman Davis said to change the motion to discuss the contract. Mayor Cain said the contract needs to be written. Councilman Davis said it has to be written one day. Councilman Pena said he would revise his motion.

Councilman Davis said he wanted to remove his second.

Councilman Pena revised his motion to appoint Chris Duncan as the City Attorney on a month-to-month interim basis pending the approval of a contract agreeable to both firms, both the City and the Law Firm, seconded by Councilman Davis with discussion that followed.

Councilman Matamoros said he agreed with Mayor Cain and does not think they should be voting without a contract in their hands before so they can make sure any issues are caught before anything. Councilman Matamoros said he agreed with Mayor Cain and should not be voting on this.

Councilman Davis asked if the motion said pending like they can not do nothing until they get a contract and if it takes a week to get a contract then it takes a week but got the ball moving. He said it is not hiring full time there is some legal stuff and need to look over. He said they need somebody to look it over as quickly as possible.

Councilman Pena said to have it ready for the next meeting which is next Monday and put it on the agenda. Councilman Pena asked if Mr. Duncan could provide that before the weeks end so that it is in the packet? Councilman Pena said Mr. Duncan is there and asked if he mind going to the microphone and to answer that question if he could provide a contract so that it is included in the packet for the next meeting? Mr. Duncan said yes he can do that and does not know if the Council would want and he can base it on the Olson contract or he can base it on the previous contract whatever the Council prefers. Mr. Duncan said Olson was interim and had a contract with Olson interim then he can base it on and he will get a copy of that and just base it on that and can get that ready with no problem.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-2. The Council approved the motion. Mayor Cain voted "Nay". Councilman Matamoros voted "Nay".

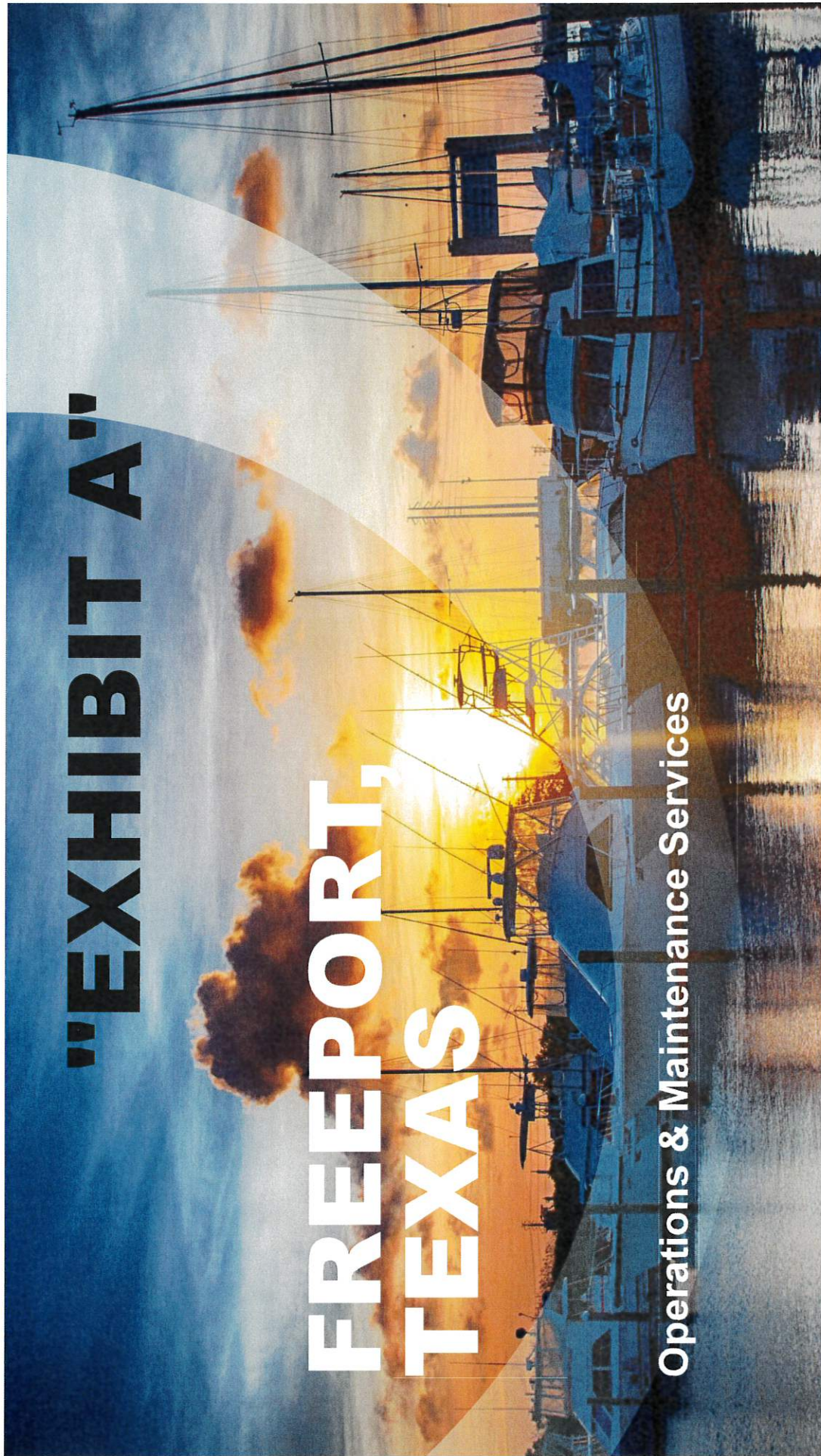
Adjournment

Adjournment – Jerry Cain, Mayor

A motion was made by Councilman Pena to adjourn the meeting, seconded by Councilman Davis with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 10:15P.M.

Jerry Cain, Mayor

Clarisa Fernandez, City Secretary



"EXHIBIT A"

FREERPORT, TEXAS

Operations & Maintenance Services

Freeport's Utility Partner for Over 30 Years

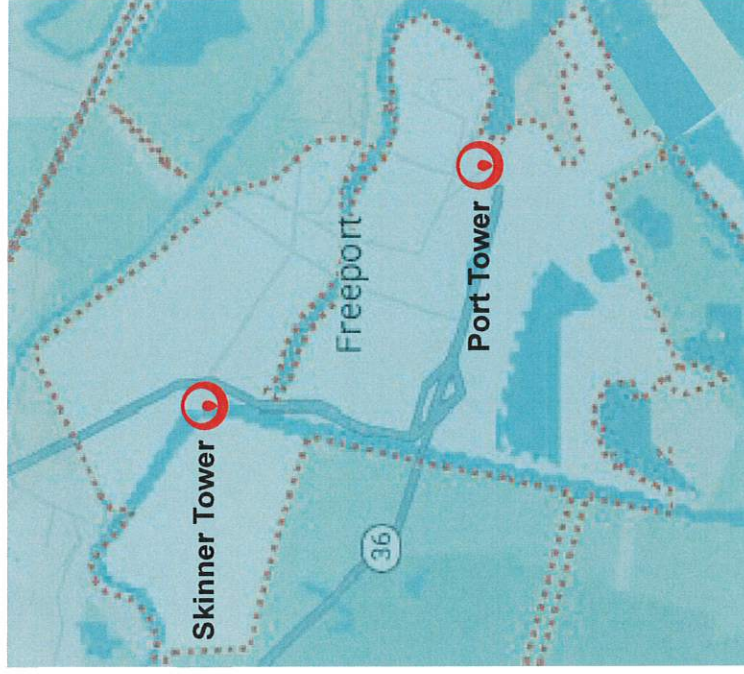
Operation and Maintenance of:

Wastewater

- 2.25-MGD Extended Aeration Trickling Filter Wastewater Treatment Plant
- 0.03-MGD Activated Sludge Wastewater Treatment Plant
- 30 Lift/Pump Stations
- Collection System (54 Miles)
- Industrial Pretreatment Program (IPP) Management
- Biosolids Disposal - 459 dry tons/year

Water

- 3 Water Wells (Active)
- Water Distribution System (41 Miles)
- Water Pump Station
- 2 Water Towers
- Purchase 2-MGD Water (Brazosport Water Authority)
- 2 Water Booster Stations (For Purchase Water System)



Freeport, TX

Where We Are Today: Ready for Modernization



WHERE WE ARE

- One screen to monitor **29 Lift Stations, 2 Towers, and 2 Pump Stations**
- **System Problems** only detected through **Phone Calls**
- **Manual Monitoring** of 29 lift stations and plants
- **Limited Ability** to prevent system problems
- **Chlorine Gas Disinfection** - valued engineered from large upgrade

NEXT STEPS

- **Complete SCADA system** for 24/7 monitoring of all facilities
- **Real-time Alerts** replace manual checks and phone calls
- **Improved Response Times**
- Trucks equipped with **Mobile Tablets**
- **Smart Controls** allow remote problem-solving
- **Chemical or UV Disinfection** upgrades

Freeport, TX



3

Accountability Through Partnership

Open Communication and Collaboration are the Foundation
of Successful Partnerships.

Freeport, TX



Growing Together

A Renewed Partnership for Freeport's Future

- 30 Years of shared facility knowledge and experience
- Deep Understanding of Freeport's Unique Operational Needs
- Your Neighbors who know Every Pump, Pipe, and Process
- Helping the City navigate Toward Financial Balance and Out of a Deficit
- Working together helps us grow together

Freeport, TX

City of Freeport

Service Order # 500097144
Job Action: Miscellaneous
Issued By: Carla Aubrey
Requested By: James Linton

Job Date: 6/2/25 12:51 PM
Job Code: 4922- MISCELLANEOUS
City: WATER
Bill:

Location: 1131 North Freepoint TX 77541
Address: 13344044 - JPM's Lamps

Services	Action	Current Meter #	Water Meter #	Service #	Scale	Last Read	Reading	New Meter #	Set Reading
015-WATER	No Action	16069562	16069562	133170804	1000	0			
016-SOLVER	No Action								
018-CANBAGE	No Action								
019-CANBAGE	No Action								
019-ADJUSTANCE	No Action								

Order Name: CHECK FOR A LEAK AT OR AROUND METER

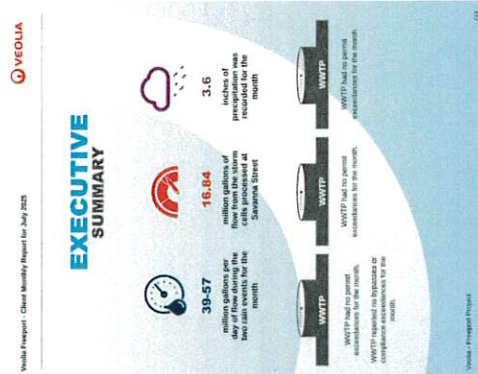
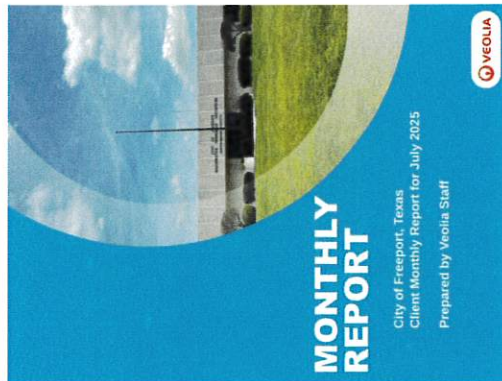
Completion Notes: MTR. Leak is between house & MTR.
Left Tag

Completion Date: 6-5-25
Issued By: J O Y
Approved By:



Enhanced KPIs for Further Transparency

- Setting specific **Key Performance Indicators (KPIs)** to measure success
- **Enhanced MORs** with comprehensive plant status, including **Real-Time Equipment Conditions** and **Maintenance Tracking**
- **Three-year Checkpoint** allows contract review and negotiation if goals aren't met
- **Building Trust** through **Transparency** and **Results**



Veolia Freeport - Client Monthly Report for July 2025

2. Maintenance

WASTEWATER TREATMENT PLANT - Current Status

Category	Item	Status	Notes
Water Storage Pumps	Water Storage Pumps	Operational	
	Water Storage Pumps	Operational	
	Water Storage Pumps	Operational	
	Water Storage Pumps	Operational	
Flow Meters	Flow Meters	Operational	
	Flow Meters	Operational	
	Flow Meters	Operational	
	Flow Meters	Operational	
Sewer Pumps	Sewer Pumps	Operational	
	Sewer Pumps	Operational	
	Sewer Pumps	Operational	
	Sewer Pumps	Operational	
Collection	Collection	Operational	
	Collection	Operational	
	Collection	Operational	
	Collection	Operational	
Sludge Handling	Sludge Handling	Operational	
	Sludge Handling	Operational	
	Sludge Handling	Operational	
	Sludge Handling	Operational	

Veolia - Freeport Project

Freeport, TX

Back To Balance

Helping Freeport close the gap and Restore Financial Stability through Strategic Transformation and Innovation.

Freeport, TX



Smart Upgrades Driving Long-Term Value

- Chlorine gas tank system; Veolia to Eliminate Hazardous Chemical Storage Risk and converted to modern UV Disinfection System
- A new SCADA System would allow for 24/7 Monitoring of all facilities
- Trucks Equipped with Mobile Tablets
- Ongoing Facility Upgrades to improve efficiency, safety, and Keep Freeport in Compliance

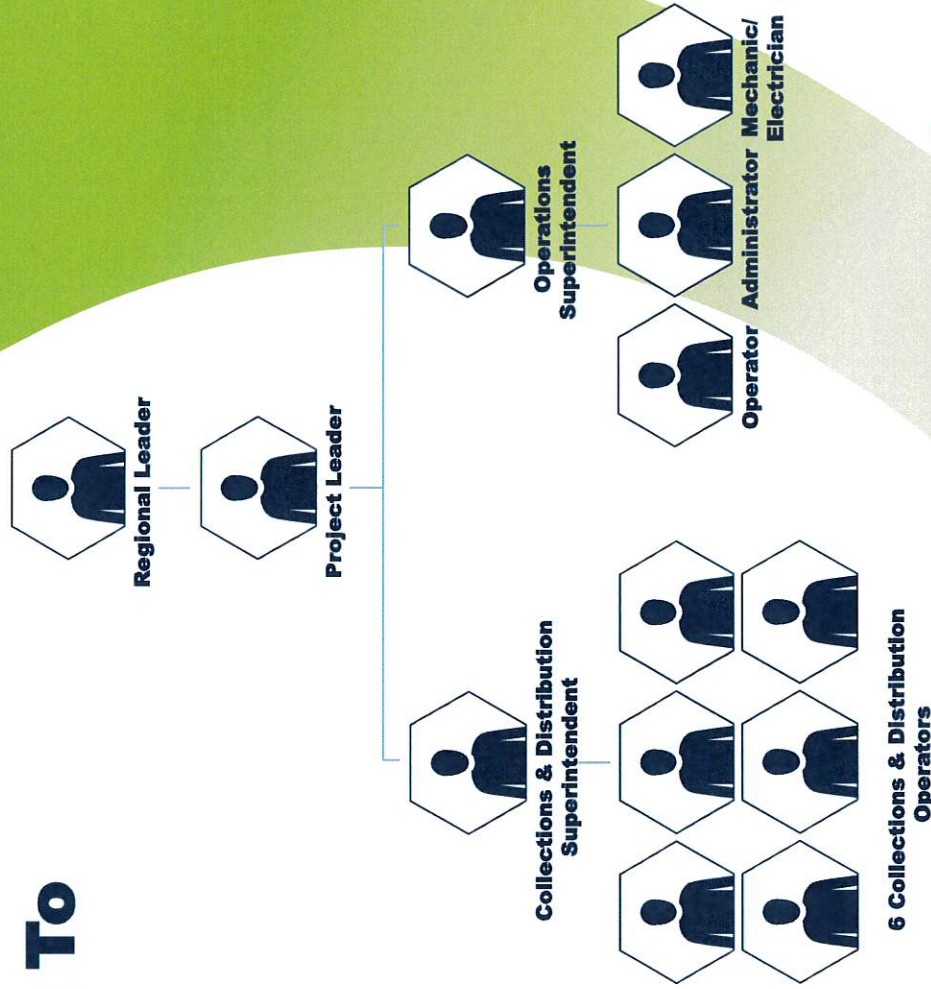
Freeport, TX



Team Enhancements To Reduce Spending

Restructuring our team for maximum efficiencies

- **Currently Spending Significant Funds on outside mechanical/electrical contractors**
 - o **\$54,830.94** in electrical expenses in 2024
 - o Approximately **\$100,000 - \$150,000** per year total
- **Restructuring Operations Team to bring these services in-house**
- **Adding experienced mechanic/electrician**
- **Eliminates Expensive Contractor Fees**
- **Creating dedicated maintenance division for Faster Response**

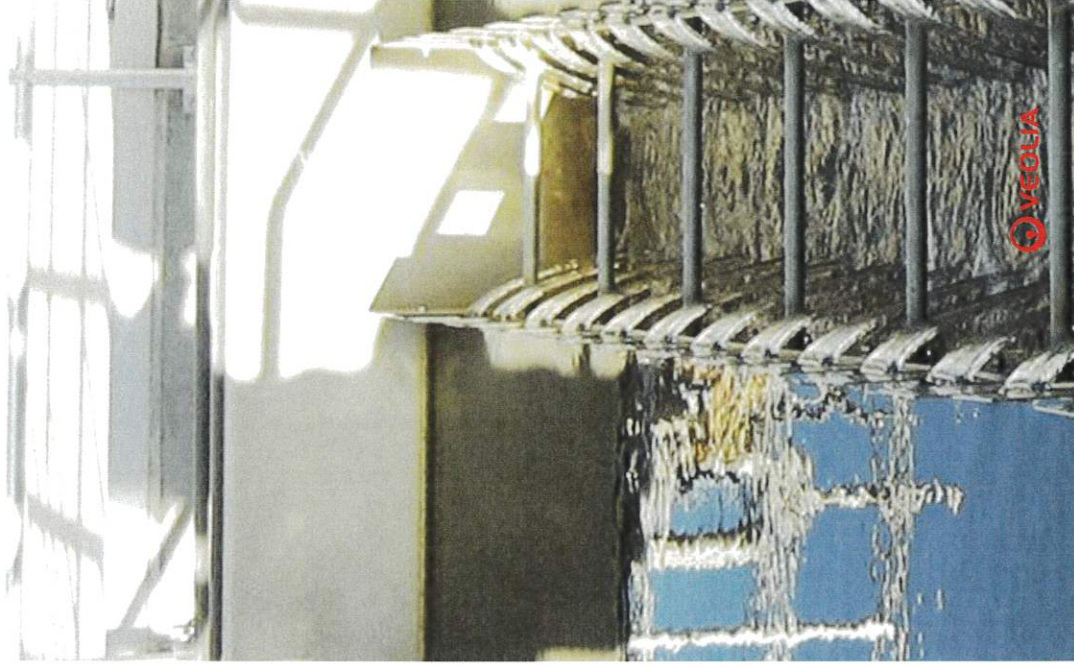


Freeport, TX

Maximizing Your Investments: Turning Unused Water Into Revenue

- Currently paying for **2M Gallons Daily** whether used or not
- City spends over **\$3M per year** on water from BWA and historically **only uses half** (on average)
- **Find and Fix Existing Leaks** to recover lost water and money
- Opportunity to sell excess water to neighboring areas
- Create **New Revenue** through **Strategic Water Distribution**
- Support **Local Business Growth** with available water
- Help **Negotiate Better Water Purchase Agreements**

Freeport, TX



False Savings, Real Costs

When corners are cut, the taxpayers pay more.

Freeport, TX



CHEAP IS EXPENSIVE

Cutting costs by skipping essential steps, result in larger more expensive problems overall.



Lift Station 15 Replacement

An additional **~\$258,000** and **counting** at the expense of the taxpayers



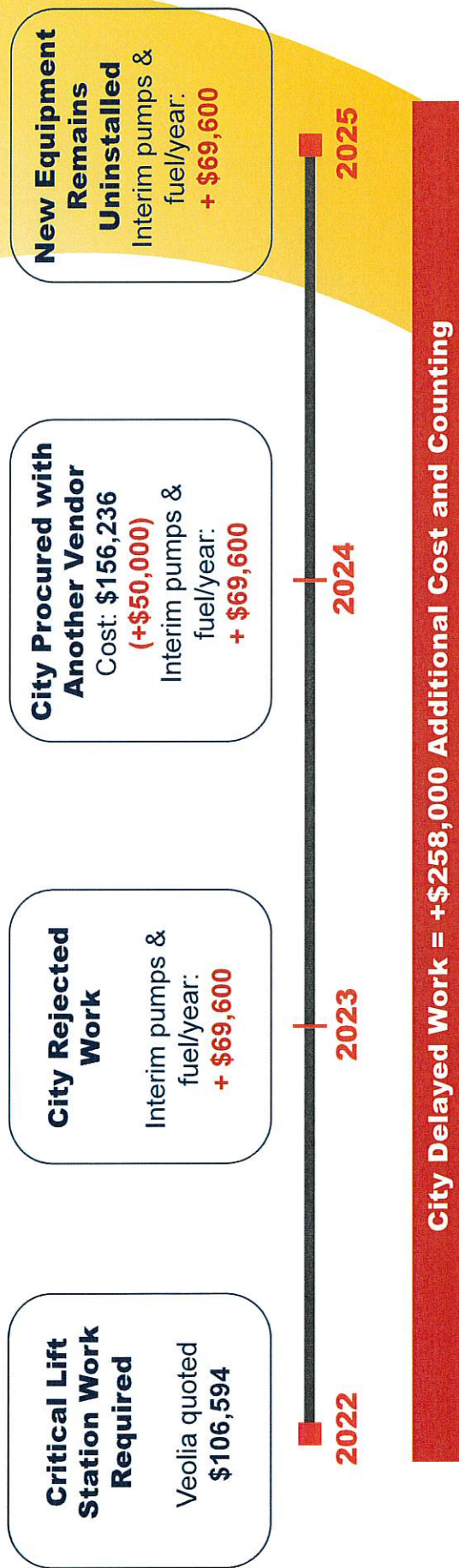
New Water Meter Project

An additional **~\$1 million** and **counting** at the expense of the taxpayers

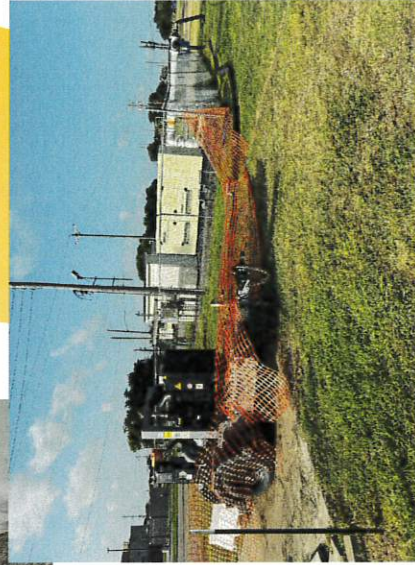
Freeport, TX

Lift Station 15 Replacement (2022 - Ongoing)

This work was critical in 2022 and could have been completed for \$106,594; delays and a shift in the City's approach resulted in significantly higher and ongoing costs.



**Despite being photographed on April 30, 2025; the new pumps and stands remain
uninstalled.**



Freeport, TX

Water Meter Replacement Project (2024/2025)

Paid a Premium with No Added Value

- Veolia's cost would have been under \$2 million and included a free 100-meter trial
- The City proceeded with a singular bid and awarded a **\$3.1 million** contract without requesting Veolia to bid - ultimately costing the City over **+\$1M**

Limited Warranties add to Risk and Cost

- Veolia's warranty is **1 Year on Installation** and **20 Years on Equipment**
- Vendor's warranty is **7 days from installation**
 - o Meters have already failed resulting in repairs averaging **20 man hours/month (~\$1,000)**
 - o All at an additional cost to the city of Freeport

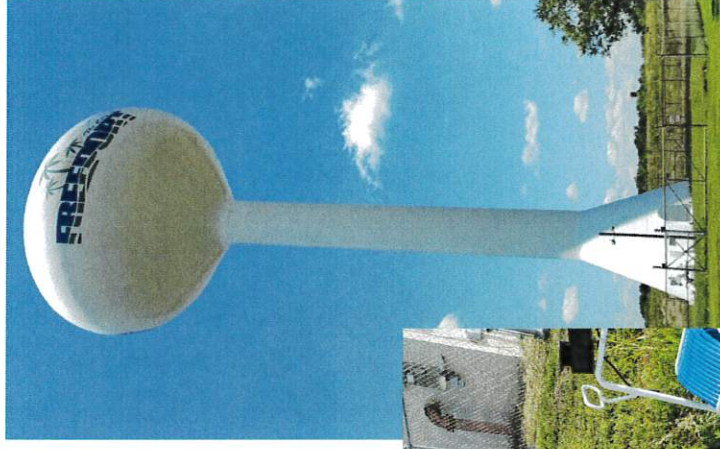


Freeport, TX

The Path To A Balanced Future

A Team That Is Better Together

- Restore the **Partnership**
- Plan Smart, Build Smart, and Spend Smart
- Partnership with aligned goals to Restore your Financial Stability and Balance
- Communication and Transparency which guide every step forward
- Restore the **Partnership**



Freeport, TX

THANK YOU!



Q&A

Freeport, TX



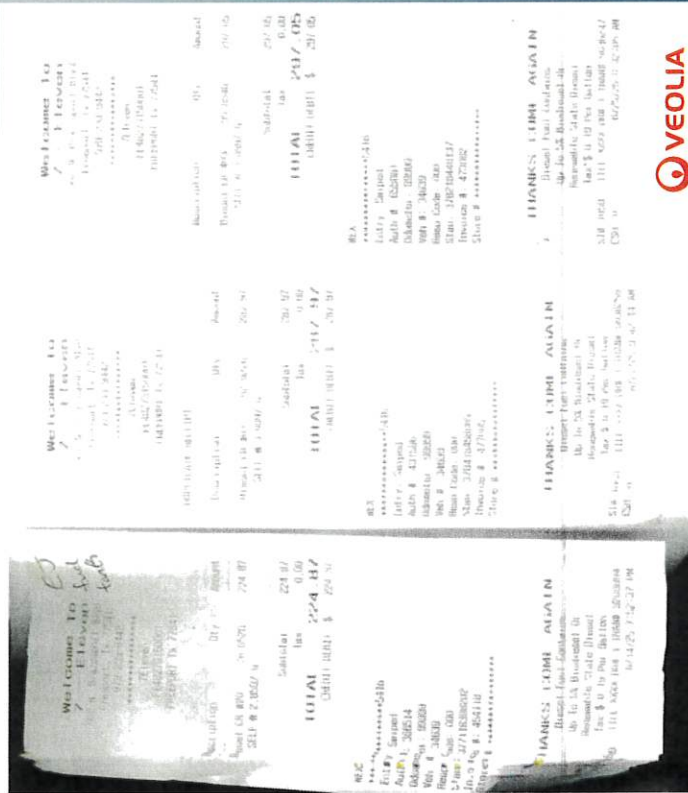


Lift Station 15 Replacement (2022 - Ongoing)

- Price of interim bypass pumps that needed to be rented to keep the station operational:
 - o **\$3,800/month** in rental fees for 2 pumps
 - o Fuel costs alone average **\$2,000+/month** (e.g., \$3,674 in October 2024)

1081108779	TNT Crane	2,561.80	crane rental WWTP
25 0810	Android	2,600.00	1401 N Ave G
25 0823	Android	1,300.00	423 N Ave B - rescheduled job
25 0815	Android	2,600.00	523 S Ave F - install tap
P33958	Encore	2,702.02	degreaser for lift stations
Total May		62,268.38	
236750740-19	United Rentals	1,781.65	bypass pump rental for Is 27 5/29/25-6/26/25
21029	Mercer Controls	1,171.25	troubleshoot VFD 1&2 at WWTP
X174517	Core and Main	575.00	fire hydrants
246873430-03	United Rentals	1,602.08	bypass pump rental for Is 15 5/14/25-6/11/25
W986271	Core and Main	7,968.03	brass water parts
7 Eleven		257.68	fuel for bypass pumps; additional for May 2025
871267	Girouards	31.96	quikrete for water leak
872121	Girouards	7.99	quikrete for sewer job 500 blk W 2nd St
59690	Superior Fab	290.00	fab 2 pump guards
25 0838	Android	3,250.00	1127 W 4th St
656117	NAPA	205.66	intercooler tube for truck 07
656579	NAPA	208.66	battery for Is 15
140207	Specialties Co	227.08	fire hose for top of package plant
875400	Girouards	164.34	parts for sewer job @1130 W 5th & 1131 W 4th
875420	Girouards	(64.99)	parts for sewer job @1130 W 5th & 1131 W 4th
67516	Performance Trans	187.00	oil change truck 1
67518	Performance Trans	115.00	oil change truck 4
67493	Performance Trans	1,002.90	oil change and replace water pump truck 5
67511	Performance Trans	110.00	oil change truck 12
attached	7 Eleven	2,476.09	fuel for bypass pumps for June 2025
Total June		21,567.38	

F



Veolia In-House Camera Trucks

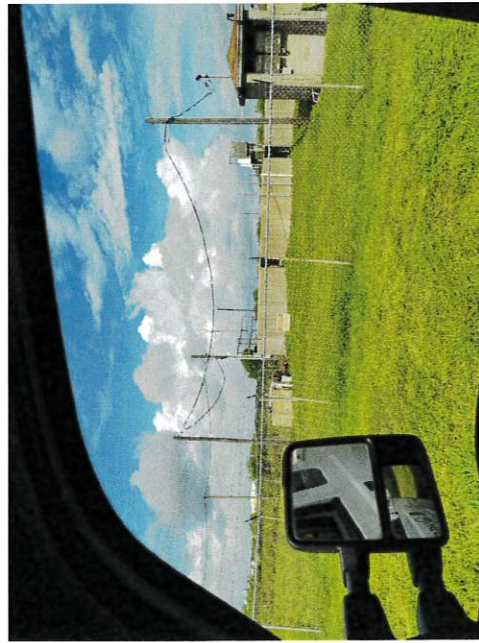
- Veolia field teams in action using our full-size camera truck and on-site push camera system to inspect and assess underground infrastructure.



Freeport, TX

Absence of Generators

- Images confirming the absence of backup generators at both the Slaughter Road water and wastewater sites.



Freeport, TX



Water Tower and Pump Station Locations

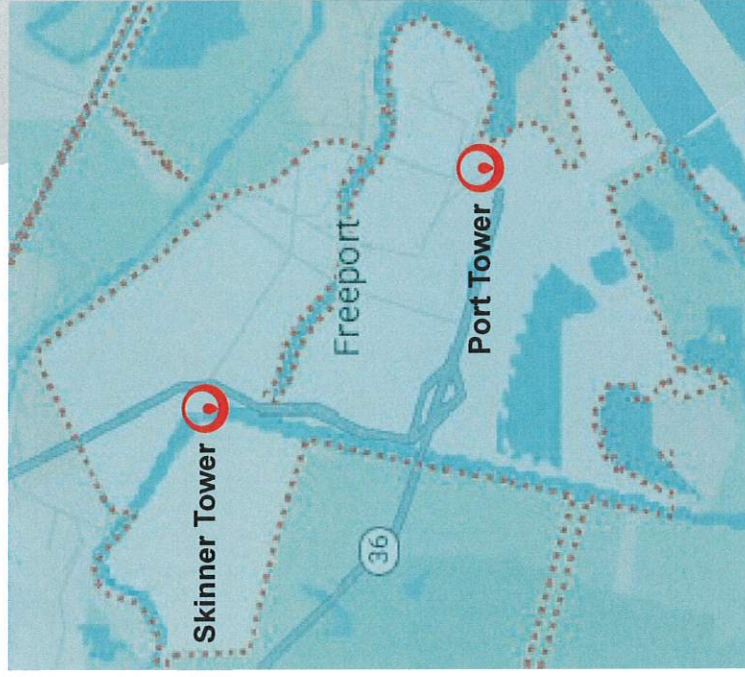
Water Towers (2)

- Port Tower**
1351 Pine Street, Freeport, TX
- Skinner Tower**
Approx. 20 Skinner Street, Freeport, TX

- Water Pump Stations (2)**
 - W. 8th Street Pump Station**
1223 W. 8th Street, Freeport, TX

- S. Avenue F Pump Station**
220 S. Avenue F, Freeport, TX

Freeport, TX



"EXHIBIT B"

VEOLIA

Water/Wastewater System Issues

Central Liftstation #7 (Main Station)

- 3-Pumps were inoperable for months (reported need update)
- Permanent By-Pass Pump inoperable for months (reported need update)
- Manholes need lids bolted down overflow x 3
- Mowing/House keeping always issue
- Fence boards missing not secured site
- Generator Inoperable
- Lack of Preventative maintenance (large debris in wet well)
- Bio filter full of weeds, sprinkler system not working

Water/Wastewater System Issues

Bridge Harbor lift Station

- Pump inoperable
- Rented By-Pass pump for months
- Lack of Preventative maintenance (wet well) 5 years
- Flow meter from Surfside not working due to no sump pump in vault
- I&I issues from Manholes on Marlin and Sailfish due to lack of preventative maintenance (sealing ring and lid)

Water/Wastewater System Issues

Bridge Harbor lift Station

- Pump inoperable
- Rented By-Pass pump for months
- Lack of Preventative maintenance (wet well) 5 years
- Flow meter from Surfside not working due to no sump pump in vault
- I&I issues from Manholes on Marlin and Sailfish due to lack of preventative maintenance (sealing ring and lid)

Water/Wastewater System Issues

Lift Station #10 Velasco/Gulf

- Pump inoperable
- Rented By-Pass pump for months
- 2-Rotating Assemblies out
- Leak on 2" water or force main line by MH

Water/Wastewater System Issues

Kelly Road Lift Station

- Inoperable

Water/Wastewater System Issues

South Avenue I Lift Station #17

- Trash pump tied into discharge
- Station inoperable
- No door and open wet well (safety) child can fall in.

Water/Wastewater System Issues

South Avenue J Lift Station #19

- By-Pass pump on rent for months
- Pump Issues

Water/Wastewater System Issues

Avenue F Pump Station

- #1 Pump missing electrical part – 500GPM pump
- #3 Pump needs full replacement – 1000 GPM pump (Veolia quoted at 48k) city engineer is getting better pricing
- Well offline, meter removed and blind flanged (emergency well) CL2 feed was redone for emergencies. (former supervisor Chris Ware disconnected)
- Generator alarms – coolant issue
- Debris roof damage piled around generator

Water/Wastewater System Issues

Generators

- Avenue F not working (alarms)
- 8th Street Pump station – inoperable (over crank alarm)
- Central Lift Station – inoperable (coolant leak over 1 year)
- WWTP – inoperable for 4 months (diesel leak for over a year)

Water/Wastewater System Issues

10th street water leak going on for months (been reported numerous times)

Avenue N Leak for months (Veolia outsourced repairs, hydrant replaced and unacceptable dress up)

Avenue M Leak for months (Veolia outsourced repairs, hydrant replaced and unacceptable dress up)

Avenue J Sewer issue backing up into apartments (Veolia had outsourced this repair and has been going on for 6 days estimated cost for outsource is 3k dollars per day)

Veolia asked to utilize City employee to dig up water line leak due to being short handed

Water/Wastewater System Issues

Continued lack of ability to isolate main lines (affects BIRD, Businesses and residents).
Failures to issue boil water notices when required
Failure to communicate with City pertaining to water outages
Failure to flush dead-end main lines (TCEQ notice)
Failure to submit annual permitting requirements for wastewater treatment plants per TCEQ requirements (TCEQ notices)
Providing City with wrong locations for grant funded isolation valves
Continued pressure issues / complaints from residents/business owners
All sites have house keeping issues (ongoing issue)

Water/Wastewater System Issues

Veolia has rotated project managers on average of every 4 months the past three years: (lack of oversight and system knowledge)

Brian Bruce

James Carter

Joseph Thaxton

Ian Brannon

Chris Ware

Drew Isomoco

Jeff Justice

Don Martin

Roger Rowe

Water/Wastewater System Issues

The City issued notice to Veolia in June 2021 of deficiencies within the contract pertaining to General service requirements:

2.1 Veolia shall provide a sufficient number of certified and qualified personnel, including management, administrative, operational, technical, laboratory and clerical, who meet relevant State of Texas requirements and certifications.

Veolia does not submit or update the required qualified personnel operating within the systems

Water/Wastewater System Issues

Cont.

2.7 Veolia shall provide Freeport with full documentation that preventative maintenance is being performed:

Veolia submitted some documentation, but city has not received these annually since 2022.

Water/Wastewater System Issues

Cont.

2.13 As required by law, permit or court order, Veolia will prepare plant performance reports and submit them to Freeport for signature and transmittal to appropriate authority. Those reports will include quarterly reports and system evaluations identified in the agreed orders for sewer systems.

Veolia has not provided these documents to the city.

Water/Wastewater System Issues

Cont.

4.4 Veolia shall establish a routine, normal sewer line preventative maintenance program as described in appendix E.

Veolia has not provided the city a program as described in appendix E

Water/Wastewater System Issues

Cont.

Appendix E

E1 Inspect manholes for condition and provide a list of manholes for rehabilitation to Freeport annually

Veolia has not provided this list since 2022.

E3 Perform wastewater collection line cleaning on an annual basis for approximately 20% of the main lines and document efforts by data transfer to Freeport GIS system

Veolia has not provided since 2022

E4 Perform digitally televised inspection of approximately 20% of the main lines annually, and document inspections by data transfer to Freeports GIS system

Veolia has not provided since 2022

Water/Wastewater System Issues

Cont.

Appendix E

E5 Assess main line segment conditions from televised inspections and provide a prioritized list of line repairs or replacements to Freeport annually

Veolia has not provided since 2022

E6 Perform flow monitoring on an annual basis for approximately 20% of the main lines, and document monitoring by data transfer to Freeports GIS system

Veolia has not provided since 2022

E7 Perform lift station fixed asset technical assessment on all lift stations and provide a recommended 2-year fixed assets repair and replacement to Freeport annually

Veolia has not provided annually

Bridge Harbor lift Station



Bridge Harbor lift Station



Velasco/ Gulf Blvd



West 10th



Avenue I



Avenue I



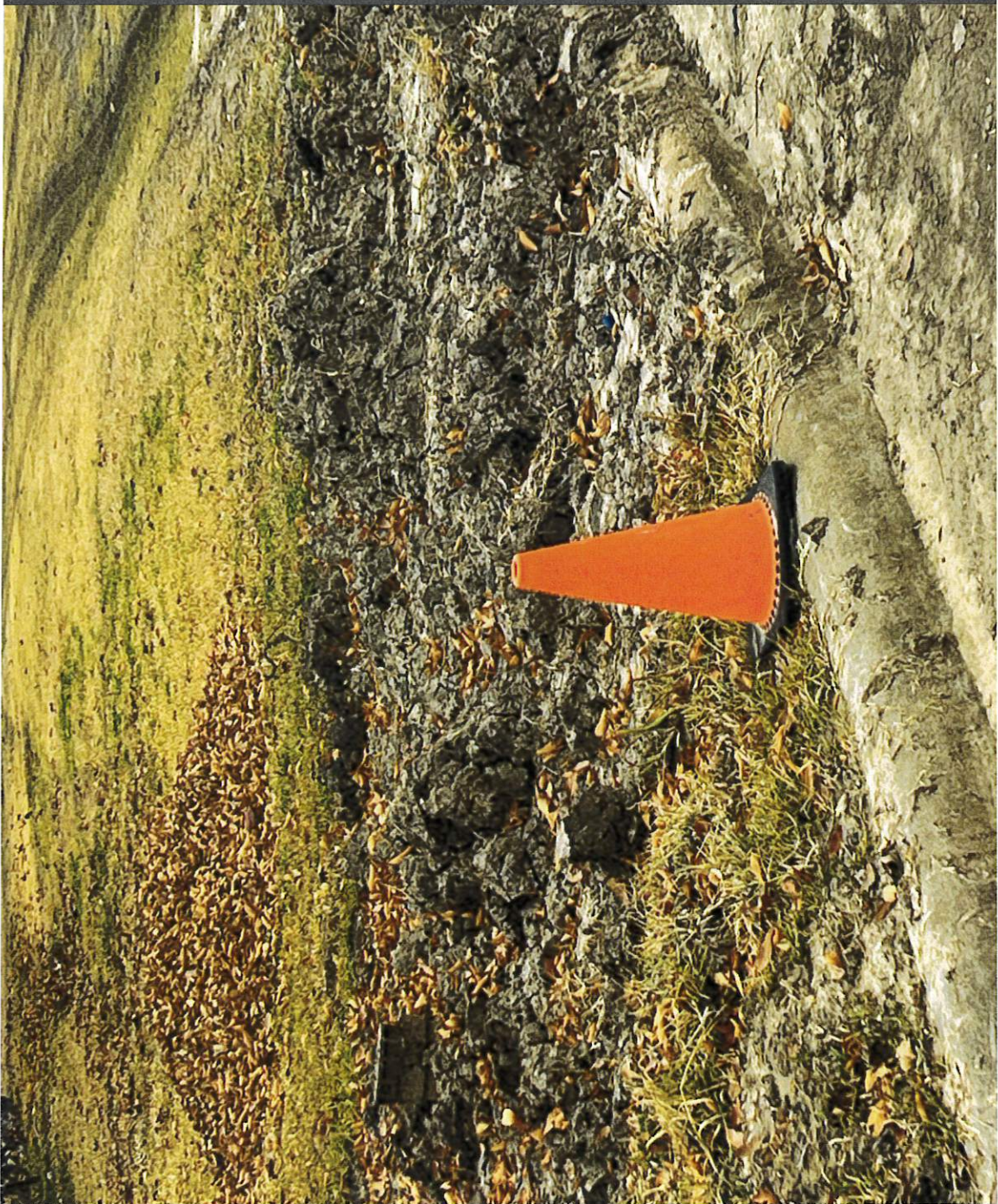
Avenue I



Avenue J



Avenue N



Avenue O



"EXHIBIT C"



City of Freeport Water/WasteWater

Staff Bios: Rudy Ragle

Experience:

- 1999 Started in private sector in water and wastewater industry.
 - Ending position: Crew Chief Maintenance
 - TCEQ License: D water and D wastewater
- 2001 Started working for municipality in water and wastewater.
 - Ending position: Superintendent of Public Works
 - TCEQ License: C groundwater, C wastewater and BPAT
- 2014 Returned to private in sector water and wastewater.
 - Ending position: Senior Operator
 - TCEQ License: B groundwater, C surface water and CSI
- 2018 Transferred to a different private sector in water and wastewater.
 - Ending position: Operations and Accounts Manager
 - TCEQ License: OSSF (On-Site Sewage Facilities) maintenance provider
- 2023 Returned to municipality in water and wastewater.
 - Hired position: Utilities Operations Manager
 - Current position: Public Works Director

Staff Bios: Rudy Ragle

Additional Experience:

- Operation of distribution system consisting of a combined 2 million gallons of elevated and ground tanks.
- Operation of 26 groundwater wells consisting of both Trinity and Paluxy with a combined daily production of 1.3 million gallons.
- Design, implementation and operation of SCADA.
- Oversee employees in the repair and maintenance of infrastructure.
- Pump station repair and maintenance to include booster pumps, chlorine injection, troubleshooting problems and electrical.
- Repair and maintenance of pump station structures.
- Operation of a 300K gallon per day wastewater treatment plant.
- Assist with capital improvement projects.

Staff Bios: Nick Meeks

Experience:

- 2002 Started in private sector in water and wastewater industry.
 - Ending position: Operator III
 - TCEQ License: groundwater C, groundwater B, and wastewater B
- 2025 Started in municipality in water and wastewater industry.
 - Current position: Utilities Operation Manager
 - TCEQ License groundwater C, groundwater B, and wastewater B

Additional Experience:

- National Center for Construction Education and Research (NCCER)
 - Certified safety technician
 - Certified safety supervisor
 - Certified site safety training

History

- September 14, 2015: The City signed an agreement with Veolia for operations, maintenance and management of services for the water system and wastewater treatment plant.
- May 19, 2023: The City, via Olson & Olson, sent a letter to Veolia regarding breach of the agreement for deficiencies and unacceptable performance.
- August 7, 2023: The City Council held an Executive Session regarding pending or potential litigation concerning Veolia. Per the minutes, a motion was made to send a letter giving notice of non-renewal to Veolia. The motion passed 5-0.
- September 11, 2023: The City Council held the public hearing for FY 2023-2024 Proposed budget. Per the minutes, a position of Utilities Operation Manager was added to the Water/Sewer fund to monitor the Veolia contract and shadow Veolia.

History

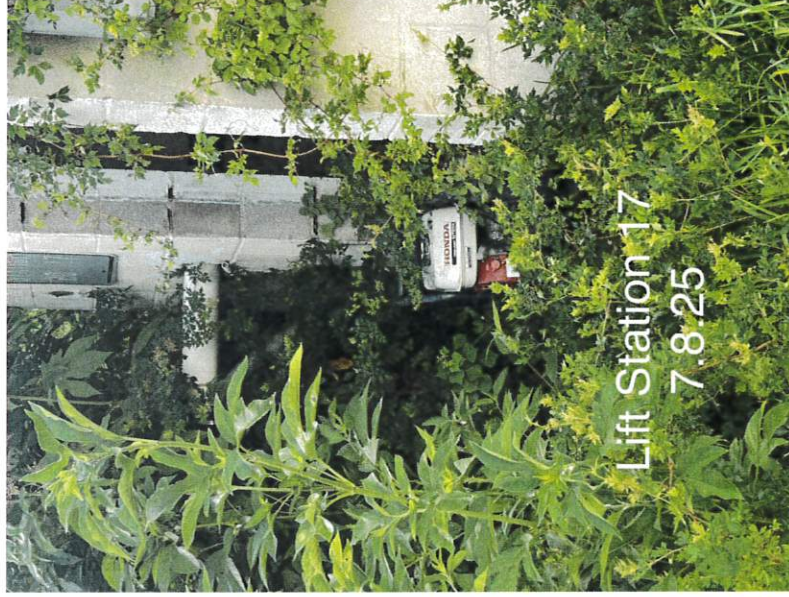
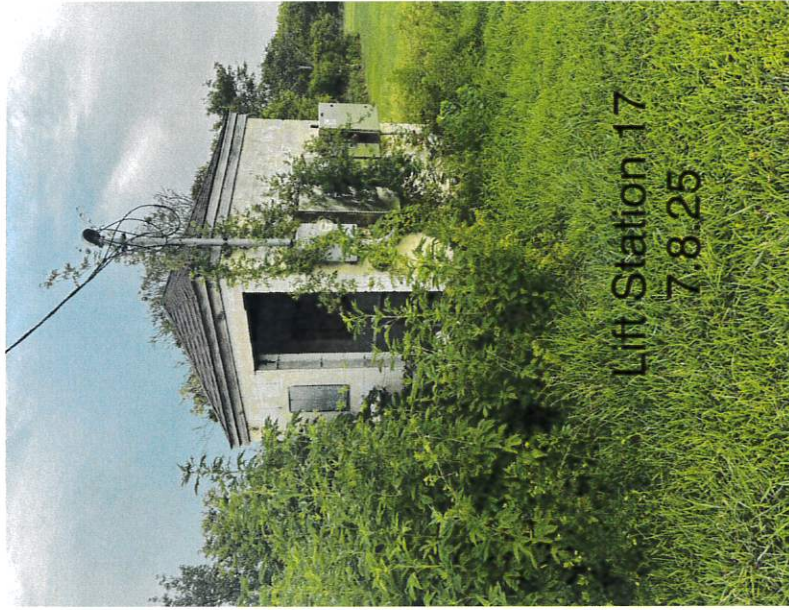
- December 4, 2023: Rudy Ragle was hired and started as Utilities Operations Manager
- November 21, 2024: The former City Manager sent a letter to Veolia regarding notice of cancellation and the decision not to renew the 10 year agreement set to expire September 14, 2025.
- January 2, 2025: Nick Meeks was hired and started as Utilities Operations Manager. This position became open due to Rudy being promoted to Public Works Director.
- June 12, 2025: Chief Jennifer Howell became Interim City Manager and began to assess the current status and issues for the city.

Why are we here today?

To determine what is best for the city and provide information for city council to make an informed decision.

- Veolia concerns:
 - No capital improvements
 - Lack of communication and partnership
 - Lack of accountability
 - Liability to our city and citizens
- City concerns:
 - Start up costs of new water/wastewater department
 - Unknown current and/or arising issues
 - No base revenue with new meters
 - Short timeline due to no previous preparation

Why are we here today?



Because it has been 1 ½ years



December 2023

- Arriving to Freeport and getting an idea of where the water system and wastewater system status.







July 2025

- This month getting an idea of the water system and wastewater system status.



Lift
Station
15
7.8.25



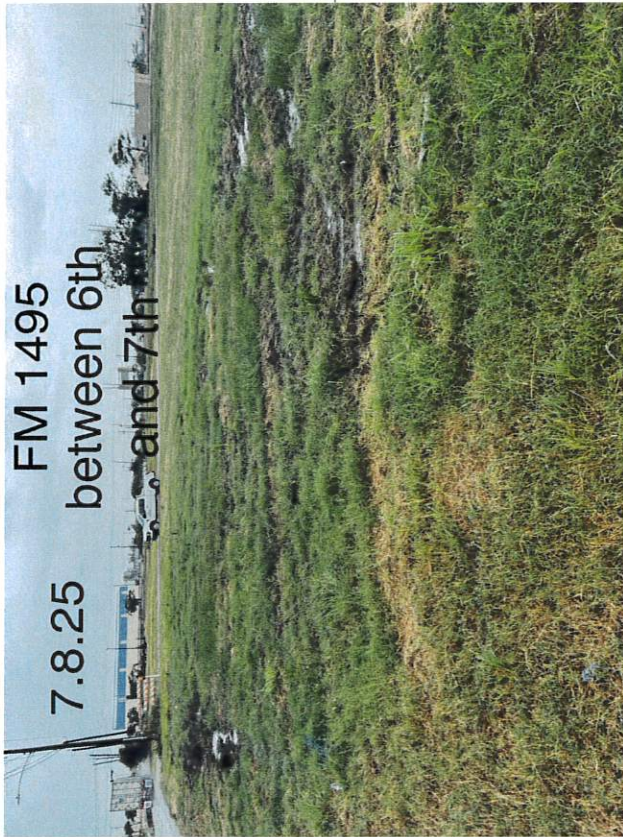
Lift Station 15
7.8.25

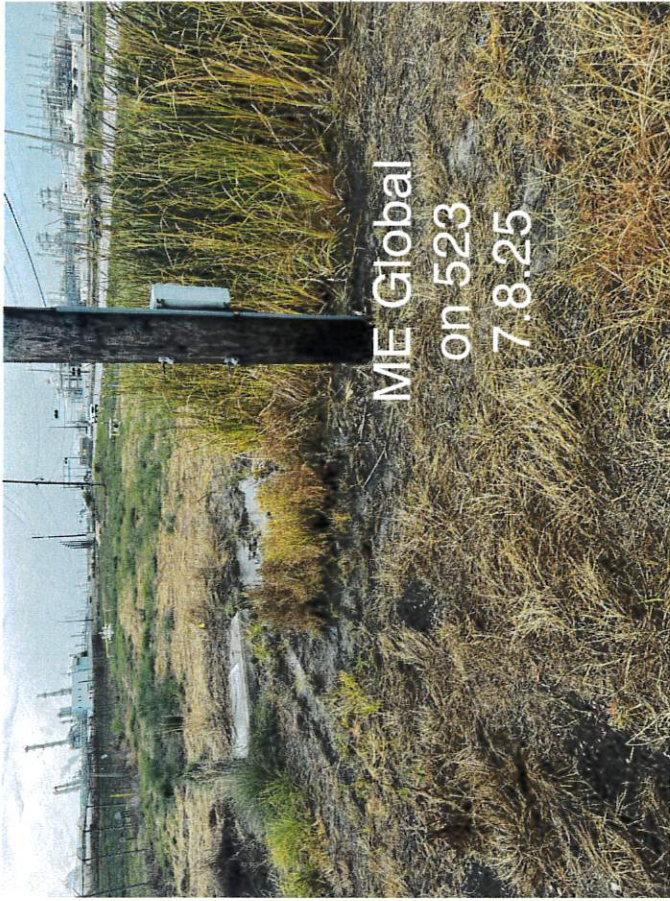


1224 Brazosport
Dollar General
7.8.25

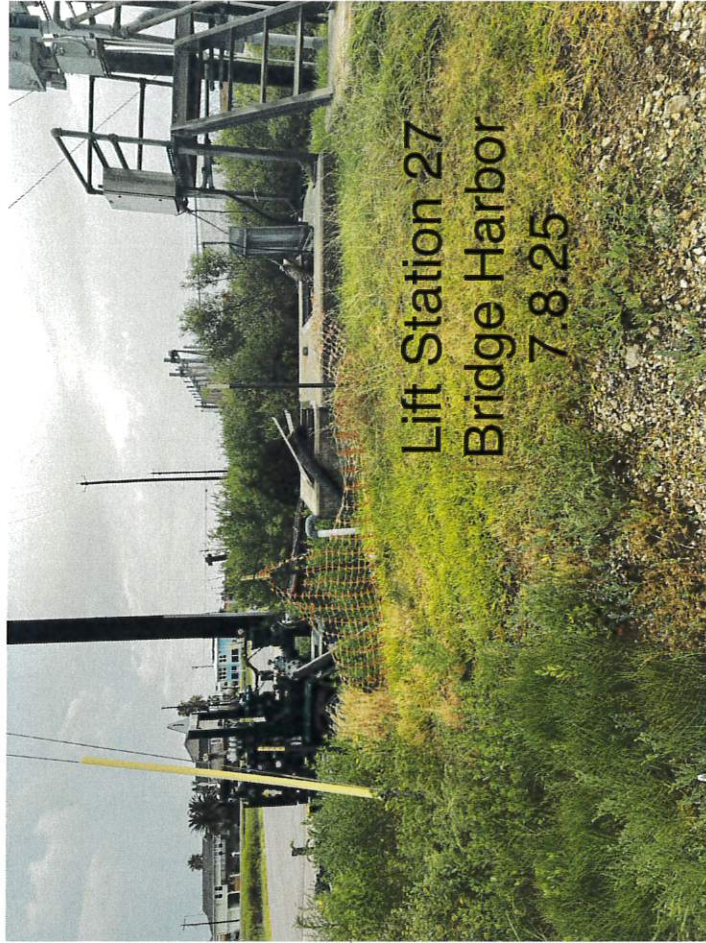


Dollar General
7.8.25

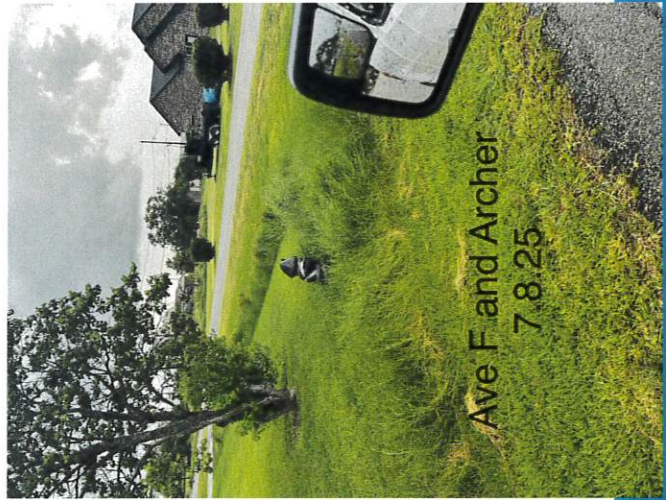




ME Global
on 523
7.8.25



Lift Station 27
Bridge Harbor
7.8.25



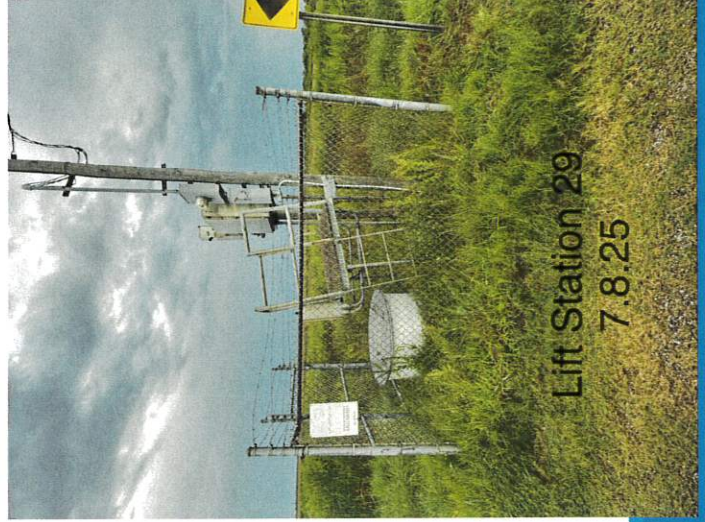
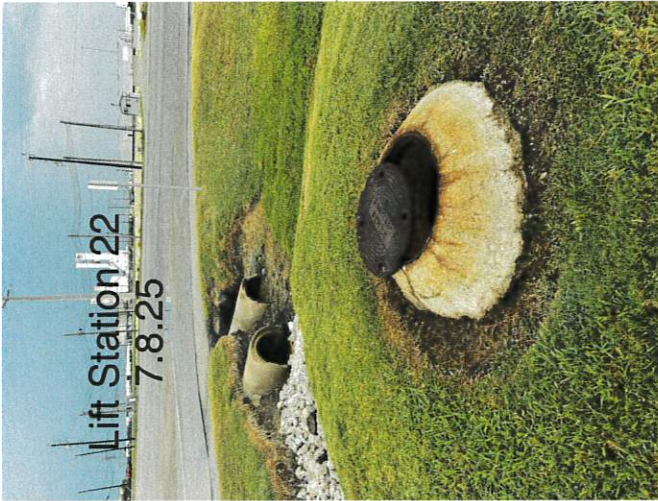
Ave F and Archer
7.8.25



Sage on
Hwy 332
7.8.25



Lift Station 27
Bridge Harbor
7.8.25



Why choose City of Freeport?

- ~~Veolia concerns:~~

- ~~No capital improvements~~
- ~~Lack of communication and partnership~~
- ~~Lack of accountability~~
- ~~Liability to our city and citizens~~

- Because we can eliminate these concerns above.
- Because the reward is worth the risk.

Finance

- New budget format is a balanced budget: Revenue – Expenses – Transfers = 0
- 2025-2026 will be our first year to run as a balanced budget
- Previous years will reflect differently due to different format
- How a balanced budget works:
 - Start of year balanced
 - Mid-year we will re-evaluate and reallocate funds towards projects or savings
 - End of year we will end positive

Finance - Veolia

VEOLIA CONTRACT BILLINGS AND R&M OVERAGES											
FY 2020	O&M TOTALS	FY 2021	O&M TOTALS	FY 2022	O&M TOTALS	FY 2023	O&M TOTALS	FY 2024	O&M TOTALS	FY 2025	O&M TOTALS
Oct-19	207,085.89	Oct-20	206,115.61	Oct-21	216,421.40	Oct-22	226,198.26	Oct-23	235,359.29	Oct-24	242,961.53
Nov-19	207,085.89	Nov-20	206,115.61	Nov-21	216,421.40	Nov-22	226,198.26	Nov-23	235,359.29	Nov-24	242,961.53
Dec-19	207,085.89	Dec-20	206,115.61	Dec-21	216,421.40	Dec-22	226,198.26	Dec-23	235,359.29	Dec-24	242,961.53
Jan-20	207,085.89	Jan-21	206,115.61	Jan-22	216,421.40	Jan-23	226,198.26	Jan-24	235,359.29	Jan-25	242,961.53
Feb-20	207,085.89	Feb-21	206,115.61	Feb-22	216,421.40	Feb-23	226,198.26	Feb-24	235,359.29	Feb-25	242,961.53
Mar-20	207,085.89	Mar-21	206,115.61	Mar-22	216,421.40	Mar-23	226,198.26	Mar-24	235,359.29	Mar-25	242,961.53
Apr-20	207,085.89	Apr-21	206,115.61	Apr-22	216,421.40	Apr-23	226,198.26	Apr-24	235,359.29	Apr-25	242,961.53
May-20	207,085.89	May-21	206,115.61	May-22	216,421.40	May-23	226,198.26	May-24	235,359.29	May-25	242,961.53
Jun-20	207,085.89	Jun-21	206,115.61	Jun-22	216,421.40	Jun-23	226,198.26	Jun-24	235,359.29	Jun-25	242,961.53
Jul-20	207,085.89	Jul-21	206,115.61	Jul-22	216,421.40	Jul-23	226,198.26	Jul-24	235,359.29	Jul-25	242,961.53
Aug-20	207,085.89	Aug-21	206,115.61	Aug-22	216,421.40	Aug-23	226,198.26	Aug-24	235,359.29	Aug-25	242,961.53
Sep-20	207,085.89	Sep-21	206,115.61	Sep-22	216,421.40	Sep-23	226,198.26	Sep-24	235,359.29	Sep-25	242,961.53
TOTAL:	2,485,030.68	TOTAL:	2,473,387.32	TOTAL:	2,597,056.80	TOTAL:	2,714,379.12	TOTAL:	2,824,311.48	TOTAL:	2,915,538.36
FY 2020	R&M OVERAGE	FY 2021	R&M OVERAGE	FY 2022	R&M OVERAGE	FY 2023	R&M OVERAGE	FY 2024	R&M OVERAGE	FY 2025	R&M OVERAGE
Jan-21	78,617.24	Jan-22	60,167.96	Dec-22	281,672.48	Jan-24	339,415.07	Mar-25	179,390.38	As of May-25:	90,474.79
2020 TOTAL:	2,563,647.92	2021 TOTAL:	2,533,555.28	2022 TOTAL:	2,878,729.28	2023 TOTAL:	3,053,794.19	2024 TOTAL:	3,003,701.86	2025 TOTAL:	3,006,013.15

Grand Total Spent: \$ 17,039,441.68

Finance - Veolia

Water/Sewer (Department 565) - Veolia							Utility Fund (Fund 56)
Category	FY2022-2023 Actual	FY2023-2024 Actual	FY2024-2025 Adopted Budget	FY2024-2025 Current Budget	FY2024-2025 Estimate	FY2025-2026 Proposed Budget	Increase/ (Decrease)
Salaries Total	\$ 100,584	\$ 120,943	\$ 204,932	\$ 204,932	\$ 118,610	\$ 158,380	\$ (46,552)
Benefits Total	50332.38	55534.83	82,676.00	82,676.00	55,070.96	78,741.00	(3,935.00)
Supplies Total	\$ 33,202	\$ 27,290	\$ 58,700	\$ 58,700	\$ 35,600	\$ 42,000	\$ (16,700)
Services Total	\$ 6,142,994	\$ 6,423,318	\$ 7,340,270	\$ 7,340,270	\$ 7,188,075	\$ 7,276,700	\$ (63,570)
Maintenance Total	\$ 58,587	\$ 82,676	\$ 115,000	\$ 115,000	\$ 15,100	\$ 18,000	\$ (97,000)
Sundry Total	\$20,094.02	\$685,973.61	\$44,500.00	\$44,500.00	\$30,600.00	\$31,950.00	\$ (12,550)
Debt Service Total	\$ 91,397	\$0	\$0	\$0	\$0	\$0	\$0
Capital Outlay Total	\$1,081,163	\$2,882,874	\$0	\$0	\$2,876,186	\$0	\$0
Grand Total Expenses	\$ 7,578,353	\$ 10,278,610	\$ 7,846,078	\$ 7,846,078	\$ 10,319,242	\$ 7,605,771	\$ (240,307)
Revenue	\$ 8,992,824	\$ 14,130,843	\$ 7,950,000	\$ 7,950,000	\$ 10,357,375	\$ 7,412,880	\$ (687,120)
Transfers	\$ (390,725)	\$ (453,783)	\$ (451,650)	\$ (451,650)	\$ (451,650)	\$ (791,039)	\$ 339,389
Revenue-Expenses-Transfers	\$ 1,023,746	\$ 3,398,449	\$ (347,728)	\$ (347,728)	\$ (413,517)	\$ (983,930)	

Finance – Freeport

Water/Sewer (Department 565) - Freeport							Utility Fund (Fund 56)	
Category	FY2022-2023 Actual	FY2023-2024 Actual	FY2024-2025 Adopted Budget	FY2024-2025 Current Budget	FY2024-2025 Estimate	FY2025-2026 Proposed Budget	Increase/ (Decrease)	
Salaries Total	\$ 100,584	\$ 120,943	\$ 204,932	\$ 204,932	\$ 118,610	\$ 757,600	\$ 552,668	
Benefits Total	50332.38	55534.83	82,676.00	82,676.00	55,070.96	361,741.00	279,065.00	
Supplies Total	\$ 33,202	\$ 27,290	\$ 58,700	\$ 58,700	\$ 35,600	\$ 228,000	\$ 169,300	
Services Total	\$ 6,142,994	\$ 6,423,318	\$ 7,340,270	\$ 7,340,270	\$ 6,939,275	\$ 4,083,500	\$ (3,256,770)	
Maintenance Total	\$ 58,587	\$ 82,676	\$ 115,000	\$ 115,000	\$ 15,100	\$ 255,000	\$ 140,000	
Sundry Total	\$20,094.02	\$685,973.61	\$44,500.00	\$44,500.00	\$30,600.00	\$51,000.00	\$6,500.00	
Debt Service Total	\$91,397	\$0	\$0	\$0	\$0	\$0	\$0	
Capital Outlay Total	\$1,081,163	\$2,882,874	\$0	\$0	\$2,876,186	\$500,000	\$500,000	
Grand Total Expenses	\$ 7,578,353	\$ 10,278,610	\$ 7,846,078	\$ 7,846,078	\$ 10,070,442	\$ 6,471,841	\$ (1,374,237)	
Revenue	\$ 8,992,824	\$ 14,130,843	\$ 7,950,000	\$ 7,950,000	\$ 10,357,375	\$ 7,262,880	\$ (687,120)	
Transfers	\$ (390,725)	\$ (453,783)	\$ (451,650)	\$ (451,650)	\$ (451,650)	\$ (791,039)	\$ 339,389	
Revenue-Expenses-Transfers	\$ 1,023,746	\$ 3,398,449	\$ (347,728)	\$ (347,728)	\$ (164,717)	\$ -		

Questions?



Thank you.

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, July 21, 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- Absent
Councilman Winston Rossow

Staff: Dan Pennington, Interim City Manager
Clarisa Fernandez, City Secretary
Ashlee Hurst, Finance Director
Toby Cohen, IT Manager
Donna Fisher, Human Resource Director
Holden Ezell, Building Inspector
Jennifer Howell, Police Chief
Chris Motley, Fire Chief
Rudy Ragle, Public Works Director

Visitors:	David McGinty	Kenneth Hayes
	Sam Reyna	Melanie Oldham
	Manning Rollerson	Carol Parker
	Linda Marshall	Mark Parker

Call to Order:

Call to Order - Jerry Cain, Mayor

Mayor Cain called the regular scheduled meeting of the Freeport City Council to order at 6:00P.M. on Monday, July 21, 2025, declaring that a quorum was present.

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.

Kenneth Hayes resides at 414 Mystery Harbor. He addressed the Council about two issues: the act Mr. Pena pulled in the last meeting, specifically the repeated use of vulgar language, after being told to stop—stating it was unacceptable, and he should be kicked out if repeated. He also objected to the consideration of rehiring Chris Duncan as City Attorney, referencing past Council decisions and stating there was a reason for his previous dismissal beyond personal issues.

Manning Rollerson addressed the Council with two main concerns. First, he questioned the \$500,000 invested in the new soccer field, stating it was voted to be placed in Lincoln Park, which does not exist on Fourth Street, and that infrastructure for a community was also voted on but never built after three years. He demanded the lock on the soccer field gate be removed since it was funded by taxpayers, warning of a possible lawsuit. He spoke about the unsafe condition of an EDC property in Yellowstone, raising liability concerns if a child is hurt there. Second, he condemned the lack of transparency about toxic water in Freeport, noting that four people died over three years from cuts sustained in the Brazos River, and that the City failed to warn the public, especially with rising tourism. He emphasized the May to October period as the most dangerous for bacteria per the State and criticized the City's handling of safe water, housing, and industrial expansion. He urged caution about approving the diesel plant, stating 17 industries have poisoned the community without accountability.

David McGinty addressed the Council regarding the workshop being back on the agenda. He stated the workshop, if used correctly, is the voice of the citizens to be heard via City Councilmen, specifically Jeff Pena as his representative. He respectfully asked the Council to use the workshop as intended: (1) to address specific issues brought by constituents, (2) to make public announcements about events or issues in the wards and City, and (3) to give praise, offer positive comments or solutions, and celebrate accomplishments with citizens. In closing, he emphasized the workshop as the citizens' voice through the Council's voice and implored the Council to use it positively to make Freeport the best Freeport.

Sam Reyna resides at 2002 North Avenue G. He addressed the Council about several concerns involving Chris Duncan. He stated Cathy Ezell reviewed financial documents with the EDC board and found the Duncan law firm had overbilled on an unapproved contract. He said Mr. Duncan emailed Cathy Ezell that it was not her job to question invoices, only to cut checks as requested. He repaid \$1,600 after being caught. Mr. Reyna also said Mr. Duncan wrote another check for rent that he did not resolve until the DA got involved. Mr. Duncan is representing Jeff Pena on short-term rental permit charges and is also supposed to represent the City, which Mr. Reyna stated there is a conflict of interest. Mr. Duncan's work with the EDC was illegal and not board-approved. Mr. Reyna shared a personal legal dispute: 15 years ago, he remodeled Stacy Miller's apartment, gave her a discount, and did free work. She refused to pay the remaining \$3,800, and in court, Mr. Duncan represented her. Mr. Reyna showed extensive proof of completed work, while Duncan presented a misleading photo suggesting a cabinet door was missing. The judge determined the door was present and ruled on Mr. Reyna's favor, but he was never paid. Mr. Reyna said Mr. Duncan should not represent the City or be in Freeport at all. He presented a copy of the hot check and referenced another case involving Pedro Garza.

Melanie Oldham resides at 1206 West Broad Street. She expressed appreciation that the Council is ahead of schedule on the budget and welcomed the opportunity for public input. She responded to Mr. Sam Reyna's earlier comments, stating they were not completely true. She said she has attended EDC meetings for a long time and reads all the minutes. The audit Mr. Reyna referenced covered both the City and EDC, which are separate components. The major discrepancy noted was with the mowing company due to poor internal financial review, which the auditor instructed Cathy and the EDC to fix. She acknowledged a small discrepancy involving Chris Duncan's paycheck, calling it a slight mistake and not significant. She disagreed with Reyna's portrayal of Mr. Duncan as a bad attorney, stating Mr. Duncan is a very good attorney, even if she has not always agreed with him in the past. She thanked the Council for listening on the

budget.

Consent Agenda:

Action regarding Minutes, July 7, 2025 - Clarisa Fernandez, City Secretary

Action approving Monthly Financials through June 30, 2025- Ashlee Hurst, Finance Director

A motion was made by Councilman Davis to approve the Consent Agenda, seconded by Councilman Pena with all present and voting "Aye" 4-0. The Council unanimously approved the motion.

Proclamations - Presentations and Updates

Presentation of the Investment Report for Quarter Ending June 30, 2025- Ashlee Hurst, Finance Director

Finance Director Ashlee Hurst presented the investment report for the quarter ending June 30, 2025.

Presentations of the Proposed Budget Fiscal Year 2025-2026-Ashlee Hurst, Finance Director

Finance Director Ashlee Hurst presented the attached presentation titled "Exhibit A" to the Council on the Proposed Budget Fiscal Year 2025-2026. Ms. Hurst acknowledged the budget cycle had been different from usual given recent changes. She emphasized this was preliminary and would be on file by the 31st, with continued work through August and September meetings.

Upcoming Events -Freeport Historical Museum, Shark Exhibit, May 24 - August 13.

Interim City Manager Dan Pennington gave updates on upcoming events.

Public Hearings

Public Hearing: Proposed Budget Fiscal Year 2025-2026.

Mayor Cain opened the Public Hearing at 6:50P.M.

Finance Director Ashlee Hurst said the preliminary proposed budget for 2025–2026 was developed after departments submitted operating costs to maintain current service levels. Additional items were submitted as supplemental requests and discussed with the Council and the Mayor in early July budget meetings. The preliminary proposed budget does increase the City's reserves. Now is the time for City Council to provide staff with additional project suggestions and guidance on funding or allocating excess revenues. After tonight's discussion, any changes by the Council will be made, and a new proposed budget will be distributed. Further discussions will occur on August 4th and August 18th meeting. Staff recommend public hearings on the budget and tax rate be held on September 2nd, with adoption also taking place then. If not adopted on September 2nd, it must be done by September 15th to comply with the City Charter and Texas tax code. Currently, the preliminary proposed budget includes no tax rate increase and no water and sewer rate increases. The EDC board approved their portion of the budget on July 8th, and it will be included in the City's budget for Council adoption in September.

Melanie Oldham stated she could not see the screen and requested a paper copy of the proposed budget, as was provided in past years. She expressed concern over the budget's negative \$1.1 million starting point and noted that she had previously advised former City Manager Petty to focus on increasing revenue through means such as hiring at least a PRN grant writer. She emphasized the importance of industrial district agreements, referencing the Freeport LNG agreement that expired in 2024, and spoke about City Manager

Kelty for renegotiating without help, suggesting more money could have been secured. She urged that negotiations with industries like Dow and BASF involve skilled attorneys and called for better leadership in these dealings. She supported the new Interim City Manager Pennington and reiterated the value of grants. She spoke about the previous exclusion of Veolia from the meter system bidding process, suggesting a lower cost might have been possible. Ms. Oldham asked what the \$113,000 street increase was for? Finance Director Ashlee Hurst said it was for the Street Department, not projects. She stressed the public's priority for infrastructure and called for all departments to focus strictly on needs. She questioned the \$212,000 golf course budget increase? Ms. Hurst said both revenue and expenses were updated to reflect actuals, so they both increased. Councilman Pena said the Golf Course brought in \$1 million but is still operating at a \$400–\$500K loss. Ms. Oldham noted the limited usage by residents and said it should be reviewed. She asked if the \$515,000 figure was the department's total wish list increase? Ms. Hurst said it reflected overall day-to-day expenditure increases. She said the City must prioritize infrastructure, roads, and essential services and tighten budgets. Regarding the EDC budget, she acknowledged it is a separate component but mentioned past audit concerns about lack of internal controls, especially with a large over payment to a mowing company. She urged the Council to review it. She clarified Mr. Johnson works for the EDC board. Ms. Oldham requested a paper copy of the budget. She said a few months back she was out of the Country, and she was watching the meeting and former CFO Ezell was at the meeting that she interpreted as approving budget padding by department heads. She described a scenario where a department might budget for 13 employees knowing they would only hire 5–6 and use the leftover funds without Council approval. She referenced former Police Chief Ty Morrow refusing to pad his budget and being fired. She stated that this is wrong and illegal, and that the budget should be developed with public input as well as from the Council.

Councilman Pena said he had a couple of questions and comments in response to Ms. Oldham's earlier points, stating they were good. He reflected on last year's discussion of needing a conservative budget and emphasized that this year's \$1.1 million deficit made it even more critical to aim for a balanced budget next year. Philosophically, he compared City budgeting to financing a car to get to work—suggesting that it is acceptable to run a deficit temporarily if it is part of a responsible strategy for long-term growth. He stressed that being in the red is justifiable if the spending is smart and not wasteful. He warned against padding numbers, referencing past years when that occurred, and supported tightening up on them. He also favored pursuing grants and considered the idea of hiring a grant writer. Councilman Pena proposed involving the seniors to volunteer for grant writing, with a potential reward of 5–10% of the funds they help raise allocated to the senior department's budget which is around \$17,000. On another point, he questioned how much industrial tax revenue might be left on the table and suggested reviewing contracts. Finance Director Ashlee Hurst said the contracts are up for negotiation and use Hugh Landram as the company to negotiate them.

Councilman Davis asked if the City had been in contact with them? Police Chief Jennifer Howell said that a meeting was scheduled—not the coming week, but the week after with Clute and Lake Jackson just to kind of get the fill in on what has been going on since we have not been a part of those. Councilman Davis expressed he had some concerns as some people from other cities were saying that the City was not really in the meetings and was glad Chief Howell checked on that. Chief Howell said they had already pulled up all the contracts and got Mr. Pennington filled in on that as well. Councilman Davis said as far as this budget with a million down and plus, like that but is glad Finance Director Ashlee Hurst is taking it in a different direction and thanked her for everything that she has doing because last year was his first year and told the Council it looked like it was Chinese. He said he appreciated the clarity now. He said he knows there are many more meetings to go and is starting to understand, and he will be vocal this year. He said he has to take any accountability for last year budget they were all in it together, but it was not really all in it, and it was not enough. He said he was not going to harp on the last year and is going to be positive and move forward. Councilman Davis said he sees what is happening this year, and he knows that the numbers are going to change because they are all going to come together and are going to make sure that they do the right thing for the City this year because it is transparency. He said they are communicating, putting their ideas in, and working together. Councilman Davis concluded by thanking Chief Howell for the emails that

were sent out. Councilman Davis said he sees the transparency coming in that is the key that is going to change this whole situation around.

Melanie Oldham said she used to attend BWA meetings 10 years ago about the diesel plant and if she understands 50 years ago BWA signed contracts with the seven Cities requiring them to take a set amount about 20 million gallons per day. She noted that rates can not be increased for various reasons, but like her Councilman said, if we are smart and sell that water when we do not need it, it could be beneficial. She warned that during a future drought all that water may be needed and added, water is liquid gold and other cities would want it. She emphasized the importance of monitoring usage. She said Finance Director Ashlee Hurst and others got to keep an eye on how much water is being used, referencing a presentation by Mr. Matamoros, where usage spiked due to a water leak in Gladio. She said there is always a reason and pointed out to Mr. Hayes that, under the 50-year contract, each City has to take a certain amount of water, but you can sell it.

Mayor Cain said to the Council he was going back to the department budget requests that they have, and looking over this, understand the requests from the departments come to a total of \$3.6 million. He said Finance Director Ashlee Hurst said she feels confident that we can go 1.8. Mayor Cain stated he has heard over and over that this is going to be a work in progress and something we are going to have to keep a real close eye on. He said although Ms. Hurst said we could go 1.8, if we were to go 0.8 and leave one there, then six months down the road, we look like we are better than what we anticipated then consider doing something with that extra million. He said this was just a thought, but thinks it would be best spent taking care of the City's finances.

Mayor Cain closed the Public Hearing at 7:15P.M.

Public Hearing: Consideration and possible action approving Re-Plat of lots 1 thru 12 and lots 16 thru 24, including a portion of lots 13 thru 15, all in blocks 735 and a portion of Stratton Street (abandoned R.O.W) of Velasco Township as recorded in volume 32, page 14 of the Brazoria County deed records in the Alexander Calvit Survey abstract 49 City Of Freeport Brazoria County, Texas.

Mayor Cain opened the Public Hearing at 7:16P.M.

Building Inspector Holden Ezell stated that the replat discussion had been tabled at the last council meeting and is now being revisited. He emphasized that the council is strictly discussing the replat, not the proposed business, which could change at any time depending on ownership. He clarified that the replat was submitted to Planning and Zoning in April, and under the local government code (not the Texas municipal code as he previously said), they had 30 days to bring it before the board. Failure to act within that timeframe results in "active approval." Since their ordinance requires plats with over four or five lots to go to council, an additional 30-day window applied—bringing the deadline to May. Because it was sent back to Planning and Zoning instead, no formal approval, conditional approval, or denial occurred. Therefore, under Chapter 212 of the Local Government Code regarding municipal regulations of subdivisions and developments, the replat is considered approved by default.

Mayor Cain confirmed that this is a formality, stating that this conclusion was reached after lengthy discussions the other night.

Melanie Oldham stated that she had posted the replant on the former CCF site on the "Residents of Freeport" forum and encouraged Council members to read the public discussion. She expressed concern that the former City Manager and property owners may have made a deal without wider awareness. She questioned how the City missed the deadline for both Planning Commission and City Council to add protective conditions—especially given that the proposed truck stop would be located across from a daycare. While acknowledging there are differing public opinions, she emphasized that Council members still have options

even if the replat must be adopted. Building Inspector Holden Ezell commented on a publication error, explaining that the Building Department failed to post a required notice, partly due to the timing of an employee picnic. As a result, the meeting was improperly canceled due to not meeting the 72-hour posting requirement.

Mayor Cain closed the Public Hearing at 7:21P.M.

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

Councilman Pena stated that the questions asked at the last meeting still have not been answered. One of those questions, he recalled, was the requirement that the owners be present, so the Council could ask them directly about the business and the layout. He said if the owners were present, it would be appreciated to have that conversation. He further stated that, as he mentioned previously, he is placing his faith and confidence in the leadership of the City, specifically the City Manager. At the time of the last meeting, there was no Interim City Manager, and there was also no attorney. He emphasized the importance of those individuals—who are wholly responsible at the top—being the ones to determine whether the City is in compliance or whether their hands are tied. He added that the Council should be advised by those individuals rather than relying on staff for legal advice, which has, at times, proven to be incorrect. He pointed out that there were misstatements made earlier. For those reasons, Councilman Pena concluded by stating that he would like to table the item.

Building Inspector Holden Ezell stated he had a copy of the Local Government Code for every Council member if they would like to have it in their possession. Councilman Pena said that it would have been great to have that included in the packet beforehand.

Mayor Cain called for a second. The motion failed due to a lack of a second.

A motion was made by Mayor Cain to approve the Re-Plat of lots 1 thru 12 and lots 16 thru 24, including a portion of lots 13 thru 15, all in blocks 735 and a portion of Stratton Street (abandoned R.O.W) of Velasco Township as recorded in volume 32, page 14 of the Brazoria County deed records in the Alexander Calvit Survey abstract 49 City Of Freeport Brazoria County, Texas, seconded by Councilman Rossow with discussion that followed.

Jill Crawford introduced herself as representing DDMBB Investments, the property owners, and stated that all they want to do is replat the 24 different zones or lots into one. She emphasized that any future development would still have to go before the Fire Marshal and Building Inspector. She noted that her boss may change his mind and decide not to do a gas station but a bakery instead, and reiterated that the purpose of the meeting was just to replat the lots into one continuous lot. She confirmed that they own the entire property and agreed that any business development would have to come back before the appropriate authorities. When asked if the project would be a truck stop, she explained that was the current idea being discussed, but nothing was set in stone. She clarified that the sign on the property is just an idea of what might come, and the area is not zoned for an actual truck stop—only a convenience store. Ms. Crawford added that Swift Truck Stop, the company they are working with, has over 400 locations in the Houston-Galveston area, not all of which are truck stops. She cited an example in Alvin that is just a convenience store, while others in North Houston operate 24 hours and include showers. She also mentioned that in the July 7th meeting, the Fire Marshal pointed out the informal plans did not show a bathroom. Ms. Crawford said that this was not going to be a formal truck stop and reiterated that her boss could change his mind and want to do a bakery or restaurant instead. She concluded by stating that the sole objective for the day is to

replat the property as one lot.

Mayor Cain said he would echo what she just said. They acknowledged hearing that the particular lot, according to its zoning, cannot be a truck stop. Jill Crawford noted that the sign says "Swift Truck Stop" and that is because it is the company's name. Mayor Cain said if the owners wanted to proceed with making it a truck stop, they would have to jump through a lot of hoops. Ms. Crawford said she agreed with Councilman Pena's earlier comment that another session would be needed to determine what business would go into the location, and emphasized that today's objective is just the replat. Mayor Cain affirmed that the City still has control over what will be placed on that property, and stated a truck stop is not what the City wants.

Building Inspector Holden Ezell said that a truck stop by definition with a shower and everything is not allowed in that zone. The specific zone is C1, which is for commercial properties. He explained that allowed uses are determined by the land use table passed by Planning and Zoning, and that all new businesses and residential builds follow that table. Mr. Holden stated that although the name is Swift Truck Stop, they have seen one in West Columbia on Highway 35 and clarified that it is strictly a gas station. He explained that there are no spots for trucking or anything like that—it is simply a gas station with the name Swift on it. He compared it to how Shell or H-E-B branding is used, stating it is just the name. He emphasized that the property is not zoned for an official truck stop, and it will not become one unless the owners go through multiple processes that the City has established in order to allow it.

Councilman Pena stated that at the last meeting, staff were asked to include the renderings of the space, but they were not in the packet. He also noted that additional information is now being provided that was not included in the packet. He said he just wants to make a clear decision, especially since residents who attended the previous meeting had expressed concerns. These concerns included the daycare across the street, the children, neighborhood residents' worries about traffic, and street erosion caused by truck traffic all of which, they stated, still have not been addressed or answered. He added that if these hurdles or risks were not present, they would support moving forward, saying, "Yeah, let's plat this and we'll figure it out and spitball it later." However, due to the presence of these issues, particularly the daycare. Councilman Pena expressed a desire to still receive that information and stated their appreciation for the investment interest in Freeport. While they hoped the project would move forward with the right business plan, he said that as of today, he did not have enough information. If a clear plan were provided showing what the actual structure would be, he would support greenlighting and fast-tracking it—but for tonight, he could not support it and wanted to be upfront about that.

Councilman Davis stated that he wanted to make sure the citizens—or anyone who had concerns about the truck stop and the daycare in the area understood what was being voted on. He clarified that, to his understanding, this is just a replat. He added he was not going to even think about letting the truck stop coming in there. He can make a regular store or he can make anything else he wants to make, but so if you ever come back in here with a truck stop plan he is not going for a truck stop plan.

Mayor Cain said he believes Planning and Zoning share the same sentiments on this of it not being a truck stop. Mayor Cain stated that the Council is not voting on whether to allow a truck stop in town. He explained that he was going to call the vote on whether to proceed with the replat, which would allow the owners to use the entire properties they own as one business entity.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-1. The Council approved the motion. Councilman Pena voted "Nay".

Business

Consideration and possible action approving Resolution No. 2025-2937 to amend Texas Gulf Bank

Signatories.

Finance Director Ashlee Hurst stated that the list of authorized signatories for the City's Texas Gulf Bank account requires updating to reflect Mr. Dan Pennington, the Interim City Manager, as a signatory. She explained that the bank requires a resolution designating which City officials are authorized to open accounts, execute wires, and conduct other transactions for City funds. Currently, the authorized officials on the account are Mr. Jerry Cain, the Mayor, former City Manager Lance Petty, and herself, Ashlee Hurst, Finance Director. She added that a resolution is needed to remove Mr. Petty and replace him with Mr. Pennington as the signatory.

A motion was made by Councilman Pena to approve updating the accounts with Mr. Pennington as the Interim City Manager signature signatory and to remove Lance Petty, seconded by Councilman Davis with all present and voting "Aye" 4-0. The Council unanimously approved the motion.

Consideration and possible action approving Resolution No. 2025-2938 to amend TexPool signatories.

Finance Director Ashlee Hurst said that the resolution would remove former City Manager Mr. Petty and replace him with Mr. Dan Pennington, the Interim City Manager. She added that it would still leave herself and the Mayor on the account as signatories.

A motion was made by Councilman Pena to approve Resolution No. 2025-2938 to amend TexPool signatories, seconded by Councilman Rossow with all present and voting "Aye" 4-0. The Council unanimously approved the motion.

Consideration and possible action approving Resolution No. 2025-2939 to amend Texas Class signatories.

Finance Director Ashlee Hurst stated that this resolution is the same thing, replacing former City Manager Mr. Petty with Mr. Dan Pennington, the Interim City Manager for the Texas Class account.

A motion was made by Councilman Pena to approve Resolution No. 2025-2939 to amend Texas Class signatories, seconded by Councilman Davis with discussion that followed.

Councilman Rossow asked how many signatures are required. Finance Director Ashlee Hurst and Mayor Cain said two signatures are needed.

Mayor Cain stated that when payroll checks go out and bills need to be paid, he receives an email and spends about 20 minutes signing. He described his hands cramping up and forgetting how to sign his name. He expressed appreciation to the Council for passing these items.

Councilman Pena asked whether all required signatures must be wet signatures, electronic, or stamps, seeking clarification on what format is acceptable. Finance Director Ashlee Hurst said that all three are acceptable by the bank. Mayor Cain said that his signature will always be wet. Councilman Pena inquired whether it could be required to always have wet signatures. Ms. Hurst said that Texas Gulf Bank has strong positive pay internal controls, which include submitting check reports and verifying discrepancies by phone. Councilman Pena expressed concerns due to previous issues with the use of stamps.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-0. The Council unanimously approved the motion.

Work Session:

Councilman Pena Ward A announcements and comments.

Councilman Pena said that he appreciated everyone coming out to the meeting, including those speaking publicly and those watching from home. He encouraged continued public participation and voicing of concerns. He began by welcoming Dan Pennington as the Interim City Manager, and had reviewed Mr. Pennington's credentials during an executive session held a few meetings prior. He stated that Mr. Pennington answered all of their questions very thoroughly and possesses very strong credentials. He welcomed him and expressed that he was glad he was there. He then noted that Councilman Davis had recently celebrated a birthday, turning 50, jokingly referring to him as a "senior citizen" and stating he just wanted to embarrass him a little, without requiring a group sing-along. Councilman Pena moved on to discuss constituent concerns, particularly from Ward A and Citywide, including questions regarding the TIRZ (Tax Increment Reinvestment Zone). He asked the City Manager and legal staff look into the matter to determine whether the TIRZ should reside with the EDC or the City Council. He also requested an update on the streetlights from CenterPoint, explaining that residents across several wards had asked about them and that although plans had been in place for over a year, many lights had not yet been installed. Councilman Pena highlighted the ice cream socials he has been hosting at both the splash pad downtown and at the beach, and they had been well-received and generated positive feedback. He announced his intention to continue hosting these events weekly, alternating between the beach and splash pad. He questioned whether there were splash pads in Wards C and D, expressing concern that families in those areas might not have walkable access to similar recreational opportunities. He suggested the City consider expanding those amenities. He shared feedback from the most recent beach event, stating that 100% of the attendees were from out of town, with visitors ranging from nearby Rosharon to as far as Wisconsin. He noted that the only local attendee was Rudy, a City staff member, who stopped by with his son. Councilman Pena remarked that it emphasized the value of having City staff living within the City, as those who live and work in the community tend to take better care of it. He stated he had a positive conversation with Mr. Rudy about his enjoyment of the beach and his ideas for improving it, and suggested the City explore incentives to encourage staff to live locally. He inquired whether all City boards had completed their internal elections, stating that this question had been brought to his attention and requested a report from City staff on the matter. As an additional note, Councilman Pena mentioned that the recent ice cream social had inspired local residents to plan a beach reunion event, with more information expected to be released soon. He emphasized that small events and renewed attention to the City's parks and beach had led residents to engage with local amenities. Under general housekeeping, he pointed out overgrown grass near the EDC building and adjacent to Old White's Café, suggesting that EDC staff or code enforcement should address the issue. He also cited high grass near Second and Park Avenue, which he believed to be owned by Mr. Royal, and requested that it be taken care of as well. Lastly, he raised concerns about the ongoing paving on 288 Brazosport Boulevard, specifically about whether drainage considerations were being addressed. He acknowledged that it was a TxDOT roadway, meaning the City had limited control, but stressed that the drainage from the road directly affects City residents. He asked that staff to continue to monitor the project, especially in light of hurricane season and potential flash floods, to ensure the area does not experience avoidable flooding issues.

Councilman Davis Ward B announcements and comments.

Councilman Davis said that he was thankful the item had been placed back on the agenda. He welcomed Mr. Dan Pennington as Interim City Manager and he had a solid track record and expressed excitement about working with him. Councilman Davis agreed with a citizen who previously spoke regarding the need for a workshop and emphasized the importance of using it appropriately. He said he was encouraged by the changes in the City over the past month, particularly the increased transparency. He commended Finance Director Ashlee Hurst for her work and leadership, and also praised Police Chief Howell for being responsive and detailed. Councilman Davis stated that department heads seemed energized and ready to collaborate, and that he believed transparency would continue to improve. He also spoke about attending a community prayer walk, where participants prayed over City officials, including himself and others. He said this showed the community's support and faith in the City's direction. Councilman Davis went on to say that he has recently received multiple complaints from his ward, specifically about the public swimming pool being closed for nearly two years and then reopening only shortly before the end of the season. He noted that senior citizens

were especially impacted and had to travel to Lake Jackson to swim. He emphasized the need to address the pool's issues during the upcoming budget process. He also expressed concern that staff were allegedly told not to contact other cities for help or guidance with operating the pool. Councilman Davis also brought up a resident's water bill, stating that an 89-year-old woman had received a bill for over \$600 despite no visible signs of excessive water usage or leaks. He indicated that he would follow up on the matter personally and expressed confidence in Finance Director Hurst to help resolve it. He concluded by acknowledging that things have been difficult but stated his belief that the City is headed in the right direction. He emphasized the importance of teamwork and transparency and said that the community must come together to rebuild Freeport for the good of all residents.

Councilman Matamoros Ward C announcements and comments.

Councilman Rossow Ward D announcements and comments.

Councilman Rossow said he was a safety man at the county for 21 years and emphasized the dangers of working in the heat, including heat exhaustion, heat stress, and heat stroke. He warned that August was the hottest month and urged caution, noting he had worked with people who suffered from heat stroke. He thanked Mayor Cain for bringing the item back up so the Council could talk to the people and congratulated Mr. Pennington. He mentioned that the rollup door at RiverPlace had finally been replaced and looked nice. He announced a riverboat trip to Didos scheduled for September 22nd as part of the Senior Citizens Harvest Fest on October 13th. He said participants must be 55 years old or older and that the cost is \$50, reduced from \$65. The event will include a meal, and the bus will leave from RiverPlace. He said there are only about 38 spots available and emphasized it is first come, first served. Councilman Rossow said Ward D is in good shape and likely to have the most new homes in Freeport, with one just finished and another coming out of the ground. He said he wants to see rooftops and more people living in Freeport. He commented that many people leave at 3:30 or 4:00 to drive toward Pearland and said the City needs to retain those residents. He agreed with Councilman Davis that good things were happening and said he was not blaming any one person but wanted everyone to work together. He said he loves the City of Freeport and believes it will be all right.

Mayor Jerry Cain announcements and comments.

Mayor Cain said he would like to start by thanking Mr. Pennington, saying he believes Mr. Pennington is the right person to help continue the momentum the City has had and possibly even improve on it. He wished him the best of luck. He gave full disclosure about the work session, explaining that he took it off the agenda about six months ago because it had become disruptive. He said while people at home drinking beer and eating popcorn enjoyed the show, the meetings featured Council members arguing with citizens, calling out City employees, and fighting among themselves, making for a good show on YouTube but a bad meeting environment. Mayor Cain said he believes the work session is a valuable tool and should not be limited to minor issues like potholes it is a tool to voice constituent concerns and follow up on previous meeting topics. He disclosed that Councilman Davis and Councilman Pena requested the work session be added back to the agenda, and he agreed. He said that if the work session can be used properly, it will stay, but if it reverts to throwing stones, it could be removed again. He expressed hope that it does not return to that point and believes the audience and viewers at home understand what he means. He also mentioned that several citizens asked about the Kids Fest. He confirmed it will happen this year but will be held later than usual due to past heat concerns. Previously, it was held just before school started, but last year it was moved because of Hurricane Beryl and ended up being cooler with a great turnout. This year, Wade Dillon is organizing the event, and it is scheduled for the first weekend of September, specifically September 6th. He encouraged everyone to bring kids and enjoy the free event. He ended by thanking the Council for behaving during the meeting, saying he did not want to sound like a babysitter but genuinely appreciated it.

City Manager announcements and comments.

Interim City Manager Dan Pennington said he appreciated the Council's and some citizens' comments and

support. He said he would do everything he can to live up to that and would work hard. He acknowledged that people have heard that before but emphasized that he will work hard to gain their confidence and, as stated, continue moving the City forward. He added that he has been very impressed with much of the staff he has met so far. Reflecting on his time in Freeport about eight years ago, he said the staff has definitely elevated since then. He told the Council they should be very proud of the staff they have, describing them as very professional, hardworking, and conscientious.

Councilman Davis said just one thing real quick he forgot to thank Interim City Manager Dan Pennington. He said he heard Mr. Pennington hit the yard running on the first day and went out to visit with the Senior Citizens at the bingo event emphasizing that on his first day on the job, despite having meetings all day, Mr. Pennington still made time to get out and get into the City.

A motion was made by Mayor Cain to include, if necessary, Ms. Donna Fischer from HR and Chris Duncan, seconded by Councilman Pena with all present and voting "Aye" 4-0. The Council unanimously approved the motion.

Executive Session

Executive Session regarding a.) Texas Government Code, Section 551.074: Personnel Matters: to deliberate the appointment, employment, evaluation, reassignment, duties, discipline, or dismissal of a public officer or employee or to hear a complaint or charge against an officer or employee; Legal Services.

The Regular Session closed at 8:10P.M. and the Council entered into the Executive Session.

Reconvene into Open Session:

Take any action resulting from Executive Session.

Executive Session ended at 9:48P.M. and the Council went back into Regular Session.

There was no action from Executive Session.

Adjournment

Adjournment – Jerry Cain, Mayor

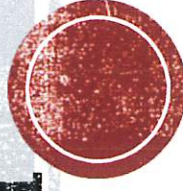
A motion was made by Councilman Pena to adjourn the meeting, seconded by Councilman Davis with all present and voting "Aye" 4-0. Mayor Cain adjourned the meeting at 9:48P.M.

Jerry Cain, Mayor

Clarisa Fernandez, City Secretary

"EXHIBIT A"

CITY OF FREEPORT FY2025-2026 PROPOSED BUDGET



Presentation prepared for Mayor & Council for 7/21/2025 meeting

Prepared by: Ashlee Hurst, CGFO

(979) 871-0112 – Office Line

ahurst@freepor.tx.gov – Email

Monday – Friday 8a-5p – Office Hours

GENERAL FUND – OVERALL SUMMARY

	FY2022-2023 ACTUALS	FY2023- 2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET
REVENUE TOTAL	\$21,413,066	\$21,458,191	\$19,476,665	\$22,042,573	\$21,115,145
EXPENDITURES TOTAL	16,976,689	20,054,342	18,788,140	17,253,992	19,303,755
BEG. FUND BALANCE	5,496,040	6,933,321	7,340,233	6,533,030	10,759,946
REVENUE LESS EXPENDITURES	4,436,377	1,403,849	798,525	4,788,581	1,811,390
NET TRANSFERS	(2,999,095)	(1,804,141)	(561,665)	(561,665)	150,000
ENDING FUND BALANCE	6,933,321	6,533,030	7,577,094	10,759,946	12,721,335
90 DAY RESERVE	4,198,867	4,896,541	4,669,535	4,308,404	4,825,939
AVAILABLE FUND BALANCE	\$2,734,454	\$1,636,489	2,907,559	6,451,542	7,895,397



GENERAL FUND – REVENUE SUMMARY

	FY2022-2023 ACTUALS	FY2023-2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET	Increase / (Decrease)
Industrial Districts	\$8,954,728	\$9,423,021	\$9,389,300	\$10,545,561	\$10,475,000	\$1,085,700
Property Tax	3,167,166	3,397,417	3,370,000	3,455,000	3,415,000	45,000
Sales Tax	2,471,744	2,649,294	2,450,000	2,495,000	2,680,000	230,000
Charges for Service	2,306,951	2,444,863	2,224,200	2,752,400	2,575,250	351,050
Franchise & Other Taxes	724,988	713,297	715,000	696,000	689,000	(26,000)
Intergovernmental	1,756,606	633,846	152,000	564,312	165,000	13,000
Fines & Forfeits	191,086	233,483	222,600	251,050	230,050	7,450
Miscellaneous Income	759,070	1,254,199	215,000	581,050	268,500	53,500
Lease Income	60,876	17,012	175,765	173,000	134,545	(41,220)
Investment Earnings	481,374	553,846	300,000	370,000	330,000	30,000
License and Permits	538,477	137,913	262,800	159,200	152,800	(110,000)
Revenue Total	\$21,413,066	\$21,458,191	\$19,476,665	\$22,042,573	\$21,115,145	\$1,638,480



GENERAL FUND - REVENUE CHANGES

- Industrial District revenue was adjusted to proper allocation amounts
- Property Tax revenue is based on actuals with no tax increase
- Sales Tax was increased by 2% per Comptroller data (*City gets 1.5% and EDC gets .5%*)
- Charges for Service revenue was increased by 16% (*Golf & Ambulance biggest contributors*)
- Franchise & Other Taxes revenue decreased by 4% based on actuals
- Miscellaneous Income increased by 25% based on actuals
- Fines & Forfeits increased by 3% based on actuals
- Lease Income decreased by 23% to reflect the loss of the City Hall tenant
- Intergovernmental increased by 9% based on actuals for EMS Interlocal
- License and Permits decreased by 42% based on actuals
- Interest Income increased by 10% based on actuals (*Combined with the decreasing interest rates*)

Overall Revenue increased \$1,638,480 over the FY2024-2025 Adopted Budget



GENERAL FUND – EXPENDITURE SUMMARY

	FY2022-2023 ACTUALS	FY2023-2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET	Increase / (Decrease)
Administration	\$2,398,690	\$2,804,664	\$2,091,359	\$1,946,642	\$2,134,700	\$43,341
Information Technology	521,163	416,857	493,358	396,550	307,150	(186,208)
Municipal Court	278,525	249,065	260,830	269,336	257,180	(3,650)
Police / Animal Control	4,949,804	5,864,196	6,086,942	5,174,378	6,470,092	383,150
Fire	1,498,388	1,503,133	1,717,303	1,455,931	1,751,076	23,773
EMS	909,426	993,214	1,152,227	1,048,371	1,077,560	(74,667)
Streets / Drainage	1,447,827	1,454,419	1,456,908	1,436,699	1,570,205	113,297
Service Center	202,594	464,614	214,666	196,041	220,940	6,274
Beach Maintenance	30,745	7,959	42,850	26,694	42,850	-
Garbage	747,174	763,915	775,000	747,000	755,000	(20,000)
Building / Permits	278,817	279,323	478,502	411,325	491,859	13,357
Code Enforcement	452,232	399,495	356,227	334,729	420,740	64,513
Library	36,451	26,445	51,850	34,059	42,200	(9,650)
Parks	1,191,375	1,227,823	1,316,140	1,035,632	1,266,715	(49,425)
Recreation	350,601	329,216	525,869	349,686	489,381	(36,488)
Sr. Citizen's Commission	7,588	17,182	17,500	16,500	18,000	500
Golf Course	1,382,506	1,486,179	1,324,854	1,357,581	1,537,473	212,619
Historical Museum	292,785	211,006	343,230	262,899	332,419	(10,811)
Main Street	-	113,757	72,525	13,700	118,215	(45,690)
Emergency Mgmt	-	4,576	-	500	-	-
Hurricane Beryl	-	1,437,304	-	740,239	-	-
Expenditure Total	\$16,976,689	\$20,054,342	\$18,788,140	\$17,253,992	\$19,303,755	\$515,615

GENERAL FUND - EXPENDITURE CHANGES

- 3% cost of living raise was included for all departments *(PD Matrix also)*
- .09% increase in retirement benefits beginning 1/1/26
- 15% increase in group benefits based on consultant advice
- 5% increase for Property/General Liability insurance *(estimated increase)*
- ***No budget requests have been accounted for until Council submits their approvals*
- ***There is an estimated \$1,811,390 available to allocate for requests*

Overall Expenditures increased \$515,615 over the FY2024-2025 Adopted Budget



GENERAL FUND – CAPITAL EXPENDITURES VEHICLE & EQUIPMENT

- This will be represented by a transfer from the General Fund, if Council wishes to approve any projects.



GENERAL FUND – CAPITAL EXPENDITURES

STREETS & DRAINAGE

- This will be represented by a transfer from the General Fund, if Council wishes to approve any projects.



DEPARTMENT BUDGET REQUESTS

- Administration
 - Finance – Move financial software to cloud hosting - \$27,221
 - Finance – Project accounting module - \$3,470 (only available if we move to cloud)
 - HR – TMRS Certifications for 2 employees - \$3,000
 - HR – Personnel policy consultant - \$3,000
 - Admin/PD – JustFOIA public info software - \$10,314 + \$1,007 one-time (Will be split between Admin/PD budgets)
- Building
 - Advertising line increase - \$3,000
- Information Technology
 - No requests
- Police / Code
 - Combine PD and Code budget
 - 5.5% COLA - \$175,000
 - Overtime increase - \$120,000
 - Microsoft Office 2022 update - \$11,670
 - Replace PD building camera storage - \$12,000
 - Server relocation - \$28,000
 - Replace office chairs - \$10,000
 - 5 vehicle replacements (3 patrol, 1 CID, 1 animal control) - \$475,000
 - Remove tower and surge protection - \$30,000
 - Replace jail cameras - \$5,000
 - Beach buggy replacement - \$32,000 (possible grant)
 - LPR cameras - \$63,000 + \$84,250 (possible grant)
- Main Street
 - No requests
- Golf Course
 - Annual cart path repair - \$10,000
 - Pump station platform - \$10,000
- Water / Sewer
 - No requests



DEPARTMENT BUDGET REQUESTS

- Fire / EMS
 - Training overtime (Fire & EMS each) - \$12,000
 - Tire replacement – fire engines - \$13,000
 - 3 EMS personnel - \$212,080
 - 3 firefighters/medics - \$253,800 (billable revenue of \$168,000)
 - New ambulance - \$4,000 + \$400,000
 - New fire engine - \$7,000 + \$980,000
- Streets
 - Concrete saw - \$6,256
 - Vibratory plate compactor - \$1,595
 - Jumping jack - \$2,998
 - 15' batwing mower - \$29,000
 - Zero turn mower - \$14,000
- Service Center
 - No requests
- Parks
 - Gator (ATV) - \$15,000
 - Riverplace exterior metal coating - \$30,000
 - Repair playground equipment - \$20,000
 - Border and mulch playgrounds - \$10,000
- Recreation Center
 - Annual pool contract - \$10,000
 - Splash pad replacement - \$10,000
 - Rec center exterior metal coating - \$30,000
- Museum
 - Museum manager raise - \$10,000
 - Museum staff raises above COLA - \$10,000
 - Advertising line increase - \$9,000
 - Generator - \$5,000
 - Central dehumidifier - \$5,000
 - Renovate museum storage room - \$15,000
 - Fire suppression system - \$45,000



BUDGET REQUESTS

	Recurring:	One-Time:
Grand Total of All Requests:	\$929,885	\$2,346,776
Available Resources to Allocate:		<u>\$1,811,390</u>



WATER/SEWER – OVERALL SUMMARY

	FY2022-2023 ACTUALS	FY2023- 2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET
REVENUE TOTAL	\$8,992,824	\$10,502,689	\$7,950,000	\$10,357,375	\$7,407,880
EXPENDITURES TOTAL	7,578,353	7,505,561	7,846,078	10,328,442	7,779,671
BEG. FUND BALANCE	5,011,419	8,422,932	11,951,130	11,951,130	11,528,413
REVENUE LESS EXPENDITURES	1,414,471	2,997,128	103,922	28,933	(371,791)
NET TRANSFERS	(390,725)	531,070	(451,650)	(451,650)	(791,039)
ENDING FUND BALANCE	8,446,050	11,951,130	11,603,402	11,528,413	10,365,583
90 DAY RESERVE	2,315,002	2,451,425	2,589,206	2,459,244	2,567,291
AVAILABLE FUND BALANCE	6,131,048	9,499,705	9,014,196	9,069,168	7,798,291



WATER/SEWER – REVENUE SUMMARY

	FY2022- 2023 ACTUALS	FY2023- 2024 ACTUALS	FY2024- 2025 ADOPTED BUDGET	FY2024- 2025 ESTIMATE	FY2025- 2026 PROPOSED BUDGET	INCREASE / (DECREASE)
INTERGOVERNMENTAL	1,048,606	2,092,254	4,000	3,107,475	30,000	26,000
MISCELLANEOUS INCOME	1,936,879	14,600	127,000	147,400	147,300	20,300
BOND PROCEEDS	-	-	-	-	-	-
INVESTMENT EARNINGS	20,074	38,227	15,000	15,000	15,000	-
WATER & SEWER SERVICES	7,926,352	8,357,607	7,804,000	7,087,500	7,215,580	(588,420)
REVENUE TOTAL	10,931,911	10,502,689	7,950,000	10,357,375	7,407,880	(542,120)



WATER/SEWER – REVENUE CHANGES

- Water and sewer revenue were adjusted based on actuals
- Water and sewer do not have a good baseline with new meters yet, they do seem to be trending upwards so far though
- If revenues continue to trend upwards, this could close our deficit by the end of the budget year
- Since we are starting with a budget deficit; my personal suggestion is bi-monthly or quarterly, at least, we meet internally to review the budget as we proceed forward. This will help ensure we are monitoring the budget closely and making the best decisions for the City



WATER/SEWER – EXPENDITURE SUMMARY

	FY2022-2023 ACTUALS	FY2023-2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET	INCREASE / (DECREASE)
REVENUE TOTAL	\$10,931,911	\$10,502,689	\$7,950,000	\$10,357,375	\$7,407,880	\$(542,120)
SALARIES	100,584	120,943	204,932	118,610	158,380	(46,552)
BENEFITS	52,108	62,493	82,676	55,071	78,741	(3,935)
SUPPLIES	33,202	27,290	58,700	35,600	40,500	(18,200)
SERVICES	6,142,994	6,404,863	7,340,270	7,197,275	7,456,100	(146,970)
MAINTENANCE	58,587	100,096	115,000	15,100	14,000	(101,000)
SUNDRY	627,684	712,875	44,500	30,600	31,950	(12,550)
DEBT SERVICE	91,397	76,369	-	-	-	-
CAPITAL OUTLAY	-	633	-	2,876,186	-	-
TRANSFERS	390,725	(531,070)	451,650	451,650	791,039	337,189
EXPENDITURE TOTAL	7,497,280	6,974,491	8,297,728	10,780,092	8,570,710	(240,307)



WATER/SEWER – EXPENDITURE CHANGES

- Veolia services increased by 1% for anticipated overages
 - BWA increased by \$262,800 due to rate increase from \$4.60 to \$4.96
 - Supplies, services, and maintenance lines decreased by as much as possible to lessen the overall budget deficit
 - Transfers increase to include the payment of the water meter loan for \$337,189
-
- **Expenditures are higher than revenues by \$1,162,830**



DISCUSSION





City Council Agenda Item #[2.B]

Title: Action approving changing the date of the first meeting in September 2025 due to Labor Day Holiday to Tuesday, September 2, 2025-Clarisa Fernandez, City Secretary

Date: August 4, 2025

From: Clarisa Fernandez, City Secretary

Staff Recommendation: Staff recommends rescheduling the first regular City Council meeting in September to Tuesday, September 2, 2025.

Item Summary: The first regular City Council meeting in September falls on September 1st, 2025 which is Labor Day Holiday. The City offices are closed and regular meetings are suspended.

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

None



City Council Agenda Item #[2.C]

Title: Action approving Resolution No. 2025-2941 for the Joint Election Agreement and Contract for Election Services with the County Clerk of Brazoria County, Texas and the City of Freeport-Clarisa Fernandez, City Secretary

Date: August 4, 2025

From: Clarisa Fernandez, City Secretary

Staff Recommendation: Staff recommends approval of the resolution authorizing the City of Freeport to enter into a Joint Election Agreement and Contract for Election Services with the County Clerk of Brazoria County, Texas for the November 2025 Special Election.

Item Summary:

The resolution authorizes the Mayor and City Secretary to execute a Joint Election Agreement and Contract for Election Services with County Clerk of Brazoria County, Texas for the special election scheduled in November 4, 2025. This election will be held jointly with other political subdivisions in Brazoria County that are conducting elections on the same day.

Background Information: The City of Freeport has called a special election for November 4, 2025, to allow voters to vote for or against the adoption of the Fire Fighters' and Police Officers' Civil Service Law. Chapter 271 of the Texas Election Code allows political subdivisions within the same county to hold joint elections. The Brazoria County Clerk has requested that the City of Freeport join in a consolidated election effort to reduce costs and improve efficiency.

Special Considerations: N/A

Financial Impact: The rate sheet for the election is attached. For the 2024 General Election, it cost the City \$4,905.94. The Council should expect the cost of the Special Election to be approximately the same amount.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution 2025 Joint Election w County Clerk Duncan
2. CITY OF FREEPORT-JOINT RESOLUTION CONTRACT
3. RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS

RESOLUTION NO. 2025-2941

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; PROVIDING THAT THE SPECIAL ELECTION CALLED BY THE CITY COUNCIL OF SAID CITY FOR AN ELECTION TO CONSIDER, FOR OR AGAINST, THE ADOPTION OF THE FIRE FIGHTERS' AND POLICE OFFICERS' CIVIL SERVICE LAW CALLED FOR NOVEMBER 4, 2025; SAID ELECTION TO BE HELD JOINTLY WITH ALL ELECTIONS CALLED FOR THE SAME DAY BY OTHER POLITICAL SUBDIVISIONS LOCATED IN BRAZORIA COUNTY, TEXAS; AUTHORIZING THE MAYOR AND THE CITY SECRETARY OF SAID CITY TO EXECUTE AND ATTEST, RESPECTIVELY, A JOINT ELECTION AGREEMENT AND CONTRACT FOR ELECTION SERVICES WITH THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS, WHICH SPECIFIES IN AN ATTACHMENT THERETO THE LOCATION OF THE COMMON POLLING PLACES AND WHICH MAKES PROVISION FOR THE OFFICERS OF SAID JOINT ELECTION AND THEIR COMPENSATION, ALLOCATES THE EXPENSES OF SUCH JOINT ELECTION AND MAKES PROVISIONS FOR EARLY VOTING, THE BALLOT, BALLOT BOXES, ELECTION FORMS AND RECORDS AND THE CUSTODIAN THEREOF; 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 AND A CERTIFIED COPY THEREOF AND OF THE EXECUTED AND ATTESTED AGREEMENT HEREBY AUTHORIZED BE SENT TO THE COUNTY CLERK OF BRAZORIA COUNTY, TEXAS.

WHEREAS, Chapter 271 of the Texas Election Code, authorizes two or more political subdivisions of this state located in the same county to hold jointly elections which are held on the same day; and,

WHEREAS, the City Council of the City of Freeport ("the City") has called an election on August 4, 2025, to consider, for or against, the adoption of the fire fighters' and police officers' civil service law and,

WHEREAS, the County Clerk of Brazoria County, Texas, the county in which the City is located, has requested that the City hold such elections jointly with other political subdivisions in said county being held on the same day under the terms and conditions included in a written agreement and contract to be signed by the County Clerk and the appropriate officials of such other political subdivisions to which shall be affixed an attachment specifying the location of the common polling places and which agreement makes provision for the officers of said joint election and their compensation, allocates the

expenses of such joint election and makes provisions for early voting, the ballot, ballot boxes, election forms and records and the custodian thereof for such joint election; and,

WHEREAS, the City Council of the City has determined and does here now declare that the adoption of this resolution and the execution of such agreement and contract is necessary to the health, safety and general welfare of the inhabitants of the City and will facilitate the holding of such elections.

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

First, that the election called by the City Council of the City for November 4, 2025, be held jointly with the elections called by other political subdivisions in Brazoria County, Texas, for the same day, and the Mayor and City Secretary of the City are hereby authorized to execute and attest, respectively, a Joint Election Agreement and Contract for Election Services described above in the preamble of this resolution.

Second, that the locations of the common polling places and the officers of said election and their compensation be designated and fixed, the expenses of such joint election be allocated and the provisions for early voting, ballots, ballot boxes, election forms and records and the custodian thereof be made all as provided in said agreement and contract.

Third, that early voting in such joint election as well as voting on the day of such joint election shall be conducted jointly by the County Clerk of said county and the City Secretary of the City and the comparable election officer of all of the other political subdivisions participating in such joint election as provided in said agreement and contract.

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

Fifth, the original of this resolution, after execution and attestation, shall be maintained by the City Secretary in the permanent records of the City and a certified copy

hereof, and the executed and attested agreement and contract hereby authorized, be sent to the County Clerk of Brazoria County, Texas.

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

**Jerry Cain, Mayor,
City of Freeport, Texas**

ATTEST:

**Clarisa Fernandez, City Secretary,
City of Freeport, Texas**

APPROVED AS TO FORM ONLY:

**Chris Duncan, Interim City Attorney,
City of Freeport, Texas**

JOINT CONTRACT FOR ELECTION SERVICES

THIS CONTRACT (this "Agreement") is made effective as of the Effective Date (as defined below) by and between the CITY OF FREEPORT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Clerk of Brazoria County, Texas, hereinafter referred to as "County," and by authority of Section 31.092(a), Texas Election Code, and Chapter 791, Texas Local Government Code, for the conduct and supervision of the Political Subdivision's election to be held on NOVEMBER 4, 2025. Political Subdivision and the County may be referred to individually as a "Party" and collectively as "the Parties."

This contract is made by and between the CITY OF FREEPORT, TEXAS, acting by and through its governing body, hereinafter referred to as "Political Subdivision," and the County Election Officer of Brazoria County, defined by statute as the County Clerk through the authority set forth in Texas Election Code §§31.091 and 31.092. The purpose of this contract is for the performance of election services as authorized by statute. This contract shall serve as the general contract for each election for which the Political Subdivision requests the assistance of the County Clerk. Provisions specific to each particular election will be included as an attachment to the original contract. Political Subdivision and County Clerk may be referred to individually as "Party" or collectively as "Parties."

RECITALS

The County Clerk has care, custody, and control over the electronic voting system, the Hart InterCivic Verity Voting System (Version 2.5.3), which has been duly approved by the Secretary of State pursuant to Texas Election Code Chapter 122, as amended, and is compliant with the accessibility requirements set forth by Texas Election Code Section 61.012. Political Subdivision desires to use the electronic voting system to compensate the County Clerk for such use and to share in certain other expenses connected with joint elections in accordance with the applicable provisions of Chapters 31 and 271 of the Texas Election Code.

NOW, THEREFORE, in consideration of the mutual covenants, agreements, and benefits to the parties, IT IS AGREED as follows:

I. ADMINISTRATION

The Parties agree to hold a "Joint Election" in accordance with Chapter 271 of the Texas Election Code and this Agreement. The County Clerk shall coordinate, supervise, and handle all aspects of administering the Joint Election as this Agreement provides. Political Subdivision agrees to pay the County Clerk for equipment, supplies, services, and administrative costs as provided in this Agreement. The County Clerk shall serve as the administrator for the Joint Election; however, the Political Subdivision shall remain responsible for the decisions and actions of its officers necessary for the lawful conduct of its election. The County Clerk shall provide advisory services in connection with decisions to be made and measures to be taken by the officers of the Political Subdivision.

It is understood that other political subdivisions may wish to participate in the use of the electronic voting system and polling places, and it is agreed that the County Clerk may enter into

other joint election agreements and contracts for election services for those purposes on terms and conditions set forth in the Election Code. Political Subdivision agrees that County Clerk may enter into joint election agreements with other political subdivisions that may have territory located partially or wholly within the boundaries of Political Subdivision, and, in such case, all parties sharing common territory shall share a joint ballot on the electronic voting system at the applicable polling places. In such cases, total costs shall be divided among the participants.

At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap.

II. LEGAL DOCUMENTS

Political Subdivision shall prepare, adopt, and publish all required election orders, resolutions, notices, and any other pertinent documents required by the Texas Election Code or Political Subdivision's governing body, charter, or ordinances. Regarding publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment." If a Political Subdivision holds any Special Election, it must publish its own "Notice of Election" to meet additional requirements.

Preparation of the necessary materials for notices and the official ballot shall be the responsibility of each participating authority, including translation to languages other than English. Each participating authority shall provide a copy of their respective election orders and notices to the County Clerk's Election Department.

III. STATUTORY COMPLIANCE

Political subdivisions shall follow all applicable State and Federal laws related to elections, including, but not limited to, Section 52.072 of the Election Code, which states in part, "A proposition shall be printed on the ballot in the form of a single statement."

Failure to do so may prohibit the political subdivision's participation in a Joint Election.

IV. VOTING LOCATIONS

The County Clerk's Election Office shall select and arrange for the use of and payment for all election-day voting locations. Voting locations will be, whenever possible, the usual voting location for each election precinct in elections conducted by the County. The proposed voting locations will be provided once the final candidate filing deadline has been met and listed as Attachment "A." If a voting location is unavailable, the Elections Department will arrange for an alternate location with the approval of the Political Subdivision. The Elections Department shall notify the Political Subdivision of any changes from the locations listed in Attachment "A."

If polling places for the joint election in Attachment "A" are different from the polling place(s) used by Political Subdivision in its most recent election, Political Subdivision agrees to post a notice no later than the date of the election described in Attachment "A," at the entrance to any

previous polling places in the jurisdiction, stating that the polling location has changed, and displaying the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A." Any voting location changes from those used in the most recent COUNTYWIDE JOINT election will be posted by the County Clerk's Election Office.

V. ELECTION JUDGES, CLERKS, AND OTHER ELECTION PERSONNEL

The Brazoria County Commissioners Court shall appoint the presiding judge and alternate judge for each polling location per Chapter 32 of the Texas Election Code. If an emergency appointment is necessary, the appointment shall be made in accordance with Election Code §32.007, which authorizes the presiding officer of the Brazoria County Commissioners Court to make an emergency appointment. Should that officer not be available, the County Clerk's office shall make emergency appointments of election officials. Upon request by the County Clerk, the Political Subdivision agrees to assist in recruiting bilingual polling place officials (fluent in English and Spanish).

The County's Elections Department shall notify all election judges of the eligibility requirements of Subchapter C of Chapter 32 of the Texas Election Code. It will take the necessary steps to ensure that all election judges appointed for the Joint Election are eligible to serve.

The County Clerk shall arrange for the training and compensation of all election judges and clerks. The Elections Department shall set the date, time, and place for the presiding election judge to pick up their election supplies. Each presiding election judge will be sent a letter from the Elections Department notifying him of his appointment, the time and location of training and distribution of election supplies, and the number of election clerks that the presiding judge may appoint.

Each election judge will receive compensation at an hourly rate of \$14.00. Each election clerk will receive compensation at an hourly rate of \$12.00. The election judge will receive an additional \$25.00 for picking up the election supplies before Election Day and returning the supplies and equipment to the central counting station after the polls close. All judges and clerks who attend training will be compensated at an hourly rate of \$8.00 as compensation for the same.

All Parties agree that at all times and for all purposes hereunder, all election judges, clerks, and all other personnel involved in this election are temporary part-time employees subject only to those benefits available to such employees.

VI. PREPARATION OF SUPPLIES AND VOTING EQUIPMENT

The County Clerk Elections Department shall arrange for all election supplies and voting equipment, including, but not limited to, official ballots, sample ballots, voter registration lists, and all forms, signs, and other materials used by the election judges at the voting locations. At each polling location, joint participants shall share voting equipment and supplies to the extent possible. The participating parties shall share a mutual ballot in those precincts where jurisdictions overlap. However, in no instance shall a voter be permitted to receive a ballot containing an office or proposition stating a measure on which the voter is ineligible to vote. Multiple ballot styles shall be available in those shared polling places where jurisdictions do not overlap. The County Clerk Elections Department shall provide the necessary voter registration information, instructions, and other information to enable the election judges in the voting locations with more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk's Election Department will order the maps and pass that charge on to that specific Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and propositions showing the order and the exact manner in which the candidate names and proposition(s) are to appear on the official ballot (including titles and text in each language in which the authority's ballot is to be printed). THE POLITICAL SUBDIVISION SHALL PROVIDE A COPY OF EACH CANDIDATE'S APPLICATION TO THE COUNTY CLERK ELECTIONS OFFICE. This list shall be delivered to the County Clerk Elections Department as soon as possible after each participating authority has determined ballot positions. Each participating authority shall proofread and approve the ballot pertaining to that authority's candidates and propositions. If any error or changes are discovered after the Logic and Accuracy test has been conducted and ballots prepared, then the Political Subdivision will be responsible for all costs.

VII. EARLY VOTING

The Parties agree to conduct joint early Voting and appoint the County Clerk as the Early Voting Clerk per Sections 31.097 and 271.006 of the Texas Election Code. Political Subdivision agrees to appoint the County Clerk's permanent county employees as deputy early voting clerks. The Parties further agree that each Early Voting Location will have an "Officer in Charge" who will receive compensation at an hourly rate of \$14.00. The clerks at each location will receive compensation at an hourly rate of \$12.00. Early Voting by personal appearance will be held at the locations, dates, and times listed in Attachment "B" of this document. Any qualified voter of the Joint Election may vote early by personal appearance at any one of the joint early voting locations.

As Early Voting Clerk, the County Clerk shall receive applications for early voting ballots to be voted by mail in accordance with Chapter 86 of the Texas Election Code. Any requests for early voting ballots to be voted by mail received by the Political Subdivision shall be forwarded immediately by fax or courier to the Elections Department for processing.

The Early Voting Clerk will post a copy of the daily early voting report on the county election website and a cumulative final early voting report following the election. We shall provide the Political Subdivision with the reports with written advance notice.

VIII. EARLY VOTING BALLOT BOARD

The County Clerk shall appoint an Early Voting Ballot Board (EVBB) to process early voting results from the Joint Election. With the assistance of the County Clerk Elections Department, the Presiding Judge shall appoint three or more additional members to constitute the EVBB. The County Clerk Elections Department shall determine the number of EVBB members required to efficiently process the early voting ballots.

IX. CENTRAL COUNTING STATION AND ELECTION RETURNS

The County shall be responsible for establishing and operating the central counting station to receive and tabulate the voted ballots in accordance with the provisions of the Texas Election Code and this Agreement.

The participating authorities hereby, in accordance with Sections 127.002, 127.003, and 127.005 of the Texas Election Code, appoint the following central counting station officials:

Counting Station Manager:	Lisa Mujica
Alternate Counting Station Manager:	Brandy Pena
Tabulation Supervisor:	Susan Cunningham
Alternate Tabulation Supervisor:	Johnathan Escamilla
Presiding Judge:	Dottie Cornett
Alternate Presiding Judge:	Tamara Reynolds

After counting all precincts, the County Clerk Elections Department will prepare the unofficial canvass reports. It will deliver a copy of the unofficial canvass to the Political Subdivision as soon as possible after all returns have been tabulated. All participating authorities shall be responsible for the official canvass of their respective elections.

The County Clerk Elections Department shall be responsible for conducting the post-election manual recount required by Section 127.201 of the Texas Election Code unless a waiver is granted by the Secretary of State. Notification and copies of the recount, if waiver is denied, will be provided to each participating authority and the Secretary of State's Office.

The County Clerk Elections Department shall electronically submit all Cities' precinct-by-precinct returns to the Texas Secretary of State's Office.

The County Clerk Elections Department shall post all election night results to the County website on election night. <https://www.brazoriacountyclerktx.gov>.

X. ELECTION EXPENSES AND ALLOCATION OF COSTS

The Parties agree to share the costs of administering the Joint Election. Unless specifically stated otherwise, allocation of costs is mutually agreed to be shared. The County participates in "Vote Centers"; therefore, all political subdivisions can vote at any location.

It is agreed that the standard rental rate charged for the County's voting equipment used on Election Day shall be calculated per polling location and among the participants utilizing each polling location. (See "Exhibit 1" for rental rates.) The total cost will be calculated and then multiplied by the Political Subdivision percentage number of registered voters or with the minimum of \$2000.00; for those with a lesser amount, additional costs associated will be itemized and billed.

Costs for the Eleven Early Voting by Personal Appearance locations will also be charged with the same formula as Election Day. Those political subdivisions with a percentage of registered voters less than the amount equal to \$2000.00 will be a minimum amount of \$2000.00 for the early voting period.

Additional polling locations requested by any Political Subdivision to be opened during the early voting period will be separately billed to the requestor.

Political Subdivision conducting a runoff shall be responsible for all associated costs.

XI. WITHDRAWAL FROM CONTRACT DUE TO CANCELLATION OF ELECTION

Political Subdivision may withdraw from this Agreement and the Joint Election should it cancel its election in accordance with Sections 2.051 - 2.053 of the Texas Election Code, or should it be later ruled that the election is not needed. Political Subdivision is fully liable for any expenses incurred by the County Clerk on behalf of the Political Subdivision. Any monies deposited with the County by the withdrawing authority shall be refunded minus the aforementioned expenses.

XII. RECORDS OF THE ELECTION

The County Clerk is hereby appointed general custodian of the voted ballots and all records of the Joint Election as authorized by Section 271.010 of the Texas Election Code.

Access to the election records shall be available to each participating authority and the public in accordance with applicable provisions of the Texas Election Code and the Texas Public Information Act. The election records shall be stored at the offices of the County Clerk or an alternate facility used to keep county records. The County Clerk Elections Department shall ensure that the records are maintained orderly so that they are identifiable and retrievable.

Records of the election shall be retained and disposed of in accordance with the provisions of Section 66.058 of the Texas Election Code. If records of the election are involved in any pending election contest, investigation, litigation, or open records request, the County Clerk shall maintain the records until final resolution or until final judgment, whichever is applicable. It is the responsibility of each participating authority to bring to the attention of the County Clerk any notice of pending election contest, investigation, litigation, or open records request that may be filed with the participating authority.

XIII. RECOUNTS

A recount may be obtained as provided by Title 13 of the Texas Election Code. Political Subdivision agrees that any recount shall take place at the offices of the County Clerk and that the County Clerk shall serve as Recount Supervisor and the Political Subdivision's official or employee who performs the duties of a secretary under the Texas Election Code shall serve as Recount Coordinator.

The County Clerk Elections Department agrees to provide advisory services to the Political Subdivision as necessary to conduct a proper recount, and the cost of the recount depends on the size of the election and the number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, other districts and political subdivisions may wish to participate in the use of the election equipment and voting places; it is agreed that the County Clerk may contract with such other districts or political subdivisions for such purposes and that in such event, there may be an adjustment of the pro-rata share to be paid to the County by the participating authorities.
2. The County Clerk shall file copies of this document with the County Treasurer and the County Auditor in accordance with Section 31.099 of the Texas Election Code.
3. In the event that legal action is filed contesting the Political Subdivision's election under Title 14 of the Texas Election Code, Political Subdivision shall choose and provide, at its own expense, legal counsel for the County, the County Clerk, and additional election personnel as necessary.
4. Nothing in this contract prevents any party from taking appropriate legal action against any other party and other election personnel for a breach of this contract or a violation of the Texas Election Code; however, any action taken is subject to any immunity provided by statute or common law to governmental entities. For purposes of this contract, the County Clerk's office acts as a governmental entity covered by any immunity available to Brazoria County.
5. The parties agree that under the Constitution and laws of the State of Texas, neither Brazoria County nor Political Subdivision can enter into an agreement whereby either Party agrees to indemnify or hold harmless another party; therefore, all references of any kind, if any, to indemnifying or holding or saving harmless for any reason are hereby deleted.
6. This Agreement shall be construed under and in accord with the laws of the State of Texas, and all obligations of the parties created hereunder are performable in Brazoria County, Texas.
7. In the event that one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, or unenforceable in any respect, such invalidity,

illegality, or unenforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained herein.

8. All parties shall comply with all applicable laws, ordinances, and codes of the State of Texas, all local governments, and other entities with local jurisdiction.
9. The waiver by any party of a breach of any provision of this Agreement shall not operate as or be construed as a waiver of any subsequent breach.
10. Any amendments to this Agreement shall be of no effect unless in writing and signed by all parties.
11. **Authorization of Agreement**. This Agreement has been approved and authorized by the governing body of the Political Subdivision.
12. **Purpose, Terms, Rights, and Duties of the Parties**. The purpose, terms, rights, and duties of the Parties shall be as set forth in this Agreement.
13. **Payments from Current Revenues**. Each Party paying for the performance of governmental functions or services must make those payments from current revenues available to that paying Party.
14. **Fair Compensation**. The Parties acknowledge and agree that each payment contemplated by this Agreement fairly compensates the performing Party.
15. **Termination**. At any time and for any reason, either Party may terminate this Agreement by providing forty-five (45) days written Notice of termination to the other Party.
16. **Funding**. The Parties understand and acknowledge that the funding of this Agreement is contained in each Party's annual budget and is subject to the approval of each Party in each fiscal year. The Parties further agree that should the governing body of any Party fail to approve a budget that includes sufficient funds for the continuation of this Agreement, or should the governing body of any Party fail to certify funds for any reason, then and upon the occurrence of such event, this Agreement shall automatically terminate as to that Party and that Party shall then have no further obligation to the other Party. When the funds budgeted or certified during any fiscal year by a Party to discharge its obligations under this Agreement are expended, the other Party's ***sole and exclusive remedy*** shall be to terminate this Agreement.
17. **No Joint Enterprise**. The Agreement is not intended to, and shall not be construed to, create any joint enterprise between or among the Parties.
18. **Public Information**. This Agreement is public information. To the extent, if any, that any provision of this Agreement is in conflict with Texas Government Code Chapter 552, et seq., as amended (the "Texas Public Information Act"), such provision shall be void and have no force or effect.

19. **No Third-Party Beneficiaries**. This Agreement is entered solely by and between and may be enforced only by and among the Parties. Except as set forth herein, this Agreement shall not be deemed to create any rights in, or obligations to, any third parties.
20. **No Personal Liability**. Nothing in this Agreement shall be construed as creating any personal liability on the part of any employee, officer, or agent of any Party to this Agreement.
21. Nothing in this Agreement requires the Political Subdivision or County to incur debt, assess or collect funds, or create a sinking fund.
22. **Sovereign Immunity Acknowledged and Retained**. **THE PARTIES EXPRESSLY ACKNOWLEDGE AND AGREE THAT NO PROVISION OF THIS AGREEMENT IS IN ANY WAY INTENDED TO CONSTITUTE A WAIVER BY ANY PARTY OF ANY IMMUNITY FROM SUIT OR LIABILITY THAT A PARTY MAY HAVE BY OPERATION OF LAW. THE CITY AND THE COUNTY RETAIN ALL GOVERNMENTAL IMMUNITIES.**

XV. COST ESTIMATES AND DEPOSIT OF FUNDS

It is estimated that the Political Subdivision's obligation under the terms of this Agreement shall be DETERMINED AFTER THE ELECTION. Political Subdivision agrees to pay the County a deposit of \$2,000.00. This Deposit shall be paid to the County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is August 18, 2025. Therefore, the Deposit is due by August 29, 2025.

The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the election on NOVEMBER 4, 2025. If the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay the County the balance due within forty-five (45) days after receipt of the final invoice from the County's Election Department. However, if the amount of the Political Subdivision's obligation is less than the amount deposited, the County shall refund the excess amount paid to the Political Subdivision within forty-five (45) days after the final costs are calculated.

IN TESTIMONY HEREOF, this Agreement, its multiple originals all of equal force, has been executed on behalf of the parties.

(1) On the _____ day of _____, 2025, been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2025, has been executed on behalf of the Political Subdivision by its Mayor or authorized representative, pursuant to an action of the Political Subdivision.

BRAZORIA COUNTY, COUNTY CLERK by

Joyce Hudman, County Clerk

ATTEST:

CITY OF FREEPORT, TEXAS

_____ By _____
Presiding Officer or Authorized Representative
CITY OF FREEPORT

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

MAY (COUNTYWIDE JOINT)

EQUIPMENT RENTAL

CONTROLLER	\$350.00 each
SCANNER UNIT (additional 2023)	\$425.00 each
ACCESS WITH TOUCH UNIT (DOU)	\$375.00 each
TOUCH UNITS	\$325.00 each
POLLPADS	\$50.00 each
MI-FI/ HOTSPOT	\$50.00 each

This is not a daily charge. This price is for the entire election even if it is for 12 days of voting.

OTHER CHARGES

Programming (increase 2023)	\$450.00
Tabulating.....	\$45.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location)	\$50.00
Labor (Per delivery location)	\$100.00
Supply tubs EV-ED (see attached list for contents)	\$75.00
Mail Ballots will be billed per entity kits including postage Domestic...\$2.18...Overseas...\$2.76	
Publications will be divided equally.....	
Technical field support mileage will be divided equally.....	
Ballot Paper size 8.5 x 11.....	24 cents per sheet
Ballot Paper size 8.5 x 14.....	29 cents per sheet

Workers-Judges
Clerks

\$14.00 per hour -Overtime rate \$21.00 per hour
\$12.00 per hour- Overtime rate \$18.00 per hour

ELECTION DAY (increase 2023)

For Election Day, we will calculate the cost for each location (see Exhibit 'A2") the total cost for Election Day will then calculated per percentage of registered voters of each political subdivision. All political subdivisions in Brazoria County less than 6000 registered voters, charges will be the minimum of \$2000.00 for Election Day.

EARLY VOTING (increase 2023) (11 Main Locations)

For Early Voting we also calculate worksheets for each of the 10-11 early voting locations. Once we have the total cost for all locations, we do a spreadsheet that divides the cost between all political subdivisions based on the percentage of registered voters in each. Since we have large and small cities in our county, the minimum charge for early voting will be \$2000.00.

OVERTIME

We keep a record of our overtime for the election, our staff gets paid overtime for time outside regular business hours. Cost will be divided equally when sending the final bills.

RATE SHEETS FOR BRAZORIA COUNTY ELECTIONS:

NOVEMBER (COUNTYWIDE JOINT)

For November Elections, the Election Day and Early Voting charges are just like the countywide joint in May. If the only political subdivisions at a location are Brazoria County and one entity, total cost calculated will be per percentage of registered voters for the entity.

Runoffs Elections will be the responsibility of whichever entity will be conducting a runoff election.

Additional Early Voting Locations requested will be billed separately to the requestor.

Any errors or changes related to a Political Subdivision oversight and if it results in reprogramming the entirety election, will be responsible for all associated cost.



City Council Agenda Item #[2.D]

Title: Approval of Road Closures for 15th annual KIDFEST-Wade Dillon, Museum Manager

Date: August 4, 2025

From:

Staff Recommendation: Staff recommends the approval of road closures for the 15th annual KIDFEST in Historic Downtown Freeport on Saturday, September 6th. This free community event highlights our Historic Downtown and our designated Main Street Area in accordance to the Main Street Four Point Approach and serves as a quality of life component for our residents.

Item Summary: The Freeport Economic Development Corporation, Freeport Historical Museum, and Main Street Freeport will host KIDFEST on Saturday, September 6, 2025 from 3pm-7pm in Downtown Freeport. This year's theme is: SUPERHEROES. The planned activities for this event include inflatables/waterslides, food, DJ, face painting, caricature artists, community organization booths and more. The requested road closures on Saturday, September 6, 2025 include the following: 11:00 AM- 9:00 PM -- E. Park and W. Park from 2nd Street to 4th Street (200-300 blocks), Road blocks at Broad and E. Park alley, Road Barrels at corner of Broad and West Side of W. Park at the old Pharmacy.

Background Information: This is an annual summer event for the youth in our community.

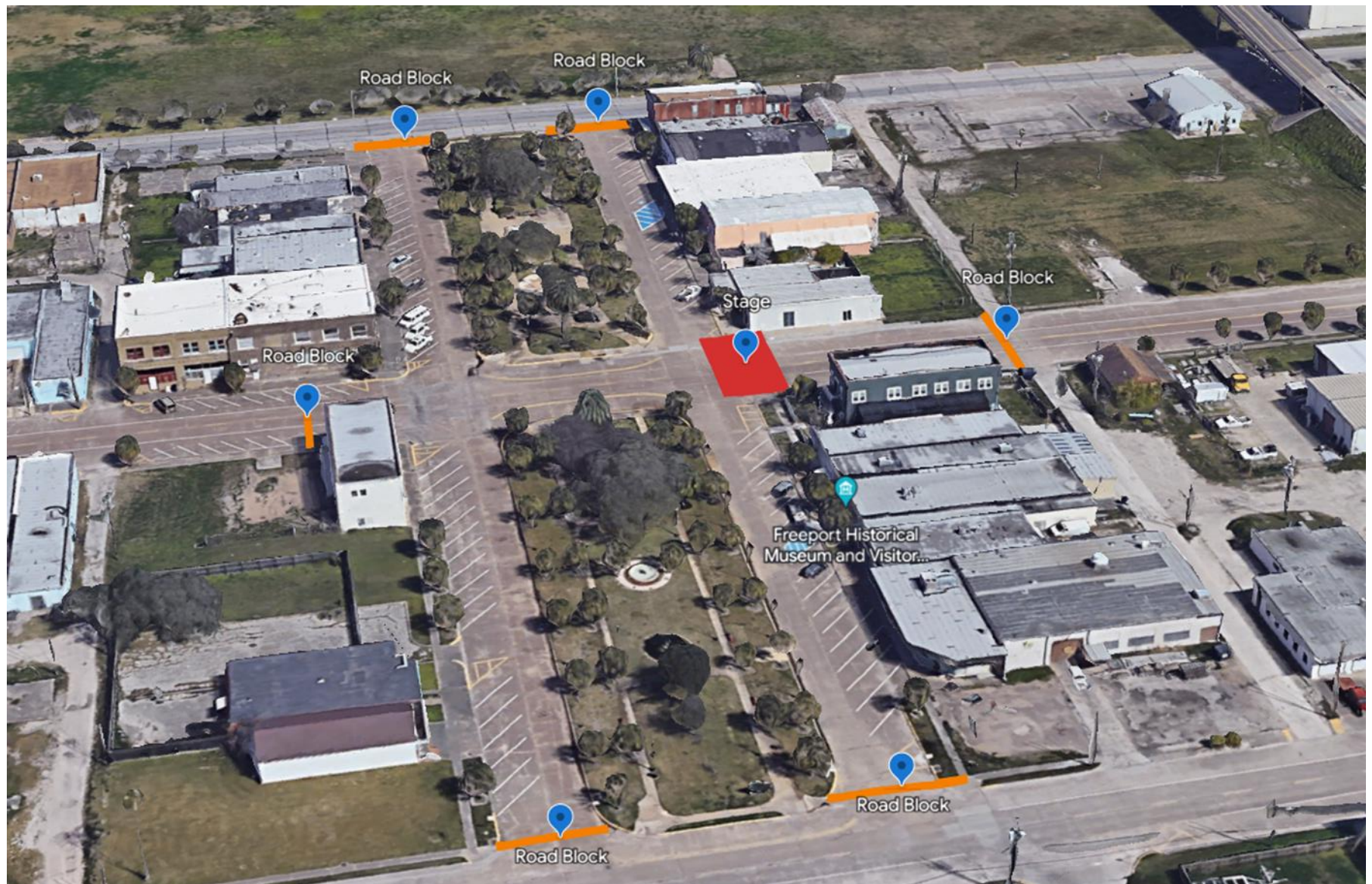
Special Considerations:

Financial Impact: Event sponsors include Freeport Economic Development Corporation, Brazosport Breakfast Lions Club, and Salvation Army.

Board or 3rd Party Recommendation: The Freeport Historical Commission & Main Street Advisory Board supports KIDFEST as one of its annual community events.

Supporting Documentation:

1. 2025 KIDFEST Road Closures Map
2. 2025 KidFest Event Flyer





PRESENTS

THE 15TH ANNUAL

KIDFEST



SATURDAY, SEPTEMBER 6TH
3PM-7PM

FREE!



INFLATABLES | FOOD | MUSIC | FACE PAINTING | GAMES & MORE!

Historic Downtown Freeport
311 EAST PARK AVENUE
FREEPORT, TX 77541

Sponsored by



CITY OF FREEPORT

FY2025-2026

UPDATED - PROPOSED BUDGET



Presentation prepared for Mayor & Council for 8/4/2025 meeting

Prepared by: Ashlee Hurst, CGFO

(979) 871-0112 – Office Line

ahurst@freeporttx.gov – Email

Monday – Friday 8a-5p – Office Hours

GENERAL FUND – OVERALL SUMMARY

	FY2022-2023 ACTUALS	FY2023- 2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET
REVENUE TOTAL	\$21,413,066	\$21,458,191	\$19,476,665	\$22,042,573	\$21,115,145
EXPENDITURES TOTAL	16,976,689	20,054,342	18,788,140	17,253,992	19,492,968
BEG. FUND BALANCE	5,496,040	6,933,321	7,340,233	6,533,030	10,759,946
REVENUE LESS EXPENDITURES	4,436,377	1,403,849	798,525	4,788,581	1,622,177
NET TRANSFERS	(2,999,095)	(1,804,141)	(561,665)	(561,665)	169,635
ENDING FUND BALANCE	6,933,321	6,533,030	7,577,094	10,759,946	12,551,758
90 DAY RESERVE	4,198,867	4,896,541	4,669,535	4,308,404	4,873,242
AVAILABLE FUND BALANCE	\$2,734,454	\$1,636,489	2,907,559	6,451,542	9,856,059

GENERAL FUND – REVENUE SUMMARY

	FY2022-2023 ACTUALS	FY2023-2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET	Increase / (Decrease)
Industrial Districts	\$8,954,728	\$9,423,021	\$9,389,300	\$10,545,561	\$10,475,000	\$1,085,700
Property Tax	3,167,166	3,397,417	3,370,000	3,455,000	3,415,000	45,000
Sales Tax	2,471,744	2,649,294	2,450,000	2,495,000	2,680,000	230,000
Charges for Service	2,306,951	2,444,863	2,224,200	2,752,400	2,575,250	351,050
Franchise & Other Taxes	724,988	713,297	715,000	696,000	689,000	(26,000)
Intergovernmental	1,756,606	633,846	152,000	564,312	165,000	13,000
Fines & Forfeits	191,086	233,483	222,600	251,050	230,050	7,450
Miscellaneous Income	759,070	1,254,199	215,000	581,050	268,500	53,500
Lease Income	60,876	17,012	175,765	173,000	134,545	(41,220)
Investment Earnings	481,374	553,846	300,000	370,000	330,000	30,000
License and Permits	538,477	137,913	262,800	159,200	152,800	(110,000)
Revenue Total	\$21,413,066	\$21,458,191	\$19,476,665	\$22,042,573	\$21,115,145	\$1,638,480



GENERAL FUND - REVENUE CHANGES

- Industrial District revenue was adjusted to proper allocation amounts
- Property Tax revenue is based on actuals with no tax increase
- Sales Tax was increased by 2% per Comptroller data *(City gets 1.5% and EDC gets .5%)*
- Charges for Service revenue was increased by 16% *(Golf & Ambulance biggest contributors)*
- Franchise & Other Taxes revenue decreased by 4% based on actuals
- Miscellaneous Income increased by 25% based on actuals
- Fines & Forfeits increased by 3% based on actuals
- Lease Income decreased by 23% to reflect the loss of the City Hall tenant
- Intergovernmental increased by 9% based on actuals for EMS Interlocal
- License and Permits decreased by 42% based on actuals
- Interest Income increased by 10% based on actuals *(Combined with the decreasing interest rates)*

Overall Revenue increased \$1,638,480 over the FY2024-2025 Adopted Budget

Transfers were updated by \$19,635 to include the EDC transfer to supplement the Main Street Coordinator salary

Revenue projections did not change with this Proposed update**



GENERAL FUND – EXPENDITURE SUMMARY

	FY2022-2023 ACTUALS	FY2023-2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET	Increase / (Decrease)
Administration	\$2,398,690	\$2,804,664	\$2,091,359	\$1,946,642	\$2,131,050	39,691
Information Technology	521,163	416,857	493,358	396,550	307,150	(186,208)
Municipal Court	278,525	249,065	260,830	269,336	256,905	(3,925)
Police / Animal Control	4,949,804	5,864,196	6,086,942	5,174,378	6,461,095	374,153
Fire	1,498,388	1,503,133	1,717,303	1,455,931	1,747,076	19,773
EMS	909,426	993,214	1,152,227	1,048,371	1,256,560	104,333
Streets / Drainage	1,447,827	1,454,419	1,456,908	1,436,699	1,569,205	112,297
Service Center	202,594	464,614	214,666	196,041	220,940	6,274
Beach Maintenance	30,745	7,959	42,850	26,694	42,850	-
Garbage	747,174	763,915	775,000	747,000	755,000	(20,000)
Building / Permits	278,817	279,323	478,502	411,325	491,359	12,857
Code Enforcement	452,232	399,495	356,227	334,729	419,740	63,513

GENERAL FUND – EXPENDITURE SUMMARY

	FY2022-2023 ACTUALS	FY2023-2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET	Increase / (Decrease)
Library	36,451	26,445	51,850	34,059	42,200	(9,650)
Parks	1,191,375	1,227,823	1,316,140	1,035,632	1,264,715	(51,425)
Recreation	350,601	329,216	525,869	349,686	488,381	(37,488)
Sr. Citizen's Commission	7,588	17,182	17,500	16,500	18,000	500
Golf Course	1,382,506	1,486,179	1,324,854	1,357,581	1,535,473	210,619
Historical Museum	292,785	211,006	343,230	262,899	332,419	(10,811)
Main Street	-	113,757	72,525	13,700	152,850	80,325
Emergency Mgmt	-	4,576	-	500	-	-
Hurricane Beryl	-	1,437,304	-	740,239	-	-
Expenditure Total	\$16,976,689	\$20,054,342	\$18,788,140	\$17,253,992	\$19,492,968	\$704,828

GENERAL FUND - EXPENDITURE CHANGES

- 3% cost of living raise was included for all departments *(PD Matrix also)*
 - .09% increase in retirement benefits beginning 1/1/26
 - 15% increase in group benefits based on consultant advice
 - 5% increase for Property/General Liability insurance *(estimated increase)*
 - ***No budget requests have been accounted for until Council submits their approvals*
 - ***There is an estimated \$1,622,177 available to allocate for requests*
-

- Main Street budget was updated with numbers not previously available yet
- Other department changes were due to the updated Group Benefits calculation

This is an expenditure increase of \$189,213 from the previously presented budget

Overall expenditures increased \$704,828 over the FY2024-2025 Adopted Budget



GENERAL FUND – CAPITAL EXPENDITURES VEHICLE & EQUIPMENT

- This will be represented by a transfer from the General Fund, if Council wishes to approve any projects.
-

This has not changed from the previous Proposed Budget

GENERAL FUND – CAPITAL EXPENDITURES STREETS & DRAINAGE

- This will be represented by a transfer from the General Fund, if Council wishes to approve any projects.
-

This has not changed from the previous Proposed Budget

DEPARTMENT BUDGET REQUESTS

- Administration
 - Finance – Move financial software to cloud hosting - \$27,221
 - Finance – Project accounting module - \$3,470 (*only available if we move to cloud*)
 - HR – TMRS Certifications for 2 employees - \$3,000
 - HR – Personnel policy consultant - \$3,000
 - Admin/PD – JustFOIA public info software - \$10,314 + \$1,007 one-time (*Will be split between Admin/PD budgets*)
- Building
 - Advertising line increase - \$3,000
- Information Technology
 - No requests
- Police / Code
 - Combine PD and Code budget
 - 5.5% COLA - \$175,000
 - Overtime increase - \$120,000
 - Microsoft Office 2022 update - \$11,670
 - Replace PD building camera storage - \$12,000
 - Server relocation - \$28,000
 - Replace office chairs - \$10,000
 - 5 vehicle replacements (3 patrol, 1 CID, 1 animal control) - \$475,000
 - Remove tower and surge protection - \$30,000
 - Replace jail cameras - \$5,000
 - Beach buggy replacement - \$32,000 (*possible grant*)
 - LPR cameras - \$63,000 + \$84,250 (*possible grant*)
- Main Street
 - No requests
- Golf Course
 - Annual cart path repair - \$10,000
 - Pump station platform - \$10,000
- Water / Sewer
 - No requests

DEPARTMENT BUDGET REQUESTS

■ Fire / EMS

- Training overtime (Fire & EMS each) - \$12,000
- Tire replacement – fire engines - \$13,000
- 3 EMS personnel - \$212,080
- 3 firefighters/medics - \$253,800 (billable revenue of \$168,000)
- New ambulance - \$4,000 + \$400,000
- New fire engine - \$7,000 + \$980,000

■ Streets

- Concrete saw - \$6,256
- Vibratory plate compactor - \$1,595
- Jumping jack - \$2,998
- 15' batwing mower - \$29,000
- Zero turn mower - \$14,000

■ Service Center

- No requests

■ Parks

- Gator (ATV) - \$15,000
- Riverplace exterior metal coating - \$30,000
- Repair playground equipment - \$20,000
- Border and mulch playgrounds - \$10,000

■ Recreation Center

- Annual pool contract - \$10,000
- Splash pad replacement - \$10,000
- Rec center exterior metal coating - \$30,000

■ Museum

- Museum manager raise - \$10,000
- Museum staff raises above COLA - \$10,000
- Advertising line increase - \$9,000
- Generator - \$5,000
- Central dehumidifier - \$5,000
- Renovate museum storage room - \$15,000
- Fire suppression system - \$45,000

BUDGET REQUESTS

	Recurring:	One-Time:
Grand Total of All Requests:	\$929,885	\$2,346,776
Available Resources to Allocate:	<u>\$1,622,177</u>	

ENTERPRISE FUND – EDUCATIONAL INFO

EDUCATIONAL INSIGHT:

- An Enterprise Fund type should sufficiently operate solely on charges for services
- The fund type operates like a business
- The fund operates on a working capital basis – better understood as it operates on a cash basis
- A deficit in an Enterprise Fund indicates a problem with their operations or pricing
- The General Fund generally should not make a transfer to cover operating deficits

RELATIVE LEGISLATION:

- GASB 34 states that user charges be set at a level sufficient to cover the cost of providing the service
- Texas Constitution Article III, Section 52(a) generally prohibits cities from giving away water service below cost or for free

ENTERPRISE FUND – EDUCATIONAL INFO

RELATIVE CITY POLICY LANGUAGE:

- The City's Financial policy section XII – Operating Budget: Develop and maintain a balanced budget that presents a clear understanding of the goals of the City Council.
- The City's Financial policy section III. Fund Balance/Working Capital/Net Assets B. General Policy: Fund balance should be used only for non-recurring expenditures, major capital purchases, or emergencies that cannot be accommodated through current year savings.
- The City's Financial policy section I. Revenues B. User Fees: For services that benefit specific users, where possible, the City shall establish and collect fees to recover the cost of those services. Where feasible and desirable, the City shall seek to recover full direct and indirect costs. City staff should review user fees on a regular basis to calculate their full cost recovery levels, to compare them to the current fee structure and to recommend adjustments where necessary to facilitate City Council's policy decision regarding the level of support to be provided.
- The City's Financial policy section I. Revenues D. Funds User Fees: Enterprise funds user fees shall be set at levels enough to cover operating expenditures, meet debt obligations, provide additional funding for capital improvements and provide adequate levels of working capital and debt coverage. The City shall seek to eliminate all forms of subsidization to enterprise funds from the General Fund and seek to reduce general fund support to enterprise funds.

ENTERPRISE FUND – EDUCATIONAL INFO

WHAT DOES THIS MEAN FOR THE CITY:

- Transferring from the General Fund to cover the deficit potentially violates the Texas Constitution Article III
- Transferring from the General Fund to cover the deficit potentially contradicts GASB 34
- The billing rates have not changed since the last adjustment September 1, 2023
- The BWA costs increased last year by 14.14%, a total of \$378,760
- The BWA costs will increase 7.83% this year, a total of \$262,800 in FY2026
- The Veolia costs increased last year by 18.09%, a total of \$474,873
- The Veolia costs will increase by an estimated 3% this year, a total of \$100,000 in FY2026
- Total BWA increase in costs since last rate adjustment is 21.97%, totaling \$641,560
- Total Veolia increase in costs since last rate adjustment is 21.09%, totaling \$574,873
- Combined increase in costs since last rate adjustment totals \$1,216,433
- A rate increase is recommended to increase revenues to offset the increased expenses from BWA and Veolia

ENTERPRISE FUND – RATE ADJUSTMENT

RATE INFORMATION:

- Staff reviewed neighboring cities for comparative purposes
- Freeport remains one of the cheapest utility bill
- Other cities have seen steady increases due to rising costs
- We have operated without increasing rates, but it is not sustainable to continue to do so

	Oyster Creek	Freeport	Clute	Lake Jackson	Angleton	Richwood
Water - Base	19.08	18.47	14.77	17.62	33.61	37.53
Water - 2,001-11,999	5.25 (over 2,000)	6.38	4.86 (up to 10,000)	6.36	12.33 (over 2,000)	6.14 (2,000-19,999)
Water - Over 12,000		8.40	5.41 (up to 20,000)	7.22 (over 20,000)	12.90 (over 10,000)	6.39 (over 20,000)
Sewer - Base	.80 per total of water	14.03	14.77	19.04	18.08	28.50
Sewer - 2,001-Unlimited		4.84	4.86 (up to 10,000)	6.88	3.97 (per 1,000)	4.95 (over 2,000)
			5.41 (10,001 and over)			
Garbage	Unknown	20.00	24.09	27.50	23.10	21.90
Bill based on 3,000 gals	53.24	63.72	68.21	77.40	99.03	99.02
	Last changed 10/3/24		Last changed: Unknown	Will increase 10/1/25	Increased 4/1/25	Last changed 10/1/23

ENTERPRISE FUND – RATE ADJUSTMENT

RATE INFORMATION:

- Staff prepared a proposal of 10% and 20% increase for comparative purposes
- The rates will need to increase at least 20% to “catch-up” with the rising costs that have been passed to us

PROPOSED INCREASED RATES BASED ON 10%			PROPOSED INCREASED RATES BASED ON 20%		
This would provide additional revenue of \$873,718.48			This would provide additional revenue of \$1,747,436.97		
Proposed Residential Bill	Water	\$27.34	Proposed Residential Bill	Water	\$32.80
Based on 3,000-gallon usage	Sewer	\$20.76	Based on 3,000-gallon usage	Sewer	\$24.91
	Trash	\$20.00		Trash	\$20.00
	Total Bill:	\$68.09		Total Bill:	\$77.71
	Increase of:	\$4.37		Increase of:	\$13.99
Current Commercial Bill	Water	\$68.52	Current Commercial Bill	Water	\$82.22
Based on 1" meter	Sewer	\$53.94	Based on 1" meter	Sewer	\$64.73
Based on 5,000-gallon usage	Trash	\$35.00	Based on 5,000-gallon usage	Trash	\$35.00
	Total Bill:	\$157.46		Total Bill:	\$181.96
	Increase of:	\$11.13		Increase of:	\$35.63

WATER/SEWER – OVERALL SUMMARY

	FY2022-2023 ACTUALS	FY2023- 2024 ACTUALS	FY2024-2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET
REVENUE TOTAL	\$8,992,824	\$10,502,689	\$7,950,000	\$10,502,975	\$8,516,710
EXPENDITURES TOTAL	7,578,353	7,505,561	7,846,078	10,158,042	7,725,671
BEG. FUND BALANCE	5,011,419	8,422,932	11,951,130	11,951,130	11,844,413
REVENUE LESS EXPENDITURES	1,414,471	2,997,128	103,922	344,933	791,039
NET TRANSFERS	(390,725)	531,070	(451,650)	(451,650)	(791,039)
ENDING FUND BALANCE	8,446,050	11,951,130	11,603,402	11,844,413	11,844,413
90 DAY RESERVE	2,315,002	2,451,425	2,589,206	2,403,012	2,549,471
AVAILABLE FUND BALANCE	6,131,048	9,499,705	9,014,196	9,441,400	9,294,941

WATER/SEWER – REVENUE SUMMARY

	FY2022- 2023 ACTUALS	FY2023- 2024 ACTUALS	FY2024- 2025 ADOPTED BUDGET	FY2024- 2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET	INCREASE / (DECREASE)
INTERGOVERNMENTAL	1,048,606	2,092,254	4,000	3,107,475	30,000	26,000
MISCELLANEOUS INCOME	1,936,879	14,600	127,000	147,400	147,500	20,500
BOND PROCEEDS	-	-	-	-	-	-
INVESTMENT EARNINGS	20,074	38,227	15,000	15,000	15,000	-
WATER & SEWER SERVICES	7,926,352	8,357,607	7,804,000	7,087,500	8,324,210	520,210
REVENUE TOTAL	10,931,911	10,502,689	7,950,000	10,357,375	8,516,710	566,710

WATER/SEWER – REVENUE CHANGES

- Water and sewer revenue was adjusted to close the deficit
 - The City needs to explore selling more water to increase revenues
 - The City needs a rate adjustment to increase revenues
 - This fund will require in-depth monitoring and collaborative thinking, strategic-planning, and in-depth conversations internally and with Council to make adjustments that will result in a positive impact on the fund
-

Revenues were increased overall by an additional \$566,710

WATER/SEWER – EXPENDITURE SUMMARY

	FY2022-2023 ACTUALS	FY2023-2024 ACTUALS	FY2024- 2025 ADOPTED BUDGET	FY2024-2025 ESTIMATE	FY2025-2026 PROPOSED BUDGET	INCREASE / (DECREASE)
REVENUE TOTAL	\$10,931,911	\$10,502,689	\$7,950,000	\$10,502,975	\$8,516,710	\$(542,120)
SALARIES	100,584	120,943	204,932	120,000	181,880	(46,552)
BENEFITS	52,108	62,493	82,676	55,071	92,741	(3,935)
SUPPLIES	33,202	27,290	58,700	35,600	38,500	(18,200)
SERVICES	6,142,994	6,404,863	7,340,270	7,197,275	7,026,875	(146,970)
MAINTENANCE	58,587	100,096	115,000	15,100	15,100	(101,000)
SUNDRY	627,684	712,875	44,500	30,600	30,600	(12,550)
DEBT SERVICE	91,397	76,369	-	-	-	-
CAPITAL OUTLAY	-	633	-	2,876,186	-	-
TRANSFERS	390,725	(531,070)	451,650	451,650	791,039	337,189
EXPENDITURE TOTAL	7,497,280	6,974,491	8,297,728	10,612,692	8,516,710	(120,407)

WATER/SEWER – EXPENDITURE CHANGES

- Veolia services increased by 3% as an estimate, a \$100,000 increase
- BWA increased by \$262,800 due to rate increase from \$4.60 to \$4.96
- Supplies, services, and maintenance lines decreased by as much as possible to lessen the overall budget deficit
- Transfers increase to include the payment of the water meter loan for \$337,189
- Revenues were adjusted based on projections from the average of the increased revenue from the new meters
- There has been a formal budget request made for a lift station generator at Slaughter Rd. Staff is working to gather costs for preparation

Expenditures were reduced by an additional \$54,000 to help close the deficit

DISCUSSION



City Council Agenda Item #[4.A]

Title: Public Hearing: Updated Proposed Budget Fiscal Year 2025-2026.
Date: August 4, 2025
From: Ashlee Hurst, Finance Director

Staff Recommendation: N/A

Item Summary: This is the presentation of the Updated Proposed Budget for FY2025-2026.

Background Information: The preliminary proposed budget for Fiscal Year 2025-2026 was presented at the July 21st meeting. Since that presentation, we have had a few changes. We presented the updated Proposed Budget and would like to give the public an opportunity to weigh in.

This is also the time for City Council to provide staff with additional projects to be funded with guidance on how to fund any additional projects and/or allocate the excess revenues.

After discussion tonight, any changes brought forward by City Council will be made to the budget and a new Proposed Budget will be distributed. There will be further discussion on the budget at the August 18th meeting, where we will present proposed tax rates. Those tax rates and adopted budget will ideally be voted on at the September 2nd meeting.

Special Considerations: This updated proposed budget is presented based on no tax rate increase or water/sewer rate increase.

Financial Impact: This updated proposed budget will be used to set the budget and tax rate for Fiscal Year 2025-2026.

Board or 3rd Party Recommendation: The Freeport Economic Development Corporation (EDC) budget was included in the proposed budget. The EDC Board approved their budget at the July 8th meeting. This budget will be included to be adopted by City Council when the budget is adopted in September 2025.

Supporting Documentation:
None



City Council Agenda Item #[5.A]

Title: Consideration and possible action approving a report by the City Secretary regarding a Petition filed on February 13, 2025 on behalf of the Freeport Police Officers Association, requesting a proposition be placed on the November 2025 ballot to be voted for or against to read: For or Against Adoption of the Fire Fighters' and Police Officers' Civil Service Law.

Date: August 4, 2025

From: Clarisa Fernandez, City Secretary

Staff Recommendation: Staff recommends accepting the Report by the Secretary regarding a Petition filed on February 13, 2025.

Item Summary: On February 13, 2025 the City Secretary received a petition from Hans Marticiuc on behalf of the Freeport Police Officer's Association to include on the ballot of the next uniform election date (November 4, 2025) a propositions to vote for or against the "Adoption of the Fire Fighters' and Police Officers' Civil Service Law." Section 143 of the Local Government Code states (a) A municipality may hold an election to adopt or repeal this chapter as provided by this section.(b) If the governing body of the municipality receives a petition requesting an election that is signed by a number of qualified voters of the municipality equal to at least 10 percent of the number of voters who voted in the most recent municipal election, the governing body shall order an election submitting to the voters the question of whether this chapter should be adopted. The election must be held on the first authorized uniform election date prescribed by Chapter 41, Election Code, that occurs after the petition is filed and that allows sufficient time to comply with other requirements of law.

Mr. Marticiuc submitted one completed petition packet that included 4 petitions that were circulated by registered voters of the City of Freeport with a total of 92 signatures. On February 18, 2025, the City Secretary reviewed and certified the petition as sufficient with 62 signatures verified as registered voters, meeting the requirement of 10 percent of the number of voters who voted in the most recent municipal election.

The City Secretary certifies that the petition submitted by Hans Marticiuc is sufficient and recommends that a Special Election be called for November 4, 2025 as required by Chapter 143 of the Local Government Code-Municipal Civil Service for Firefighters and Police Officers.

Background Information: The petition was initiated in accordance with Chapter 143 of the Texas Local Government Code, which allows for the adoption of Civil Service for Firefighters and Police Officers through an election by a valid petition.



Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. copier@freeport.tx.us_20250730_103544
2. City Secretary Certification Petition

PETITION

**A Petition Requesting an Election
to adopt Texas Local Government Code,
Chapter 143, Municipal Civil Service for Firefighters and Police Officers
for the Police Officers and Firefighters of the City of Freeport, Texas**

TO THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS:

The undersigned duly qualified voters of the City of Freeport, Texas, whose signatures appear below, petition you to order an election submitting to the voters of the City of Freeport, Texas the question of whether Texas Local Government Code, Chapter 143, "Municipal Civil Service for Firefighters and Police Officers", should be adopted for the Police Officers and Firefighters' for the City of Freeport, Texas. The ballot in the election shall be printed to provide for voting for or against the proposition: "Adoption of the fire fighters' and police officers' civil service law." Petitioners request and respectfully demand that such necessary action be taken at the next regular meeting, or special meeting, of the Freeport City Council.

Each of the undersigned states that he or she personally signed this petition; that he or she has not signed any other petition for the same measure; that he or she is a registered and qualified voter of the City of Freeport, Texas; that his or her place of residence in said County and State, including street and number, is correctly written after his or her name; that he or she has read the said petition and understands the same, which petition is a part hereof.



Jerry Cain
Mayor

Dan Pennington
Interim City Manager

STATE OF TEXAS }
COUNTY OF BRAZORIA }
CITY OF FREEPORT }

CERTIFICATE OF SUFFICIENCY

I, Clarisa Fernandez, City Secretary for the City of Freeport, Texas, received a petition on February 13, 2025 with the following description:

“A Petition Requesting an Election to adopt Texas Local Government Code, Chapter 143, Municipal Civil Service for Firefighters and Police Officers for the Police Officers and Firefighters of the City of Freeport, Texas”

After completing my examination of the petition with witness thereof, I hereby certify the results thereof on February 18, 2025. The results were presented to the City Council at its regular scheduled meeting on Monday, August 4, 2025 at which time a Special Election was called for said petition as required by Chapter 143 of the Texas Local Government Code

Furthermore, I certify that:

- The petition contains language that is clear;
- Each separate petition contains a circulator’s affidavit with a statement that he/she personally circulated the petition paper that it bears a stated number of signatures, that all signatures were made in his/her presence, and that he/she believes them to be the genuine signatures of the persons whose names they purport to be;
- Each signed singed in ink or indelible pencil and indicated his/her place of residence by street and number;
- The petition papers are assembled and filed as one instruments;
- The petition contains the signers’ printed names;
- The petition contains the signers’ date of birth or voter registration number;
- The petition contains the date of signing for each signer; and therefore
- The petition papers are signed by a sufficient number of qualified voters, to:

Total Signatures Received	Number of Lists Received	Valid Signatures	Invalid Signatures
92	4	62	30



*In witness whereof I have hereunto set my hand and affixed the official seal of said office
this 4th day of August 2025.*

*Clarisa Fernandez,
City Secretary
City of Freeport, Brazoria County, Texas*

(City Seal)





City Council Agenda Item #[5.B]

Title: Consideration and possible action approving Ordinance No. 2025-2739 calling for a special election to be held on November 4, 2025 for the purpose of submitting to the qualified voters of the City of Freeport a proposition providing for or against the adoption of the fire fighters' and police officers' civil service law; providing for a joint election on November 4, 2025, with other entities contracting with Brazoria County for such joint election; providing for election precincts and polling places; providing for repeal; providing for severability.

Date: August 4, 2025

From: Clarisa Fernandez, City Secretary

Staff Recommendation: Staff recommends approval of an Ordinance calling a special election to be held on November 4, 2025 to submit to the voters the proposition regarding adoption of the Fire Fighters' and Police Officers' Civil Service Law pursuant to Chapter 143 of the Texas Local Government Code.

Item Summary: This Ordinance orders a special election for the City of Freeport to be conducted on November 4, 2025, for the purpose of allowing qualified voters to vote for or against the adoption of the Fire Fighters' and Police Officers' Civil Service Law. The ordinance outlines the procedures, ballot language, polling locations, and administrative requirements for the election.

Background Information: On February 13, 2025, the City Secretary received a valid petition signed by at least 10% of the qualified voters from the most recent municipal election requesting adoption of Chapter 143. Pursuant to state law, the City is now required to hold an election to present the proposed adoption of the Civil Service Law to the voters.

Special Considerations: The election will be conducted by Brazoria County under a joint election agreement. Ballots will be prepared in English and Spanish, and early voting will be available at designated county locations. The proposition will be listed on the ballot as "Proposition A." All election activities will comply with the Texas Election Code.

Financial Impact: Costs associated with the election will be determined based on the Joint Election Agreement with Brazoria County. The City will be responsible for its proportional share of election expenses, which may include staffing, materials, and equipment provided by the County for early voting and Election Day operations.

Board or 3rd Party Recommendation: N/A



Supporting Documentation:

1. ORDINANCE calling election DUNCAN
2. ELECTION DAY VOTE CENTERS-GENERAL-2025-11-04
3. NOTICE OF EV AT BRANCH POLLING PLACES-2025-11-04
4. New Election Notice

ORDINANCE NO. 2025-2739

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS ORDERING A SPECIAL ELECTION TO BE HELD ON NOVEMBER 4, 2025 FOR THE PURPOSE OF SUBMITTING TO THE QUALIFIED VOTERS OF THE CITY A PROPOSITION TO CONSIDER WHETHER TO ADOPT THE FIRE FIGHTERS AND POLICE OFFICERS' CIVIL SERVICE LAW' PROVIDING FOR EARLY VOTING, ELECTION PRECINTS, AND POLLING LOCATIONS; PROVIDING FOR NOTICE OF SAID ELECTION; PROVIDING FOR CONDUCT OF THE ELECTION BY BRAZORIA COUNTY; PROVIDING FOR JOINT ELECTION; AND RELATED MATTERS.

WHEREAS, the City Council of the City of Freeport, Texas ("City"), pursuant to the Texas Local Government Code Chapter 143 and the Texas Election Code, is authorized to call an election for the purpose of submitting to the voters a proposition on whether to adopt the Fire Fighters' and Police Officers' Civil Service Law; and

WHEREAS, on or about February 13, 2025, the City Secretary of the City of Freeport ("City Secretary") received a petition requesting the adoption of Chapter 143 (the "Petition"); and

WHEREAS, pursuant to Chapter 143, the Petition has been signed by at least 10 percent of the qualified voters who voted in the most recent municipal election; and

WHEREAS, pursuant to Chapter 143, the City Council of the City of Freeport, Texas (the "City") is required to hold an election in the City for the purpose of submitting to the qualified voters of the City proposition providing for or against the adoption of Chapter 143;

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

Section 1. Special Election. A special election is hereby called and ordered for the 4th day of November, 2025 ("Election Day"), between the hours of 7:00A.M. and 7:00P.M. during which the following proposition shall be submitted to the qualified voters of the City of Freeport, Texas for their action thereon, a proposition for or against the adoption of the fire fighters' and police officers' civil service law. Said election shall be held in accordance with the Texas Election Code;

Section 2. Contract with Brazoria County. The special election shall be held and conducted by Brazoria County. The City of Freeport, Texas (hereinafter the "City") has made provision to contract with Brazoria County to conduct the City's election, pursuant to Chapter 31 of the Texas Election Code, and Chapter 791 of the Texas Government Code (the Joint Election Agreement and Contract for Election Services, hereafter called the "Election Agreement"), and such election agreement provides for political subdivisions subject to the election agreement that hold elections on the same day in all or part of the same territory to hold a joint election as authorized in Chapter 271 of the Texas Election Code;

Section 3. Ballot Language. That the ballot of said election shall conform to the requirements of the Texas Local Government Code, as such code may be amended, and the Texas Election Code, as such code may be amended, with the provision on such ballot allowing voters to vote "FOR" or

“AGAINST” the proposition. Such proposition, lettered, in accordance with Section 52.095 of the Texas Election Code, shall provide as follows;

PROPOSITION A

Adoption of the Fire Fighters’ and Police Officers’ Civil Service Law.

FOR _____ AGAINST _____

Section 4. Election procedures. The Brazoria County Election Officer and his/her employees and appointees, and the election judges, alternate judges and clerks properly appointed for the election, shall hold and conduct the election in the manner provided by the Election Agreement and the law governing the holding of general and special elections by home rule cities of the State of Texas; and the official ballots, together with such other election materials as are required by the Texas Election Code, shall be prepared in both the English and Spanish languages and shall contain such provisions, markings and language as required by the law.

Section 5. Early Voting. Early voting, both by personal appearance and by mail, will be conducted by the Brazoria County Election Officer, who is designated and appointed as the Early Voting Clerk, in accordance with the Texas Election Code. Early voting by personal appearance shall be conducted at places and locations authorized by state law and the Brazoria County Election Officer as described in “Attachment B”. Early voting shall commence on October 20-October 25, October 27-October 29 from 8:00A.M. through 5:00P.M. and continue through October 30-October 31 from 7:00A.M. through 7:00P.M. and early voting polls shall remain open for the time specified by the Texas Election Code. Early voting shall also be held at any time and location authorized by the Brazoria County Election Officer. Early voting by City residents may be conducted at any Brazoria County early voting location and any location exclusively designated by the Brazoria County Election Officer.

Section 6. Election Precincts and Polling Places. The election precincts for the election shall be the election precincts established by Brazoria County, provided that each shall contain and include geographic area that is within the City. The polling place for each such election precinct shall be the polling place established by Brazoria County for such election precincts in Brazoria County and voting by residents of the City. Voting by City residents may be conducted at any Brazoria County voting location and any location exclusively designated by the Brazoria County Election Officer for City residents. The polls, found in “Attachment A” shall remain open on the day of the election November 4, 2025 from 7:00A.M. to 7:00P.M. The returns for precincts in Brazoria County will be provided by precinct and the Brazoria County Election Officer shall tabulate and provide the election returns for the election.

Section 7. Officers of Election and Compensations Thereof. The Presiding Judge, Alternate Presiding Judge and clerks needed on the day of election for the election called by this ordinance,

for the early ballot board and the central counting station shall be appointed, have the duties and be compensated as provided in the Joint Election Agreement and Contract for Election Services between the City and the County Clerk of Brazoria County, Texas, which is incorporated herein by reference.

Section 8. Notice of Election. Notice of the election shall be given and the election shall be held in compliance with the provisions of the Texas Election Code, the Federal Voting Rights Act of 1965, as amended, and the City Charter in all aspects. Notice of the election shall be made by publishing the Notice of Election in both English and Spanish, at least one time, not earlier than (30) days nor later than (10) days prior to said election, in a newspaper of general circulation published within the City; and by posting of the notice on the bulletin board used for posting notices of meetings of City Council at City Hall not later than the twenty-first (21st) day before the election, written both in English and Spanish.

Section 9. Ratification and Confirmation by Mayor. By signing this ordinance, the undersigned Mayor of the City hereby ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

Section 10. Effective date. This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED THIS _____ DAY OF _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

ATTEST:

Chris Duncan, Interim City Attorney
City of Freeport, Texas

Home Pct #	Polling Place	Zip Code
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	77515
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581
13	Delores Fenwick Nature Center, 5750 Magnolia Pkwy, Pearland	77584
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	77480
15	Danbury Community Center, 6115 5th St, Danbury	77534
17	Freeport Library, 410 Brazosport Blvd, Freeport	77541
19	Clute Event Center, 100 Parkview Dr, Clute	77531
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	77541
23	Doris Williams Civic Center, 333 Hwy 332 East, Lake Jackson	77566
25	Hillcrest Village Municipal Bldg., 200 W Timberlane	77511
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	77581
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	77584
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	77584
39	Alvin Library, 105 S Gordon, Alvin	77511
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	77584
46	Tom Reid Library, 3522 Liberty Dr, Pearland	77581
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	77584
55	West Annex, 451 N Velasco, Angleton	77515
65	Manvel Annex, 7313 Corporate Dr, Manvel	77578
70	Precinct 4 North Annex, 3633 County Road 58, Manvel	77578
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	77531
79	Iowa Colony Public Safety Building, 3144 Meridiana Pkwy, Iowa Colony	77583

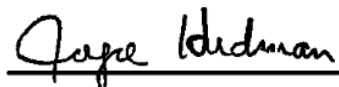
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonDoris Williams Civic Center, 333 Hwy 332 East
ManvelNorth Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland WestWest Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
West ColumbiaPrecinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

October 20- 258 AM – 5 PM
October 27- 298 AM – 5 PM
October 30- 317 AM – 7 PM



Early Voting Clerk

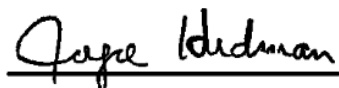
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

Angleton (Ubicación Principal) ..East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonDoris Williams Civic Center, 333 Hwy 332 East
ManvelNorth Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

20-25 de octubre8 AM – 5 PM
27-29 de octubre8 AM – 5 PM
30-31 de octubre7 AM – 7 PM



Secretaria de la Votación Adelantada

City of Freeport, Texas
(Ciudad de Freeport, Texas)

NOTICE OF SPECIAL ELECTION
(AVISO DE ELECCIÓN ESPECIAL)

To the registered voters of the City of Freeport, Texas:
(A los votantes registrados de la Ciudad de Freeport, Texas:)

Notice is hereby given that the polling places listed below will be open from 7:00A.M. to 7:00P.M. on November 4, 2025, for voting in a:
(Por medio del presente se notifica que los centros de votación que se indican a continuación estarán abiertos desde las 7:00 a.m. hasta las 7:00 p.m. el día 4 de noviembre de 2025, para votar en una:)

- 1) Special Election for the purpose of submitting to the qualified voters of the City of Freeport the following proposition on whether to adopt the fire fighters' and police officers' civil service law':
(Elección Especial con el propósito de someter a consideración de los votantes calificados de la Ciudad de Freeport la siguiente proposición sobre si se debe adoptar la ley de servicio civil para bomberos y oficiales de policía.)

PROPOSITION A
(PROPOSICIÓN A)

Adoption of the Fire Fighters' and Police Officers' Civil Service Law.
(Adopción de la Ley de Servicio Civil para Bomberos y Oficiales de Policía.)

FOR _____ AGAINST _____
(A FAVOR) (EN CONTRA)

On Election Day, a voter may vote at any of the locations listed below:
(El Día de la Elección, los votantes podrán votar en cualquiera de los sitios a continuación:)

Precinct Number (Número de precinto)	Location of Election Day Polling Places (Sitios de Votación el Día de la Elección)	Zip Code (Código Postal)
1	East Annex (Old Walmart), 1524 E Mulberry, Angleton	77515
2	Precinct 4 Building #2, 121 N 10th St, West Columbia	77486
4	Brazoria Library, 620 S Brooks, Brazoria	77422
8	Oyster Creek City Hall, 3210 FM 523, Oyster Creek	77541
9	Bonney Annex Building, 19025 FM 521, Bonney	77583
12	Drainage District No. 4 Building, 4813 W Broadway, Pearland	77581

13	Delores Fenwick Nature Center, 5750 Magnolia Pkwy, Pearland	77584
14	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny	77480
15	Danbury Community Center, 6115 5th St, Danbury	77534
17	Freeport Library, 410 Brazosport Blvd, Freeport	77541
19	Clute Event Center, 100 Parkview Dr, Clute	77531
20	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek	77541
23	Doris Williams Civic Center, 333 Hwy 332 East, Lake Jackson	77566
25	Hillcrest Village Municipal Bldg., 200 W Timberlane	77511
26	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village	77581
29	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland	77584
37	Pearland Recreation Center, 4141 Bailey Rd, Pearland	77584
39	Alvin Library, 105 S Gordon, Alvin	77511
44	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland	77584
46	Tom Reid Library, 3522 Liberty Dr, Pearland	77581
50	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland	77584
55	West Annex, 451 N Velasco, Angleton	77515
65	Manvel Annex, 7313 Corporate Dr, Manvel	77578
70	Precinct 4 North Annex, 3633 County Road 58, Manvel	77578
75	Richwood City Hall, 1800 N Brazosport Blvd, Richwood	77531
79	Iowa Colony Public Safety Building, 3144 Meridiana Pkwy, Iowa Colony	77583

During Early Voting, a voter may vote at any of the locations listed below:

(Durante Votación Adelantada, los votantes podrán votar en cualquiera de los sitios a continuación:)

Angleton (Main)	East Annex, 1524 E Mulberry
Alvin	Alvin Library, 105 S Gordon
Brazoria	Brazoria Library, 620 S Brooks
Freeport	Freeport Library, 410 Brazosport Blvd
Lake Jackson	Doris Williams Civic Center, 333 Hwy 332 East
Manvel	North Annex, 7313 Corporate Dr
Pearland East	Tom Reid Library, 3522 Liberty Dr
Pearland West	West Pearland Community Center, 2150 Countryplace Pkwy
Shadow Creek	West Pearland Library, 11801 Shadow Creek Pkwy
West Columbia	Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

(Fechas y Horas:)

(Octubre)

October 20- 25 8 AM – 5 PM
October 27- 29 8 AM – 5 PM
October 30- 31..... 7 AM – 7 PM

Applications for ballot by mail shall be mailed to:
(*Las solicitudes para boletas que se votarán adelantada por correo deberán enviarse a:*)

JOYCE HUDMAN, COUNTY CLERK

111 E LOCUST SUITE 200

ANGLETON, TEXAS 77515

Telephone Number (*Número de teléfono*): 979-864-1662

Email Address (*Dirección de Correo Electrónico*):

cclerkelections@brazoriacountytx.gov or ABBM@brazoriacountytx.gov

Early Voting Clerk's website (*Sitio web de la Secretaria de Votación Adelantada*):

<https://www.brazoriacountyclerktx.gov/departments/elections>

Applications for Ballots by Mail (ABBM's) and Federal Post Card Applications (FPCAs) must be received no later than the close of business on: October 24, 2025.

(*Las solicitudes para boletas que se votarán adelantada por correo y las Tarjetas Federal Postal de Solicitud deberán recibirse no más tardar de las horas de negocio el:) 24 de Octubre, 2025.*)

Issued this _____ of _____, 2025

(*Emitida este día _____ de _____, 2025*)

Jerry Cain, Mayor
City of Freeport



City Council Agenda Item #[5.C]

Title: Consideration and possible action approving Ordinance No. 2025-2740 amending sections 48.320 and 48.321 of the Code, and adding section 48.326 to specify the due date of payments, implementation of a late fee, and disconnection fee, and disconnection dates and procedures to establish better practices.

Date: August 4, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommend approval of the ordinance.

Item Summary: This ordinance would provide the needed provisions to establish solid utility billing practices within the department. As the City continues to evolve the utility billing department, these procedures being specifically set forth in the Code would leave no room for billing uncertainties. Additionally, this will allow for the creation of the Utility Billing Policy Document that outlines all the policies and procedures for Utility Billing, again leaving no room for uncertainty.

Background Information: In a previous review, it was discovered that utility billing had not been operating with procedures that align with the Code of Ordinances. By approving this ordinance, indisputable billing practices will be set. This would allow for better practices within the City in the future.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Utility Billing Amendment Ordinance
2. City of Freeport Utility Billing Guide

ORDINANCE NO. 2025-2740

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING SECTIONS 48-320 AND 48.321, AND ADDING SECTION 48.326 OF THE CITY OF FREEPORT, TEXAS CODE OF ORDINANCES TO SPECIFY THE DUE DATE OF PAYMENTS, IMPLEMENTATION OF A LATE FEE, AND DISCONNECTION FEE, AND DISCONNECTION DATES AND PROCEDURES TO ESTABLISH BETTER PRACTICES; PROVIDING FOR REPEALER, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, the City of Freeport, Texas ("City") maintains utility billing procedures to ensure timely payments and maintain efficient operations of its utility services; and

WHEREAS, Sections 48.320 and 48.321 of the Code of Ordinances are not clear regarding application of penalty fees and disconnection; and

WHEREAS, the City Council desires to enact an ordinance to establish the policy of uniformity regarding utility services; and

WHEREAS, the City Council desires to amend the current ordinances to establish better practices, and to ensure lawful and consistent enforcement;

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

Section 1. Amendment to Utility Billing Ordinances

Sections 48.320 and 48.321 are amended to read as follows:

Sec. 48-320. Payment of rates and charges.

(a) Billing and Due Date

A bill for the rates and charges fixed and prescribed for all utility services furnished by the city by this article and not previously billed shall be mailed to each consumer by the 20th day of each calendar month and shall be due and payable by the fifth day of the next succeeding calendar month, **such date being the "Due Date"**. Such bill shall also include the monthly voluntary contribution for the city's fire and EMT department authorized by section 14-54.

(b) Late Fee and Disconnection Notice

In the event that such rates and charges are not paid in full by 4:00 p.m. on the 12th day of the month, a Late Fee shall be added to the charges. A Late Notice shall be mailed by the 13th day of each month to all accounts that remain unpaid after the 12th. The Late Notice, shall specifically set forth all charges, the late penalty and notice of the Disconnection Date. All charges contained in the Late Notice, shall be due and payable on or before the 20th of the month, such date being the "Disconnection Date." The amount of the Late Fee shall be set by the City Council and contained in the Master Fee Schedule of the City.

Sec. 48-321. Disconnection of service for nonpayment.

In the event that any consumer of utility services furnished by the city does not pay the rates, charges, and late fee contained in the Late Notice on or before 4:00 p.m. on the Disconnection Date, a "Disconnection Fee" shall be added to the account and the utility services furnished to such consumer will be terminated. The amount of the Disconnection Fee shall be set by the City Council and contained in the Master Fee Schedule of the City.

SECTION 2. Uniformity

Section 48-326 is added to the Code of Ordinances and shall read as follows:

Sec. 48-326 Uniformity.

All rates for water service shall be uniform and equal as they apply to separate classes of service and no free service shall be granted. Charges for water connections to the city water system shall be based on the size of such meter connection and are set by the city council. Rates for water consumer are based on the water consumed as registered by each consumer's meter and shall be as set by the City Council.

SECTION 3. Repealer

All ordinances or parts of ordinances in force when the provisions of this Ordinance becomes effective which are inconsistent or in conflict with the terms and provisions contained in this Ordinance are

SECTION 4. Severability

Should any part, sentence or phrase of this Ordinance be determined to be unlawful, void or unenforceable, the validity of the remaining portions of this Ordinance shall not be adversely affected. No portion of this Ordinance shall fail or become inoperative by reason of the invalidity of any other part. All provisions of this Ordinance are declared to be severable.

SECTION 5. Effective Date

This ordinance shall take effect immediately upon its passage and execution by the Mayor, and attestation by the City Secretary.

PASSED AND APPROVED this ____ day of _____, 2025.

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

APPROVED TO FORM:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

CITY OF FREEPORT – UTILITY BILLING POLICY

This document serves as a comprehensive guide outlining all processes and policies related to utility billing for the City of Freeport.

Starting Utility Service

- Valid photo ID
 - Social Security Number
 - Lease agreement or proof of ownership
 - Completed application form
 - \$100 Deposit & \$25 Connect fee
-

Billing Schedule

- **Bills Mailed Out:** By the 16th of each month
 - **Payment Due Date:** 5th of each month
 - **\$10 Late Fee Applied:** The 12th day of each month at 4pm
 - **\$40 Penalty Fee Applied:** The 20th day of each month at 4pm
 - **Cut-Off Date:** 21st of each month
 - **Account Inactivation Date:** The 6th of the month for accounts 60 days past due
-

Payment Methods

- **In-Person:** At City Hall, cash and checks are accepted. Debit/credit cards accepted with a 3% processing fee.
- **Drive-Thru:** Available during office hours.
- **Night Drop Box:** Available after hours.
- **Bank Draft:** Requires completion of a bank draft form and a voided check. Drafts are processed on the 5th of every month.
- **Online:** Visit www.freeporttx.gov or use freeporttx.municipalonlinepayments.com
- **Phone:** Call (866) 265-6120 to pay through the automatic phone system.

Note: Credit/debit processing fee only applies to in-person transactions. Online payments have no fee.

Setting Up Payment Methods

- **Bank Draft:**
 1. Complete Bank Draft Authorization Form
 2. Provide a voided check
 3. Submit documents to Utility Billing Office
 - **Credit Card Autopay:**
 1. Create an account at freeporttx.municipalonlinepayments.com/freeporttx/utilities
 2. Link your utility account and payment method
 3. Enable auto-pay through user dashboard
-

Discounts Offered

- **Senior Citizen Discount:**
 - Must be 65 or older
 - Proof of age and residence required
 - Applies to water base & sewer base rate only
 - \$50 deposit when starting new services
-

Adjustments Offered

- **Leak Adjustments:**
 - Must submit proof of repair
 - Adjustment is based on average usage vs. spike
 - One adjustment per 12-month period
 - **Sewer Adjustments:**
 - Reviewed case-by-case for high water use that didn't enter the sewer (e.g., pool fill)
-

10-Day Clean Request

- Must have a current, active account
 - Request must be submitted at least 24 hours in advance
 - No outstanding balance on account
 - Customer is responsible for notifying us when the 10 days is completed.
-

Vacation Status

- Must complete a Service Request form at the Utility Office
 - Service must be current and not delinquent
 - Specify dates for vacation status to be effective
-

Pool Fill Adjustment

- Request must be made within 30 days of the billing period in question
- Must provide date of fill and estimated gallons
- One pool fill adjustment allowed per calendar year

Note: This adjustment only adjusts the sewer portion of the billing period.

Trash Prices (Residential & Commercial) Ameriwest

- **Standard Residential Monthly Rate:** \$20
 - **Additional Residential Carts:** \$7.10 per additional cart
 - **Commercial Monthly Rate:** \$35
 - **Additional Commercial Carts:** \$24.37 per additional cart
 - Includes weekly pickup and quarterly bulk collection
 - All dumpster services are provided and billed by Waste Masters of Texas
-

Process Summaries

Billing Process

1. Bills generated and mailed by 15th/16th
2. Due the following month on the 5th
3. Late fee added after 4:00 PM on the 12th
4. Penalty applied after 4:00 PM on the 20th
5. Cut off performed on the 21st or next business day.
6. Inactivation for accounts 60 days past due performed on the 6th of the following month.

Note: Any accounts that are not made current by the following month on the 6th will be inactivated, and the deposit will be forfeited to be applied to the outstanding balance. The customer will need to pay the remaining balance in full, as well as reapply a \$100 deposit and \$25 reconnection fee again to restore services.

Service Setup Process

1. Customer completes application and submits the required documents – Lease/Closing Documents, Valid photo ID
 2. Deposit processed if applicable
 3. Account activated
 4. Meter set/read scheduled
-

Payment Arrangements

- **Form Requirements:** Must be completed and signed by a listed account holder and include a copy of their driver's license. Incomplete forms are denied.
 - **Extension Terms:**
 - Maximum of **5 business days** from the disconnect date.
 - Limit of **3 extensions per calendar year**.
 - Must be **signed by both customer and staff**—no verbal agreements.
 - **Requests due by 4:30 PM the day before** disconnection; no same-day extensions.
 - **Eligibility Criteria:**
 - At least **3 months of on-time payment history**
 - **No returned payments (NSF)** in the last 6 months
 - **No extensions failed** in the last 6 months
 - **Failure to Comply:** Results in a **\$40 disconnection fee and disconnection following payment arrangement failure**. Service won't be restored until the full balance is paid.
-

Neptune 360 Water Portal

What is it?

The Neptune 360 (also known as Neptune My360) water portal is a user-friendly, web-based dashboard that helps you monitor your home's water usage in real-time. It offers:

- Easy-to-read charts and graphs showing daily, weekly, and monthly consumption
- Custom usage alerts to warn you of high usage or possible leaks
- A water-budget tool to help manage expenses

Why it's beneficial:

- **Detect leaks early:** Instant alerts notify you of sudden spikes in usage
- **Stay on budget:** Track usage trends to avoid surprises on your bill
- **24/7 access:** View your data from any browser or mobile device

How to Sign Up for MyPortal360

1. **Visit** the Freeport Water Portal:
www.waterportal.freeporttx.gov
2. **Create an account:**
 - Click "**Sign Up**" or "**Create Account**"
 - Enter your **account number, service address, email**, and a password
 - Accept the terms and submit
3. **Verify your email:**
 - Check your inbox for a verification link and click to confirm
4. **Log in and explore:**
 - After verifying, log in to view your dashboard
 - Customize alerts and set a water usage budget right away



City Council Agenda Item #[5.D]

Title: Consideration and possible action to set the public hearing for the Fiscal Year 2025-2026 Budget.

Date: August 4, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff Recommends holding the Public Hearing for the Fiscal Year 2025-2026 budget on Tuesday, September 2, 2025, with adoption on the same date.

Item Summary: On July 21, 2025, the Interim City Manager and Finance Director presented the proposed budget for the Fiscal Year 2025-2026, which was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005.

Background Information: Per Section 102.006 of the Local Government Code, the City must hold a public hearing on the proposed budget. Any person may attend and may participate in the hearing. The governing body shall set the hearing for a date occurring after the 15th day after the date the proposed budget is filed with the municipal clerk but before the date the governing body makes its tax levy. Notice of this hearing was made in compliance with Section 102.005(b) of Local Government Code.

Special Considerations: N/A

Financial Impact: The total budget, which includes all funds, is approximately \$35.1 million.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:
None



City Council Agenda Item #[5.E]

Title: Consideration and possible action to approve Resolution No. 2025-2942 amending the City of Freeport's Investment Policy.

Date: August 4, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: Staff recommends the approval of the resolution.

Item Summary: Chapter 2256 of the Texas Government Code (“Public Funds Investment Act”) requires an annual review of the City’s Investment Policy, and requires a resolution approving any changes. The only change being proposed is changing the List of Authorized Investment Officers to reflect the current positions, removing Assistant Finance Director and replacing it with Staff Accountant.

Background Information: The purpose of City’s Investment Policy is to provide direction for investing the funds of the City of Freeport and to comply with Chapter 2256 of the Texas Government Code (“Public Funds Investment Act”), which requires each entity to adopt a written investment policy regarding the investment of its funds and any funds under its control. The investment policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City’s funds.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Resolution 2025 Investment Policy
2. Investment Policy 2025

RESOLUTION NO. 2025-2942

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, AMENDING THE LIST OF AUTHORIZED INVESTMENT OFFICERS; PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

WHEREAS, Chapter 2256 of the Texas Government Code, commonly known as the "Public Funds Investment Act," requires the City to adopt an Investment Policy and Qualified Broker/Deal List by rule, order, ordinance or resolution; and

WHEREAS, the City Council must approve any amendments to such Investment Policy; and

WHEREAS, the proposed amendment to the Investment Policy, a copy of which is attached hereto as Exhibit "A," complies with the Public Funds Investment Act, as amended, and authorizes the investment of City funds in safe and prudent investments; and

WHEREAS, the City Council hereby finds that the proposed Amended Investment Policy should be approved.

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

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. Changing the List of Authorized Investment Officer to include the Staff Accountant, of the City of Freeport's Investment Policy is hereby amended as attached hereto as "Exhibit A".

Section 3. This Resolution shall become effective immediately upon its passage.

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

Jerry Cain, Mayor
City of Freeport, Texas

ATTEST:

Clarisa Fernandez, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:

Chris Duncan, Interim City Attorney
City of Freeport, Texas



City of Freeport, Texas Investment Policy

Revised
August 4, 2025

City Freeport Investment Policy

Table of Contents

I. Policy.....	1
II. Purpose	1
III. Scope.....	1
IV. General Objectives.....	1
V. Standards of Care.....	3
VI. Safekeeping and Custody.....	4
VII. Suitable and Authorized Investments.....	5
VIII. Investment Parameters	7
IX. Investment Strategies	7
X. Reporting.....	8
XI. Record Retention	8
Exhibits	9
List of Authorized Investment Officials	10
Statement of Ethics and Conflicts of Interest	11
Approved Broker/Dealers, Financial Institutions and Investment Pools.....	12
Certification by Broker/Dealers and Financial Institutions	13
Investment Strategy	14

I. Policy

It is the policy of the City Freeport (the “City”) to administer and invest its funds in a manner that will preserve the principal and maintain the liquidity while meeting the daily cash flow requirements of the City. The City will conform to all federal, state and local statutes, rules and regulations governing the investment of the City’s funds.

Not less than annually, City Council shall adopt a written instrument by resolution stating that it has reviewed the Investment Policy and investment strategies and that the written instrument so adopted shall record any changes made to the Investment Policy or investment strategies.

II. Purpose

The purpose of this policy is to provide direction for investing the funds of the City of Freeport and to comply with Chapter 2256 of the Texas Government Code (“Public Funds Investment Act”), which requires each entity to adopt a written investment policy regarding the investment of its funds and any funds under its control. The investment policy addresses the methods, procedures and practices that must be exercised to ensure effective and judicious fiscal management of the City’s funds.

III. Scope

This investment policy applies to the safekeeping and investing of all financial assets of the City. These funds are accounted for in the City's Annual Financial Report and include all financial assets of all funds managed by the City, including but not limited to tax revenues, charges for services, bond proceeds, interest income, loans and funds received by the City where the City performs a custodial function. However, this policy does not apply to the assets administered for the benefit of the City by outside agencies under deferred compensation programs or other retirement programs.

IV. General Objectives

The primary objectives, in priority order, of the City’s investment activities shall be safety, liquidity, and yield:

- A. **Safety** – Safety of the principal is the foremost objective of the investment program. Investments shall be undertaken in a manner that seeks to ensure the preservation of capital in the overall portfolio. The objective will be to minimize credit risk and interest rate risk.
 - i. **Credit Risk and Concentration of Credit Risk** – The City will minimize credit risk, the risk of loss due to the failure of the security issuer or backer, and concentration of credit risk, the

risk of loss attributed to the magnitude of investment in a single issuer, by:

- Limiting investments to the safest types of securities,
- Pre-qualifying the financial institutions, broker/dealers, intermediaries, and advisers with which the City will do business, and;
- Diversifying the investment portfolio so that potential losses on individual securities will be minimized.

ii. **Interest Rate Risk** – The City will manage the risk that the market value of securities in the portfolio will fail due to changes in general interest rates, by:

- Structuring the investment portfolio so that securities mature to meet cash requirements for ongoing operations, thereby avoiding the need to sell securities on the open market prior to maturity,
- Investing operating funds primarily in shorter-term securities, money market mutual funds, or similar investment pools, and;
- Diversify maturities and stagger purchase dates to minimize the impact of market movements over time.

B. **Liquidity** – The investment portfolio shall remain sufficiently liquid to meet all operating requirements that may be reasonably anticipated. This is accomplished by structuring the portfolio so that securities mature concurrent with cash needs to meet anticipated demands. Furthermore, since all possible cash demands cannot be anticipated, a portion of the portfolio will be invested in money market mutual funds or local government investment pools that offer same-day liquidity for short-term funds. Additionally, securities held in the portfolio will have active secondary or resale markets.

C. **Public Trust** – All participants in the City’s investment process shall seek to act responsibly as custodians of the public trust. Investment officials shall avoid any transaction that might impair public confidence in the City’s ability to govern effectively.

D. **Yield** – The investment portfolio shall be designed with the objective of attaining a market rate of return throughout budgetary and economic cycles, taking into account the investment risk constraints and liquidity needs. Return on investment is of secondary importance compared to the safety and liquidity objectives described above. The core of investments is restricted to relatively low risk securities in anticipation of earning a fair return relative to the risk being assumed.

- E. **Investments held to Maturity** - Securities shall not be sold prior to maturity with the following exceptions:

- 1) A security with declining credit may be sold early to minimize loss of principal.
- 2) Liquidity needs of the portfolio require that the security be sold.

City Council will be informed promptly in the event that a security is sold prior to maturity.

V. Standards of Care

- F. **Prudence** – The standard of prudence to be used by investing officials shall be the "prudent person" rule. This rule states that "Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion and intelligence exercise in the management of their own affairs, not for speculation, but for investment, considering the probable safety of their capital as well as the probable income to be derived." The determination of whether an investing official has exercised prudence with respect to an investment decision shall be applied in the context of managing an overall portfolio rather than a consideration as to the prudence of a single investment.

Investment officials acting in accordance with written procedures and the investment policy and exercising due diligence shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided that deviations from expectations are reported in a timely fashion and appropriate action is taken to control unfavorable developments.

- G. **Ethics and Conflicts of Interest** – Officers and employees involved in the investment process shall refrain from personal business activity that could conflict with proper execution and management of the investment program, or that could impair their ability to make impartial investment decisions. Employees and investment officials shall disclose to the City any material interests in financial institutions that conduct business with the City. They shall further disclose any personal financial/investment positions that could be related to the performance of the investment portfolio. (See Exhibit B.)

Furthermore, an investment official who has a personal business relationship with an organization seeking to sell an investment to the City shall file a statement disclosing that personal business interest. An investment official who is related within the second degree by affinity or consanguinity to an individual seeking to sell an investment to the City shall file a statement disclosing that relationship. A statement required

under this subsection must be filed with the Texas Ethics Commission and the City Council.

- H. **Delegation of Authority** – Authority to manage the City's investment program is granted to the Investment Officer (s) as listed in Exhibit A. Responsibility for the operation of the investment program is hereby delegated to the Investment Officer, who shall act in accordance with established procedures and internal controls for the operation of the investment program consistent with this investment policy. This policy includes explicit delegation of authority to persons responsible for investment transactions. (See Exhibit A) No person may engage in an investment transaction except as provided under the terms of this policy and the procedures established by the Investment Officer. The Investment Officer shall be responsible for all transactions undertaken and shall establish a system of controls to regulate activities of subordinate officials.
- I. **Training** – Investment officials must complete at least 10 hours of investment training within 12 months of taking office or assuming duties and shall attend an investment training session not less than once in a two-year period and receive not less than 8 hours of instruction relating to investment responsibilities. The City shall provide the training through courses and seminars offered by professional organizations and associations to insure the quality and capability of the City's investment personnel making investment decisions in compliance with Public Funds Investment Act (PFIA). Professional organizations and associations that may provide investment training included the Government Treasurer's Organization of Texas, the University of North Texas, the Government Finance Officers Association of Texas, or the Texas Municipal League.
- J. **Internal Controls** – The Investment Officer is responsible for establishing and maintaining an internal control structure designed to ensure that the assets of the entity are protected from loss, theft, or misuse. The internal control structure shall be designed to provide reasonable assurance that these objectives are met. The concept of reasonable assurance recognizes that (a) the cost of a control should not exceed the benefits likely to be derived and (b) the valuation of costs and benefits requires estimates and judgments by management.

VI. Safekeeping and Custody

- A. **Authorized Broker/Dealers and Financial Institutions** – The Investment Officer will maintain a list of financial institutions and security broker/dealers authorized to provide investment services (Exhibit C) to the City. This list shall be reviewed, revised as necessary and adopted at least annually.

Any person or business entity wishing to be listed as authorized to provide investment services will be required to provide a certification stating the firm has received, read and understood the Entity's investment policy and agree to comply with the policy (Exhibit D). Authorized firms may include primary dealers or regional dealers that qualify under Securities & Exchange Commission Rule 15C3-1 (Uniform Net Capital Rule), and qualified depositories. All investment providers, including financial institutions, banks, money market mutual funds, and local government investment pools, must sign a certification acknowledging that the organization has received and reviewed the Entity's investment policy and that reasonable procedures and controls have been implemented to preclude investment transactions that are not authorized by the Entity's policy. No security, even if otherwise authorized by this policy, may be acquired from an investment provider who has not complied with this requirement.

No securities may be acquired from entities not qualified under this section.

- B. Competitive Purchasing** – The City's policy requires competitive quotes for all individual security purchases and sales except for a) transactions with money market mutual funds and local government investment pools; b) treasury and agency securities purchased at issue through an approved broker/dealer or financial institution; and c) exceptions approved by the Investment Officer on a case by case basis. These exceptions will take into consideration the investment type, maturity date, amount to be invested, and disruption to the City's investment strategy.

Quotes may be accepted orally, in writing, electronically or in any combination of these methods.

- C. Delivery vs. Payment** – All trades apart from investment pools and mutual funds will be executed by delivery vs. payment (DVP) to ensure that securities are deposited in an eligible financial institution prior to the release of funds. Securities and collateral will be held in the City's name by a third-party custodian as evidenced by safekeeping receipts of the institution with which the securities are deposited.

VII. Suitable and Authorized Investments

- A. Eligible Investments** – Assets of the City may be invested in the following instruments described below. All these investments are authorized by the Public Funds Investment Act. Only those instruments listed in this section are authorized.

1. Obligations of the United States of America, its agencies and instrumentalities
 2. Certificates of Deposit issued by a depository institution. The certificate of deposit must be guaranteed or insured by the Federal Deposit Insurance Corporation or its successor or the National Credit Union Share Insurance Fund or its successor and secured by obligations in a manner and amount as provided by law. In addition, certificates of deposit obtained through a depository institution which are fully collateralized under a pledge agreement approved by the City are authorized investments.
 3. No-load Money Market Mutual Funds that 1) are registered and regulated by the Securities and Exchange Commission, 2) have a dollar weighted average stated maturity of 90 days or less, 3) seek to maintain a net asset value of \$1.00 per share and 4) are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service.
 4. Local Government Investment Pools, authorized by a separate resolution, which meet the requirements of Chapter 2256.016 of the Public Funds Investment Act and are rated no lower than AAA or an equivalent rating by at least one nationally recognized rating service.
 5. Commercial paper as authorized by Chapter 2256.013 if the commercial paper: 1) has a stated maturity of 270 day or fewer from the date of issuance; and 2) is rated not less than A-1 or P-1 or an equivalent rating by at least: A) two nationally recognized credit rating agencies; or B) one nationally recognized credit rating agency and is fully secured by an irrevocable letter of credit issued by a bank organized and existing under the laws of the United States or any state.
- B. **Collateralization** – Collateralization will be required on all funds on deposit with a depository bank, other than investments. To anticipate market changes and provide a level of security for all funds, the collateralization level will be one hundred two percent (102%) of market value of principal and accrued interest on the deposits, less an amount insured by the FDIC.

Securities pledged as collateral will be held in the City's name by an independent third party with whom the City has a current custodial agreement. The Investment Officer is responsible for entering into collateralization agreements with third party custodians in compliance with this Policy. The agreements are to specify the acceptable investment securities for collateral, including provisions relation to possession of the collateral, the substitution or release of investment securities, ownership

of securities, and the method of valuation of securities. A clearly marked evidence of ownership (safekeeping receipt) must be supplied to the City and retained. Collateral shall be reviewed at least quarterly to assure that the market value of the pledged securities is adequate.

C. Existing Investments – Any investment currently held that does not meet the guidelines of this policy, but were authorized investments at the time of purchase, is not required to be liquidated; however, the City shall take all prudent measures consistent with this Investment Policy to liquidate an investment that does not or no longer qualifies as an authorized investment.

VIII. Investment Parameters

D. Diversification – The investments shall be diversified by security type and institution. Except for U.S. Treasury securities and authorized pools, the City will diversify the entire portfolio to comply with the investment strategy; however, in no case shall any single investment transaction be more than five-percent (5%) of the entire portfolio.

E. Maximum Maturities – To the extent possible, the City shall attempt to match its investments with anticipated cash flow requirements. Unless matched to a specific cash flow, the City will not directly invest in securities maturing more than three (3) years from the date of purchase. The composite portfolio will have a weighted average maturity of 365 days or less. This dollar weighted average maturity will be calculated using the stated final maturity dates of each security.

IX. Investment Strategies

The City maintains separate portfolios for individual funds or groups of funds that are managed according to the terms of this Policy and the corresponding investment strategies listed in Exhibit E. The investment strategy for portfolios established after the annual Investment Policy review and adoption will be managed in accordance with the terms of this Policy and applicable agreements until the next annual review when a specific strategy will be adopted.

The City maintains a pooled fund group that is an aggregation of the majority of City funds including tax receipts, enterprise fund revenues, fine and fee revenues, as well as some, but not all, bond proceeds, and grants. This portfolio is maintained to meet anticipated daily cash needs for City operations, capital projects and debt service.

The objectives of this portfolio are to ensure safety of principal; ensure adequate investment liquidity; limit market and credit risk through

diversification; and attain the best feasible yield in accordance with the objectives and restrictions set for in this Policy.

X. Reporting

- F. Methods** – The Investment Officer shall prepare an investment report at least quarterly, including a management summary that provides an analysis of the status of the current investment portfolio and transactions made over the last quarter. This management summary will be prepared in a manner consistent with the requirements of Section 2256.023 (Internal Management Reports) of the PFIA, and that will allow the City to ascertain whether investment activities during the reporting period have conformed to the investment policy. The report should be provided to the City Council.
- G. Annual Audit** - The City's external independent auditor shall formally review the quarterly reports, compliance with this policy, and internal management controls over investments in conjunction with the annual financial audit. The results of the review will be reported to the City Council.
- H. Performance Standards** – The investment portfolio shall be managed in accordance with the objectives specified in this policy (safety, liquidity, and yield). The portfolio should obtain a market average rate of return during a market/economic environment of stable interest rates. The Investment Officer shall determine whether market yields are being achieved by comparing the portfolio market yield to the three (3) month U.S. Treasury Bill, the six (6) month U.S. Treasury Bill and the two (2) year U.S. Treasury Note.
- I. Marking to Market** – The market value of the portfolio shall be calculated at least monthly and a statement of the market value of the portfolio shall be issued at least quarterly. The market value of each investment shall be obtained from an independent source such as the Wall Street Journal, a reputable brokerage firm or security pricing service and reported on the investment reports.

XI. Record Retention

Records related to the City's investment activities will be maintained as recommended by the *Texas State Library Municipal Records Manual*. The Investment Officer, in conjunction with the City Secretary is responsible for filing and storing records of investment activity.

Exhibits

EXHIBIT A

List of Authorized Investment Officers

City of Freeport City Manager

City of Freeport Finance Director

City of Freeport Staff Accountant

EXHIBIT B

Statement of Ethics and Conflicts of Interest

Investment officials for the City Freeport shall refrain from personal business relationships with business organizations that could conflict with the proper execution of the investment program, or which could impair their ability to make partial investment decisions. This would only apply to personal business relationships with business organizations that have been approved by City Council to conduct investment transactions with the City.

An investment official is considered to have a personal business relationship with a business organization if:

- (1) The investment official owns 10 percent or more of the voting stock or shares of the business organization or owns \$5,000 or more of the fair market value of the business.
- (2) Funds received by the investment official from the business organization exceed 10 percent of the investment official's gross income for the previous year.
- (3) The investment official has acquired from the business organization during the previous year investments with a book value of \$2,500 or more for the personal account of the investment official.

I do hereby certify that I do not have a personal business relationship with any business organization approved to conduct investment transactions with the City Freeport, nor am I related within the second degree by affinity or consanguinity, as determined under Chapter 573, to an individual seeking to sell an investment to the Freeport as of the date of this statement.

City of Freeport
Investment Official

Signature

Date

Printed Name

Title

EXHIBIT C

Approved Broker/Dealers, Financial Institutions and Investment Pools

Broker/Dealers

- a. Patrick Boyer, Duncan Williams
- b. Robert Phillips, Samco
- c. Russel Robnison, Bank of Oklahoma
- d. Luigi Mancini, Multi-Bank Securities
- e. Gilbert Ramon, Hilltop Securities

Dealers a-d communications as and pricing are handled by Anne Jenkins, AJ Capital.

Financial Institutions

Texas Gulf Bank, N.A. (Primary Depository)

U.S. Bank, N.A.

Investment Pools

TexPool
Texas Class

EXHIBIT D

Certification by Broker/Dealers and Financial Institutions

August 4, 2025

City of Freeport, Texas
Attn: Finance
1201 North Ave H
Freeport, TX 77541

Dear Ms. Hurst:

This certification is executed on behalf of the City of Freeport, Texas (the Investor) and _____ (the Business Organization), pursuant to the Public Funds Investment Act, Chapter 2256, Texas Government Code, (the Act) in connection with investment transactions conducted between the Investor and Business Organization.

The undersigned Registered Principal of the Business Organization hereby certifies on behalf of the Business Organization that:

1. The undersigned is a Registered Principal of the Business Organization offering to enter an investment transaction with the Investor (Note: as such terms are used in the Public Funds Investment Act, chapter 2256, Texas Local Government Code) and;
2. The Registered Principal of the Business Organization has received and reviewed the Investment Policy furnished by the Investor and;
3. The Registered Principal of the Business Organization has implemented reasonable procedures and controls in an effort to preclude investment transactions conducted between the Business Organization and the Investor that are not authorized by the Investor's investment policy, except to the extent that this authorization is dependent on an analysis of the makeup of the investor's entire portfolio or requires and interpretation of the subjective investment standards.

Registered Principal

Broker Assigned to the Account

Signed By: _____

Printed Name: _____

Title: _____

Date: _____

EXHIBIT E

Investment Strategy

The City of Freeport's investment portfolio will be designed and managed to ensure that it will meet all the requirements established by the City's investment policy and the Public Funds Investment Act. The overall investment strategy outlined in the investment policy has been further refined in this investment strategy statement by the following fund types.

Operating Funds:

Operating Funds generally have greater cash flow needs than other funds types. The operating fund portfolio may consist of any approved investment type with the understanding that the financial requirements of the operating funds will dictate the maturity dates of the investment. At utmost importance is the preservation and safety of the investment principal.

Additionally each investment will be viewed for its liquidity and marketability of the investment if the need arises to liquidate the investment before maturity. The final determining factors for the investment strategy will be the diversification of the investment portfolio and the yield of the investment.

To achieve short-term needs of one (1) to one hundred and eighty (180) days, funds will be invested in approved investment pools. For longer-term needs of six (6) months to five (5) years, funds will be invested in approved investments with objectives prioritized as follows:

- 1) understanding the suitability of the investment to the financial requirements of the City of Freeport;
- 2) preservation and safety of principal;
- 3) liquidity;
- 4) marketability of the investment if the need arises to liquidate the investment before maturity;
- 5) diversification of the investment portfolio; and
- 6) yield.

Debt Service Funds:

The debt service requirements are semi-annual, thus allowing the investment strategy to mirror debt obligation payment dates. The strategy for debt service funds allows greater flexibility since the actual requirements are known into the future. Investments will still meet the adopted policies; however, planning maturity dates to match debt requirement dates will be the primary objective.

The investment instruments will be primarily in approved investment types with maturities at six or twelve months established to match debt requirement dates. Shorter-term investment may be used to meet these objectives and longer-term investments may be used when fund balance reserves exceed one year's debt service requirements.

To achieve this strategy the following objectives are prioritized to evaluate investment opportunities:

- 1) understanding the suitability of the investment to the financial requirements of the City Freeport;
- 2) preservation and safety of principal;
- 3) yield;
- 4) marketability of the investment if the need arises to liquidate the investment before maturity;
- 5) diversification of the investment portfolio; and
- 6) liquidity.

Capital Improvement Funds:

Bond proceeds can be invested over the life of the project; however, the exact disbursement of the funds is not always known. The investment objective of the capital improvement funds is to schedule maturities to maximize investment earnings while preserving principle. The key to an effective strategy is to be aware of the project needs and match maturities to the period funds are needed.

The investment objective for capital projects funds is still to match investment maturities with funding needs. As short-term needs are recognized investment maturities will be moved into approved investment pools to meet financial requirements. Longer-term needs will be invested with the following objectives as prioritized for capital improvement funds:

- 1) understanding the suitability of the investment to the financial requirements of the City of Freeport;
- 2) preservation and safety of principal;
- 3) diversification of the investment portfolio;
- 4) yield;
- 5) liquidity; and
- 6) marketability of the investment if the need arises to liquidate the investment before maturity.

Reserve Funds:

Certain reserve funds have been established as required by bond covenants. The investment objective is to invest reserve funds to the extent that maturities are established to the limit of the investment policy or to the end of the bond requirements whichever is shorter.

The overall investment strategy for reserve funds will not rely on investment pools; however, the use of pools is not prohibited. Longer-term investment objectives are prioritized as follows:

- 1) understanding the suitability of the investment to the financial requirements of the City of Freeport;
- 2) diversification of the investment portfolio;
- 3) preservation and safety of principal;
- 4) yield;
- 5) liquidity; and
- 6) marketability of the investment if the need arises to liquidate the investment before maturity.



City Council Agenda Item #[5.F]

Title: Consideration and possible action approving Ordinance No. 2025-2741 for Budget Amendment #1 for Fiscal Year 2025.

Date: August 4, 2025

From: Ashlee Hurst, Finance Director

Staff Recommendation: I recommend approval of the budget amendment #1 ordinance.

Item Summary: This proposed budget amendment offsets expenditures through excess revenues in the General Fund. The overall net impact of the General Fund is zero. This amendment also allocates carry-over project costs in various funds.

Background Information: Main Street - This moves the excess salary from the Museum Manager position to the Main Street budget and allocates the amount for what would be needed for the remainder of this fiscal year.

Municipal Court - This adds additional expense to the credit card fee line item. These charges were being expensed to the wrong department previously. I found the mistake and corrected it. The result is that this department didn't have enough expenses budgeted. The additional expense will be offset by excess revenue in Misc. Income.

Emergency Management - This adds the funding to cover the fuel-related charge this department had. The expense will be offset by excess revenue in Misc. Income.

Facilities & Grounds Fund - This will allocate the city match amount for generator grants that Council approved on 6/2/25. This also allocates roll-over project costs for Fire and Golf from the 2022, 2023, and 2024 budget years. Some of the expense can be offset by excess revenue in Interest Income. The remaining amount will be offset by the fund balance.

State Narcotics/Chap 59 Fund - This allocates the city overage for the ballistic shield grant and the vehicle radio grant that Council approved on 2/18/25. The majority of the costs can be offset by excess revenue in Interest Income. The remaining amount will be offset by the fund balance.

Water / Sewer Fund - This allocates grant expenses to the fund, and offsets the expenses with the grant revenue.

Port Projects Fund - This allocates expenses for roll-over project costs from 2024 for the soccer field, the port lift station project costs, as well as the WWTP improvement project costs. These expenses will be offset by the fund balance.



Vehicle & Equipment / Port Projects Funds - This reclasses the port lift station overage project costs from the vehicle & equipment fund to the port projects fund, as approved by Council on 5/5/25.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. BA#01 FY 2025 Ordinance
2. Exhibit A

ORDINANCE NO. 2025-2741

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2024 AND ENDING SEPTEMBER 30, 2025; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

WHEREAS, under Section 102.001(b) of the Local Government Code, because the City has a City Manager form of government, the City Manager is the budget officer of the City municipality and under Section 102.002 of said Code and Chapter 9 of said Charter, the City Manager is required to prepare a proposed annual budget for the municipality and, under Section 102.03(a) of said Code and Chapter 9 of said Charter, is required to file the same with the City Secretary before the 30th day before the date the governing body of the municipality makes its tax levy for the fiscal year; and,

WHEREAS, on July 31, 2024, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2025 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 3, 2025, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the budget for the 2024-2025 fiscal year of the City was approved by the City Council by Ordinance No. 2024-2734, read, passed and adopted on the 3rd day of September 2024.

WHEREAS, such Ordinance states that the budget for operations shall be administered as follows:

- a. The Council may transfer any unencumbered appropriation balance or portion thereof from one department, or fund to another, at any time;
- b. The City Manager shall have authority, without Council approval, to transfer appropriation balances from one expenditure account to another within a department;
- c. At any time in any fiscal year, the Council may, pursuant to Article XI, section 9.14 of the City Charter, make emergency appropriations to meet pressing need for public expenditure, for other than regular or recurring requirements, to protect the public health, safety or welfare. Such appropriation shall not be more than 5% of the total annual budget; however, the 5% may only be allocated under the condition the "undesigned" reserve/contingency funds may only be used with the specific consent of the City Council for unforeseen contingencies by the City Manager; and

WHEREAS, the City Council has considered the proposed budget amendment and has made such changes therein as in the City Council's judgment were warranted by law and were in the best interest of the citizens and taxpayers of the City.

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

Section 1. The facts and opinions in the preamble of this ordinance are true and correct.

Section 2. The existing Budget of the City of Freeport, Texas, for the fiscal year is hereby amended and revised as reflected in said Exhibit "A".

Section 3. All ordinances and resolutions, and parts of ordinances and resolutions in conflict herewith, are hereby repealed.

Section 4. It is hereby found and determined that the meeting at which this ordinance was passed was open to the public and that advance public notice of the time, place and purpose of said meeting was given as required by law.

This ordinance shall take effect and be in force from and after its passage and adoption.

PASSED AND ADOPTED this 4th day of August 2025

.

Jerry Cain, Mayor

ATTEST:

Clarisa Fernandez, City Secretary

APPROVED AS TO FORM AND CONTENT:

Chris Duncan, Interim City Attorney

**City of Freeport
Budget Amendment #1
Fiscal Year 2025-2026**

Department	Account Number	Description	FY2024-2025 Current Budget	FY2024-2025 Proposed Budget Amendment	FY2024-2025 Amended Budget	Reasoning
General Fund						
Museum	10-578-100	Salaries/Wages	148,099.00	(20,000.00)	128,099	This is to move salary expenses reduced from Museum Manager to the Main Street Coordinator position
Main Street	10-577-100	Salaries/Wages	-	13,500.00	13,500	
Main Street	10-577-165	Educational Pay	-	300.00	300	
Main Street	10-577-201	FICA & Medicare	-	1,000.00	1,000	
Main Street	10-577-210	Group Insurance	-	2,000.00	2,000	
Main Street	10-577-230	TMRS	-	2,000.00	2,000	
Main Street	10-577-415	Telecommunication	-	1,200.00	1,200	
Total General Fund			\$ 148,099	\$ -	\$ 148,099	
Municipal Court	10-430-414	Bank Charges	66,000	30,000	96,000	To correctly state credit card charges for Municipal Court by offsetting with increase Misc Income revenue
Revenue	10-360-101	Misc Income	(65,000)	(30,000)	(95,000)	
Total General Fund			\$ -	\$ -	\$ -	
Emergency Management	10-556-390	Fuel / Mileage Reimb.	-	270	270	To correctly state credit card charges for Municipal Court by offsetting with increase Misc Income revenue
Revenue	10-360-101	Misc Income	(95,000)	(270)	(95,270)	
Total General Fund			\$ (95,000)	\$ -	\$ (95,000)	
Facilities & Grounds CIP Fund						
Service Center	21-420-899	Capital Outlay	-	20,000	20,000	Service Center Generator grant city match 10% approved by Council 6/2/25
Parks	21-655-899	Capital Outlay	-	14,300		Riverplace Generator grant city match 10% Approved by Council 6/2/25
Fire	21-530-899	Capital Outlay	-	192,181	192,181	Project costs from 2021-2022 budget, 2022-2023 budget, and 2023-2024 budget
Golf	21-656-899	Capital Outlay	-	32,440	32,440	Project costs from 2023-2024 budget
Revenue	21-360-100	Interest Income	(1,500)	(34,300)	(35,800)	
Fund Balance	21-272-021	Fund Balance	-	(224,621)	224,621	
Total Facilities & Grounds CIP Fund			\$ (1,500)	\$ -	\$ 433,442	
Vehicle & Equipment Fund						
Streets / Drainage	22-575-899	Capital Outlay	-	37,326	37,326	Leftover project costs from 2023-2024 dump truck and concrete mixer, used to repair street sweeper for Public Works. Leftover project costs from 2023-2024 for Fire
Fire	22-530-899	Capital Outlay	-	4,216	4,216	
Revenue	22-360-100	Interest Income	-	(2,200)	(2,200)	
Fund Balance	22-272-022	Fund Balance	-	(39,342)	(39,342)	
Total Vehicle & Equipment Fund			\$ -	\$ -	\$ -	
State Narcotics / Chapter 59 Fund						
Police	43-525-899	Capital Outlay	-	4,500	4,500	Ballistic shield grant approved by Council 2/18/25 & vehicle radio grant overages approved by Council 2/18/25
Revenue	43-360-100	Interest Income	(1,500)	(3,350)	(4,850)	
Fund Balance	43-272-043	Fund Balance	-	(1,150)	1,150	
Total State Narcotics/Chap 59 Fund			\$ (1,500)	\$ 0	\$ 800	
Water / Sewer Fund						
Revenue	53-360-402	Grant - CDBG - GLO	-	(2,444,380)	(2,444,380)	To correctly state grant related expenditures and revenue in the Water/Sewer Fund
Water / Sewer	56-565-899	Capital Outlay	-	2,444,380	2,444,380	
Total Water/Sewer Fund			\$ -	\$ -	\$ -	
Port Projects Fund						
Parks	25-655-899	Capital Outlay	-	344,239	344,239	To cover the soccer field expenses leftover from FY2023-2024, project originally named 'OA Fleming Park'. To cover Port Lift Station expenses from FY2023-2024 project. To cover WWTP Improvement expenses
Revenue	25-360-100	Interest Income	(70,000)	(100,000)	(170,000)	
Water / Sewer	25-565-899	Capital Outlay	-	1,200,000	1,200,000	
Water / Sewer	25-565-899	Capital Outlay	-	6,754,500	6,754,500	
Fund Balance	25-271-000	Fund Balance	-	(8,198,739)	(8,198,739)	

City of Freeport
Budget Amendment #1
Fiscal Year 2025-2026

Department	Account Number	Description	FY2024-2025 Current Budget	FY2024-2025 Proposed Budget Amendment	FY2024-2025 Amended Budget	Reasoning
		Total Port Settlement Project Fund	\$ (70,000)	\$ 0	\$ (70,000)	from FY 2023-2024 project.
Vehicle & Equipment Fund & Port Projects Fund						
Streets / Drainage	14-575-899	Capital Outlay	-	(500,000)	(500,000)	To reallocate project costs for the Port Lift Station overage, as approved by Council on 5/5/25
Streets / Drainage	14-575-899	Capital Outlay	-	(500,000)	(500,000)	
Parks	25-655-899	Capital Outlay	-	(98,646)	(98,646)	
Water / Sewer	25-565-899	Capital Outlay	-	1,098,646	1,098,646	
		Total Streets/Drainage & Projects Fund	\$ -	\$ (0)	\$ (0)	



City Council Agenda Item #[5.G]

Title: Consideration and possible action awarding the bid to Mallard Underground Utilities, LLC for the Insta-Valve Installation project.

Date: August 4, 2025

From: Rudy Ragle, Public Works Director

Staff Recommendation: Staff recommend awarding the bid to Mallard Underground Utilities, LLC

Item Summary: The City solicited bids with RFP# 2025-03 from June 13, 2025 to July 17, 2025 for the Insta-Valve Installation at various locations within the City. The City received 4 responses:

Branch Construction Group - \$358,944
Mallard Underground Utilities, LLC - \$246,280
Mercer Construction - \$346,550
Metco Engineering - \$800,000

Background Information: This project is the awarded amount from the agreement with the Brazoria County CDBG. The City submitted an application for \$220,000, with \$8,000 of that being City match funds. The County will reimburse the City \$212,000. This project will provide the installation of 19 valves that will isolate the water system to reduce the interruption of service during emergencies. The valves will be used for the betterment of the City's entire water system, as currently a large group of customers have water interruptions to repair a leak because we cannot currently isolate the area.

Special Considerations: The City has had previous exceptional experience with Mallard Underground Utilities, LLC. They were also the lowest bidder for the project. Additionally, they have done similar projects and their references and insurance was double checked by staff.

Financial Impact: The bid is for \$246,280, of which the County will reimburse \$212,000. This will leave the City with a total amount of \$34,280 to fund. Staff is proposing this amount be reallocated from the Sewer Line Replacement Project SSOI project in the Utility Bond - Fund # 67.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. 2025-03 - Bid Opening

979.233.3526 Fax 979.233.8867



1201 North Avenue H. Freeport, TX 77541

2. Mallard Underground Response
3. Mercer Response
4. Metco Engineering Response
5. Branch Construction Response



RFP # 2025-03 PUBLIC BID OPENING

Project No. **2025-03**

Project Name: **Insta-Valve Installation**

Submissions Due Date:

Thursday, July 17, 2025, at 2:00 PM CST

No Submissions after deadline were accepted.

BIDS WERE OPENED PUBLICLY AND READ ALOUD AT:

City Hall 1201 North Avenue H Freeport, TX 77541

On the following date and time:

Thursday, July 17, 2025 at 2:00 PM CST

CITY OF FREEPORT
1201 North Avenue H Freeport, TX 77541
979-233-3526



SIGN IN SHEET

NAME	COMPANY	EMAIL
Clarisa Fernandez	COF	Cfernandez@freeporttx.gov
Ashlee Hurst	COF	ahurst@freeporttx.gov
Rudy Rayle	COF	rreyle@freeporttx.gov
Nicholas Meeks	COF	nicholas.meeks@freeporttx.gov
Leandro Manley	Metro Engineering	Leandro@metroengineering.com
Anthony Berry	Branch Construction	aberry@branchconstructiongroup.com
Jeremy Bridges	Mallard underground	J.C.Bridges02@gmail.com
Crystal Busch	COF	Cbusch@freeporttx.gov



BID TABULATION

VENDOR	TOTAL OF PROPOSAL	COMMENTS	AWARDED (CHECK BOX)
Branch Construction Group	\$358,944		
Mallard Underground	\$246,280		
Mercer construction	\$346,550		
Metco Engineering	\$800,000		



BID EVALUATION SCORING CRITERIA *(IF APPLICABLE)*

Experience:

Successful project(s) for the last 5 years with cost and detailed information on the project (Max 20 points)

Proposer's/Respondent's experience/past relationship with the City (Max 5 points)

Experience of Project Manager or Site Superintendent (Max 10 points)

The extent to which the goods or services meet the City's needs (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 40

Work Performance:

Past Performance on similar projects of size and scope (Max 10 points)

Management of Purchase Price/Pricing (Max 10 points)

Quality of goods and services (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 25

Capacity to Perform:

Experience of Staff (Max 10 points)

A Historically Underutilized Business (HUB [program to certify qualified small businesses]) (Max 10 points)

Adequacy to do the work assigned (Max 10 points)

Professional Liability insurance in force (Max 5 points)

CATEGORY MAX TOTAL POSSIBLE: 35

OVERALL TOTAL POSSIBLE: 100

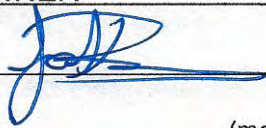


BID EVALUATION (IF APPLICABLE)

VENDOR	EXPERIENCE (MAX 40)	WORK PERFORMANCE (MAX 25)	CAPACITY TO PERFORM (MAX 35)	TOTAL SCORE	TOTAL OF PROPOSAL
Branch	35	20	35	90	358,944
Mallard	40	25	35	100	244,280
Mercer	35 40	25	30	95	346,550
Metco	35	10	35	80	800,000



Appendix A

All Submissions delivered to the City of Freeport shall include this page with the submittal.	
Project Number:	2025-03 – INSTA-VALVE INSTALLATION
Project Title:	Insta-Valve Installation at Various Locations Throughout the City
Submittal Deadline:	Thursday, July 17, 2025 @ 2:00 p.m.
Company Information:	
Company Legal Name:	MALLARD UNDERGROUND UTILITIES, LLC
Address:	48 TALL OAKS DR
City, State & Zip	HUFFMAN, TX 77336
Federal Employers Identification Number #	Type text here 26-1297060
Phone Number:	281-840-2814
E-Mail Address:	johnb@mallardundergroundutilities.com
Company Authorization	
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.	
Printed Name of Authorized Representative: <u>JOHN BERRYMAN</u>	
Position of Authorized Representative: <u>OWNER</u>	
Signature of Authorized Representative: 	
Signed this <u>17</u> (day) of <u>JULY</u> (month), <u>2025</u> (year)	

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Mallard Underground Utilities, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes ☐ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes ☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 

Signature of vendor doing business with the governmental entity

7/17/2025

Date



Appendix C – Nepotism

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Freeport by completing the following:

If the Proposer or Bidder is an individual:

☐ I am **not** related by blood or marriage to any official or employee of the City of Freeport.

☐ I am related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of City Official or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are **not** related by blood or marriage to any official or employee of the City of Freeport.

☐ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of officer: _____

Employee and title of City Official/Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED
AS IT IS A PART OF THE SOLICITATION PACKAGE.**



Appendix D

TEXAS PUBLIC INFORMATION ACT

Steps to Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Freeport are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission. On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Bid/Proposal sheet(s) with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

By signing this form, I acknowledge that I have read the above and:

☒ The submitted packet to the City contains **NO** confidential information and may be released to the public if required under the Texas Public Information Act.

☐ The submitted packet **contains** confidential information, which is labeled and may be found on the following pages: _____

Any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm Submitting: Mallard Underground Utilities, LLC

Signature: 

Date: 2-17-25

Print Name: JOHN BERRYMAN

Print Title: OWNER



Appendix E

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

I, JOHN BERRYMAN the undersigned representative of
(Person name)

Mallard Underground Utilities, LLC (here in after referred to as
Company)

(Company Name)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in Senate Bills 13, 19 and House Bill 89.

Signature of Company Representative: _____

Date: 2-17-25



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

07/17/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	Service Insurance Group, Inc. PO Box 5753 3840 Corporate Center Dr Bryan TX 77805-5753	CONTACT NAME:	Angie Dean		
		PHONE (A/C, No, Ext):	(979)774-3900	FAX (A/C, No):	(979)774-3955
		E-MAIL ADDRESS:	angie@serviceinsgroup.com		
		INSURER(S) AFFORDING COVERAGE			NAIC #
		INSURER A :Bitco National Insurance Company			20095
INSURED	Mallard Underground Utilities, LLC 48 Tall Oaks Drive Huffman TX 77336-	INSURER B :			
		INSURER C :			
		INSURER D :			
		INSURER E :			
		INSURER F :			

COVERAGES

CERTIFICATE NUMBER: 2025-2026

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PRO-JECT ☐ LOC OTHER:			CLP3753438	01/23/2025	01/23/2026	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
A	☒ AUTOMOBILE LIABILITY ☐ ANY AUTO ☒ OWNED AUTOS ONLY ☒ HIRED AUTOS ONLY ☐ SCHEDULED AUTOS ☒ NON-OWNED AUTOS ONLY			CAP3753439	01/23/2025	01/23/2026	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☐ RETENTION \$ 10,000			CUP3753440	01/23/2025	01/23/2026	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
A	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? ☐ Y ☒ N (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3753437	01/23/2025	01/23/2026	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
A	Rented/Leased Equipment			CLP3753438	01/23/2025	01/23/2026	Max limit per item \$500,000 Aggregate limit \$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

AI 024272

City of Freeport 1201 North Avenue H Freeport TX 77541-	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

Fax: () -

© 1988-2015 ACORD CORPORATION. All rights reserved.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
CERTIFICATION OF FILING**

Certificate Number:
2025-1338183

Date Filed:
07/17/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mallard Underground Utilities
Huffman, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Freeport

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025-03 - INSTA-VALVE INSTALL
AVT Valve installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	John Berryman	Huffman, TX United States	X	

5 Check only if there is NO Interested Party.

☐**6 UNSWORN DECLARATION**

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

Signature of authorized agent of contracting business entity
(Declarant)



Appendix H

REFERENCES

References – This section is required.

Company shall provide five references where they have performed similar and/or the same types of services as described herein. Please provide references not affiliated with the City of Freeport, or any of its employees.

Reference #1:

Client / Company Name: SAN JACINTO RIVER AUTHORITY	
Contact Name: CHRIS MEEKS	Contact Title: UTILITY ENTERPRISE MANAGER
Phone: 281-367-9511	Email: cmeeks@sjra.net
Date and Scope of Services Provided: Repair and maintenance contract 2018 to present	

Reference #2:

Client / Company Name: WOODLANDS WATER AGENCY	
Contact Name: KIM WRIGHT	Contact Title: DEPUTY GENERAL MANAGER
Phone: 832-813-6930	Email: kwright@woodlandswater.org
Date and Scope of Services Provided: Water and sewer repairs	

Reference #3:

Client / Company Name: LANDMARK COTTAGE CONSTRUCTION	
Contact Name: CORBETT GLICK	Contact Title: ASST PROJECT MANAGER
Phone: 706-575-7758	Email: corbett.glick@landmarkproperties.com
Date and Scope of Services Provided: Installation of water, storm and sewer	



Appendix I

Similar Project History

Please provide a resume or references where you or your company has performed services within the last five years (preferably similar and/or the same types of services as described in the statement/scope of work).

If applicable, please include at least one project you have performed for the City of Freeport

San Jacinto River Authority

- Installation of 12" and 16" AVT valves
- Reference contact: Steve McKeon, smckeon@sjra.net, 281-367-9511
- Project amount: \$75,775

City of Freeport

- Installation of 6" AVT valve
- Reference contact: Lance Petty, lpetty@freeport.tx.us, 979-709-5700
- Project amount: \$11,500

San Jacinto River Authority

- SJRA staff contacted Mallard to investigate and repair a sinkhole at their sewer treatment plant No. 3. The sinkhole was identified to be due to cracks in a sewer line and manhole within a manhole that was 20' deep. The repair of this line required multiple well points, trenching and shoring, bypass pumping and a partial sewer line replacement.
- Reference contact: Steve McKeon, smckeon@sjra.net, 281-367-9511
- Project amount: \$422,354



HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

If Non-Applicable please initial:

If Applicable please provide a copy of your membership card.

Example of membership card:



If not a member of HUB here's information about it and how to apply.

The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.

The Historically Underutilized Business Program was created to promote full and equal procurement opportunities for small, minority-owned and women-owned businesses.

This is accomplished by completing an application and submitting it to the [Texas Statewide HUB System](#).

Once approved, the company is considered "certified" and agencies using them on contracts receive credit toward meeting established HUB goals. The HUB Program is a state level program required by law and managed by the CPA.



Appendix K

BID BOND OR GUARANTEE

The State Of Texas

Surety's NO. _____

Known all men by these present, that _____

of the City of _____, County of _____, and State of _____ as

Principal, and _____, as Surety, are held and firmly bound unto the City of Freeport, Texas, a home rule municipal corporation of Brazoria County, Texas, as Obligee in the amount of: _____

(written amount); \$_____ dollars for payment where of the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

(Project Name)

Now, Therefore, the condition of the obligation is such that is the Principal shall faithfully enter into such a written contract, then this bid bond shall be void; otherwise, this bid bond shall remain in full force and effective.

It is Expressly Understood and Agreed this if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either or such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.



Provided, further, that if any legal action is filed upon this Bond, venue shall lie in Brazoria County, State of Texas.

In Witness Whereof, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2024.

Principal

Surety

By _____

By _____

Address: _____

Address: _____

APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney

Mallard Underground Utilities, LLC
48 Tall Oaks Drive
Huffman, TX 77336
281-840-2814



DATE 7/16/2025

City of Freeport

Various locations
2025-03 - INSTA-VALVE INSTALLATION

Estimate

Description

AVT valve installation at various locations throughout Freeport.

	Rate	Quantity	Total Due
6" valve	\$10,665.00	5	\$53,325.00
8" valve	\$11,270.00	9	\$101,430.00
12" valve	\$17,165.00	5	\$85,825.00
Freight	\$300.00	19	\$5,700.00
		TOTAL	\$246,280.00



Addendum No. 1

- The solicitation states control systems are part of the scope. Please state what control system the city is looking for. These are manual valves and there are no monitoring meters associated with them. If the city wants control valves or monitoring capabilities, it must spec a different valve. **Manual Valves are what we are looking for no control or monitoring needed**
- Please confirm all areas are in grass/landscape areas and no concrete or pavement cutting/patching is required. **For the backfill requirements #2 road base material with traffic rated compaction in roads and native soil backfill not in roads. Valves can be moved in reason to accommodate grass/dirt digs but few are in road ways 1) Ave B and Lively middle of concrete road 2) Ave A and Lively in road by curb 3) Possible others depending on exact location of water line**
- Please provide a map with exact locations of the valves to be installed. **Attached as the last 2 pages of the package**
- Please confirm no plumbing license is required for this work. **To my knowledge no plumbing license is needed to install these types of valves**



Statement of Qualifications
2025-03- INSTA-VALVE INSTALLATION
Mallard Underground Utilities, LLC



A. INTRODUCTION AND ORGANIZATION

Mallard Underground Utilities, LLC is a civil site construction company based in Huffman, TX. It was founded in 2006 by John Berryman, based on a commitment to hard work and dedication to projects with the customer in mind. Mallard prides itself on completing projects the right way the first time.

Mallard demonstrates the value of long-term relationships, both internally and externally, in producing superior outcomes on each project. Our in-house capabilities allow us to deliver highly competitive and quality underground services. The majority of our business each year comes from existing clients, which we are certain demonstrates our integrity and dedication to our customers. We believe that proper planning and communication are the key to a successful installation.

Mallard Underground Utilities, LLC provides civil construction services to commercial, industrial, private and public utilities. Focusing on services related to underground utilities, Mallard has completed hundreds of projects in the Houston area.

Current & Past Clients

San Jacinto River Authority	City of Freeport
Eagle Water Management	Nitsch & Son Utilities
Woodlands Water Agency	VEOLIA North America
City of Dickinson	Landmark Cottage Construction

Construction Services

Water line repair	Demolition	Drainage structures
Sewer line repair	Subdivision installation	Grading and leveling
Concrete pads	Underground construction	General construction
Road repairs	Excavation	Commercial installation

B. EXPERIENCE AND QUALIFICATIONS AND REFERENCES

In the last 36 months, Mallard Underground Utilities has successfully completed projects around the Houston area. These projects have included new water and sewer line installations, deep water and sewer line point repairs and insertion valve installations.

Woodlands Water Agency

- Upon noticing a sinkhole alongside a roadway, Woodlands Water Agency contacted Mallard to conduct an investigation and repair of the source of the sinkhole. In coordination with Woodlands Water staff, Mallard replaced 206 feet of 12" sewer line along Shadow Bend Drive. The sewer line was at 18' deep, next to a busy roadway and included multiple well pointing and bypassing setups.
- Reference contact: Kim Wright, kwright@woodlandswater.org, 281-367-1271
- Project amount \$196,000

San Jacinto River Authority

- SJRA staff contacted Mallard to investigate and repair a sinkhole at their sewer treatment plant No. 3. The sinkhole was identified to be due to cracks in a sewer line and manhole within a manhole that was 20' deep. The repair of this line required multiple well points, trenching and shoring, bypass pumping and a partial sewer line replacement.
- Reference contact: Steve McKeon, smckeon@sjra.net, 281-367-9511
- Project amount: \$422,354

Landmark Cottage Construction

- Mallard Underground installed sanitary, storm and water lines for a 36-acre planned development that consists of individual and multi-family homes. Mallard also installed street lighting, data and main power conduit for the entire project.
- Reference contact: Corbett Glick, Corbett.Glick@LandmarkProperties.com, 706.575.7758
- Project amount: \$3,716,395

In addition, Mallard has also completed projects for various clients, including:

- Water line repairs ranging from 12" to 30".
- Rebuilt/rehabbed lift stations (including bypass and concrete work).
- Replaced sanitary manholes.
- Repaired sanitary manholes.
- Performed multiple sewer line point repairs ranging from 6" to 18" pipe.
- Installed new lift stations.
- Installed new water lines ranging from 4" to 24".
- Installed new sewer lines ranging from 8" to 18".
- Completed all underground utilities for new developments.

Mallard-owned equipment

Mallard strives to ensure the highest level of service and quickest response time to our clients by maintaining equipment for the completion of almost any project at any time. Mallard has also established close relationships with multiple rental companies and material suppliers who are willing to expedite project needs on a 24-hour/7-day-a-week basis.

6 Excavators – 12' to 22'

3 Rubber tire backhoes

1 Crane truck

2 fully equipped service trucks*

1 jet trailer

2 skid steers

1 haul truck and trailer

1 54" compactor

1 rollback

Multiple trench boxes, flatbed trailers, road plates, traffic control devices and generators (5kw-100kw).

*Mallard service trucks carry 2 sets of tools to ensure that we are always able to complete a project without delay.

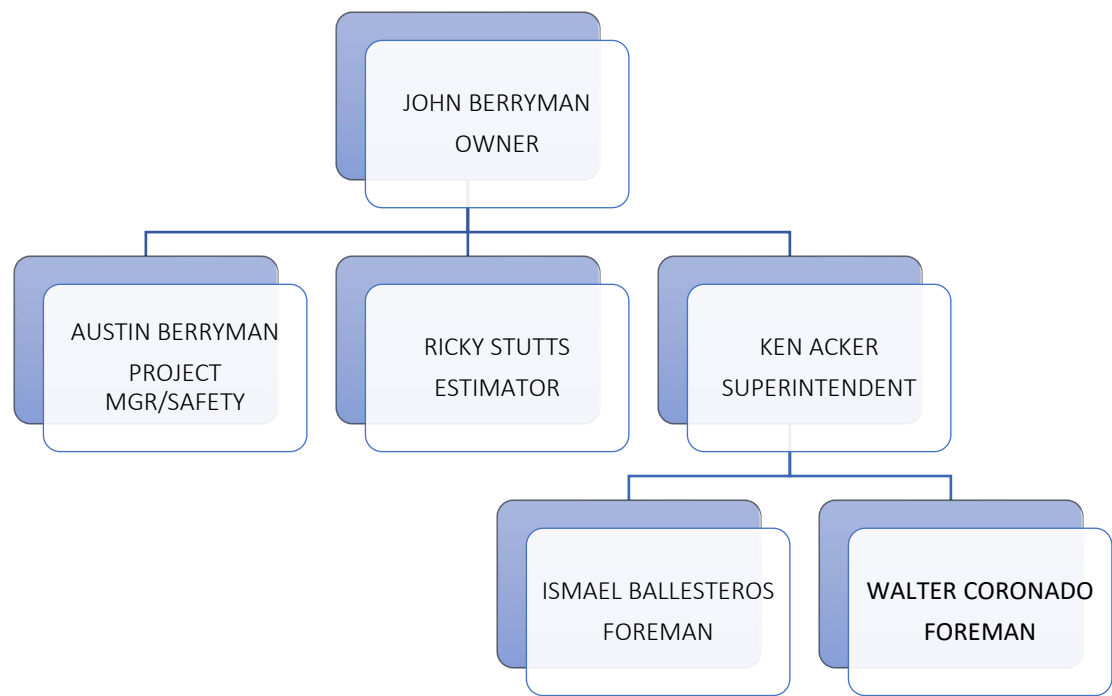


Organization

Mallard Underground's civil construction staff has extensive training and experience with underground utility services. During their tenure in the field, staff have been trained in safety procedures such as OSHA 30, competent person, trenching/shoring, as well as techniques like PVC

fusion, insertion valves and fire codes. This combination of training and over 65 years of experience in the underground utilities field allows Mallard to provide high-quality service to each of their clients.

MALLARD UNDERGROUND UTILITIES



John Berryman
Owner, Mallard Underground Utilities, LLC

John Berryman has been in the underground utility business for 25+ years and owner of Mallard Underground Utilities, LLC for 19 years. His years of experience include projects in the public, private, city and municipal industries and he has completed projects related to water

and sewer line installation/repair, storm sewer installation/repair and wastewater facility repairs.

As owner of Mallard Underground Utilities, John oversees every project to ensure the highest standards are being met with no inconvenience to the client.

Notable projects:

- **Texas Medical Center**
Installed new 18" sanitary sewer line down the middle of Cambridge St.
- **ExxonMobil Campus**
Installed 11 miles of water, sewer and storm lines for a 350-acre site built to house 10,000 employees.
- **Kingsville Border Patrol Headquarters**
Installed water, sewer and storm lines at the facility for the Corps of Engineers.
- **Camillo Properties**
Installed water, sewer and storm lines for multiple apartment complexes.
- **San Jacinto River Authority**
Successfully completed six years of on-call maintenance, including line repair and facility maintenance.

Training

OSHA 30

Trench safety

Fusion PVC

Fire line license RME-U-2256386

Austin Berryman

Project Manager

Austin Berryman has over 11 years of experience in underground utilities and underground safety. He first worked on the Exxon Mobil Campus project and has assisted with many projects since.

Notable projects:

- **ExxonMobil Campus**
 - Installed 11 miles of water, sewer and storm lines for a 350-acre site built to house 10,000 employees.
- **Everstead at Windrose**
 - Installed storm, sewer, water lines, data and main power conduit, along with street lighting.
- **Everstead at Conroe**
 - Installed storm, sewer, water lines, data and main power conduit, along with street lighting.

Training

OSHA 30

Trench safety

Fusion PVC

Ricky Stutts

Estimator

SUMMARY OF EXPERIENCE: Forty-seven years in the civil construction field, predominantly for the installation of Civil Site Work.

EMPLOYMENT HISTORY

April 2015 - Current

Mallard Underground - Estimator

May 1997 - December 2024

Tejas Underground Utilities

Owner, Estimator, Secretary of Corporation, & COO

Civil Storm, Sanitary, & Water installation

20-30 million annual volume

January 1978 - May 1997

Employed in the Houston area with Vicon Services, Snead Site Prep.

Paul N Howard, Stutts, Inc.

Estimator, project manager, and Superintendent

NOTABLE PROJECTS

City of Baytown - 5.8 miles 36" Prestressed Water Line - Surface Water

City of Huntsville - 3.4 miles 30" Prestressed Water Line - Surface water

George R Brown Convention Center - Houston, Texas

Exxon Mobil Headquarters - The Woodlands, Texas

VA Hospital - Houston, Texas

Amazon Warehouse - Houston, Texas

EDUCATION

High School - Grapeland High School

College - Baylor University

LICENSE

Master Plumber State of Texas License

RME Underground Fireline License

PERSONAL

Married for 47 years with three children, four grandkids, & eight great-grandkids.

Kenneth W. Acker

Superintendent

Ken Acker has been in the construction industry for 50+ years. Before joining Mallard Underground Utilities, Ken was a partner and president at Tejas Underground Utilities for 18 years. His experience includes installation of all types of public and commercial utilities, commercial site work, septic installation and hazardous chemical waste removal.

Notable projects:

- **Houston Lighting & Power**
 - Excavated and backfilled 96" Gifford Hill pipe outfall for plant discharge.
- **DuPont Victoria**
 - Installed 30' deep slurry wall 1800' long in Victoria, including remediation of hazardous waste.
- **George R. Brown Convention Center**
 - Installed all underground utilities.
- **ExxonMobil Campus Project**
 - Onsite management for installation of 175,000 L.F. of pipe including water, storm sewer, sanitary sewer, and gas line.

Ismael Ballesteros

Foreman

Ismael Ballesteros has been in the underground utility business for 30+ years. His experience includes projects in the public, private, city and municipal industries and he has completed projects related to water and sewer line installation/repair, storm sewer installation/repair and wastewater facility repairs. Ismael has trained and managed multiple employees for many years and strives to provide the best service to customers.

Notable projects:

- **Everstead at Windrose**
 - Installed storm, sewer, water lines, data and main power conduit, along with street lighting.
- **Everstead at Conroe**
 - Installed storm, sewer, water lines, data and main power conduit, along with street lighting.
- **City of Manvel**
 - Water and sewer extension.

TRAINING

- OSHA 30
- Trench safety
- Fusion PVC
- Competent person training

Walter Coronado

Foreman

Walter has been in the underground utility business for over 15 years. He has been part of many projects for every Mallard client, including setting manholes, repairing and installing water lines from 2" to 30", repairing sewer lines from 4" to 36", installing and repairing lift stations and conducting valve installations

Notable projects:

- **Everstead at Windrose**
 - Installed storm, sewer, water lines, data and main power conduit, along with street lighting.
- **Everstead at Conroe**
 - Installed storm, sewer, water lines, data and main power conduit, along with street lighting.

TRAINING

- OSHA 30
- Trench safety
- Competent person training



E. COMMENTS/CHANGE REQUESTS TO STANDARD FORM OF AGREEMENT

There are no comments or change requests to the service work agreement.

F. DISCLOSURE

Mallard Underground Utilities has no known claims for losses, claims or indemnification involving SJRA and Mallard Underground Utilities.



July 16, 2025

The City of Freeport
1201 North Avenue H
Freeport, Texas 77541

RE: **Project No. 2025-03**
Insta-Valve Installation

To Whom It May Concern:

Mercer Construction Company hereby submits this letter to formally express our interest in and understanding of the Request for Proposal for the Insta-Valve Installation Project for the City of Freeport. After reviewing the plans, specifications, and proposal submission requirements, we are confident in our ability to successfully complete the project to the City's satisfaction within the proposed timeframe.

For your reference, the following individuals are authorized to make representations and legally bind Mercer Construction Company in any resulting agreement:

- **D.W. Gregory**, President
- **Jeff Kresta**, Vice President
- **Mike Mercer**, Secretary/Treasurer
- **David Gabrysch**, Project Manager/Supervisor

From time to time, other representatives may be authorized by one of the individuals listed above. In such cases, documentation signed by one of the authorized individuals will be provided as evidence of their authority.

We appreciate the opportunity to submit our proposal and look forward to the possibility of working with the City of Freeport.

Sincerely,

A handwritten signature in blue ink that reads 'D.W. Gregory'.

D.W. Gregory
President

MERCER CONSTRUCTION COMPANY

1. Type of Organization

Mercer Construction Company is a Subchapter S Corporation, incorporated in the State of Texas on May 1, 1962.

2. Firm Background

Founded in 1947 by W.H. Mercer, Sr., Mercer Construction Company began as a commercial and residential builder and utility contractor. Following its incorporation in 1962, the company refined its focus to specialize exclusively in underground utility construction—a sector in which it has operated successfully for over six decades. In 2022, Mercer Construction Company proudly celebrated its 75th anniversary.

The company remains a closely held, family-owned business. Approximately 73% of ownership is retained by members of the Mercer family and descendants of the original shareholders. Family involvement continues to shape the company through active roles in executive leadership and board governance.

Mercer Construction Company is governed by a nine-member Board of Directors, comprised of both internal leadership and external advisors. Directors are elected annually by shareholders. The company's management team is led by the President, appointed by the Board, along with a dedicated executive staff.

Headquartered in Edna, Texas, Mercer Construction Company operates within a 150-mile radius, completing \$7 million to \$11 million in project work annually. Project sizes range from small-scale jobs to multimillion-dollar contracts. Thanks to longstanding financial stability and strong relationships with our banking and bonding partners, we currently maintain bonding capacity of up to \$30 million in total work at any one time.

3. Qualifications of Key Personnel

If awarded this project, Mercer Construction Company will deploy a highly experienced project team with over 210 years of combined expertise in underground utility construction.

- Mike Mercer, who will oversee project administration, brings over 30 years of industry experience, all within Mercer Construction Company. Raised in the family business, he earned his Bachelor of Business Administration from Baylor University in 1992. Mike is an OSHA-certified trainer, an EPA Storm Water Certified SWPPP Designer & Inspector, and holds an Underground Fireline License. Since 1998, Mike has been responsible for the company's contract administration, billing, legal compliance, and regulatory matters.

- David Gabrysch will serve as Materials and Submittals Coordinator. A member of the company since 1978, David holds a Bachelor of Science in Industrial Arts from Southwest Texas State University. His extensive field experience in all areas of underground utility construction enhances his effectiveness in managing materials procurement and project submittals.

- David Gregory, serving as Executive Supervisor for the project, has been with Mercer Construction Company since 1980 and currently serves as company President. His practical experience spans field supervision, estimating, and project management. David is also a U.S. Marine Corps veteran, having served from 1974 to 1980.

- Johnny Castillo is expected to serve as the on-site Project Foreman. Since joining Mercer Construction Company in 2003, Johnny has advanced from excavation operator to site foreman. With over 20 years of industry experience, Johnny has successfully led projects across water, storm sewer, sanitary sewer, and gas systems for over a decade. He will be supported by our experienced Bay City crew, who bring over 30 years of experience working in Brazoria County and surrounding areas.



July 16, 2025

The City of Freeport
1201 North Avenue H
Freeport, Texas 77541

RE: **Project No. 2025-03**
Insta-Valve Installation

To Whom It May Concern:

Mercer Construction Company hereby acknowledges receipt of Addendum #1, received July 16, 2025.

Sincerely,

A handwritten signature in blue ink, appearing to read 'D.W. Gregory', is written over the word 'Sincerely,'.

D.W. Gregory
President



July 16, 2025

The City of Freeport
1201 North Avenue H
Freeport, Texas 77541

RE: **Project No. 2025-03**
Insta-Valve Installation

QUALIFICATION OF BID

To Whom It May Concern:

Mercer Construction Company hereby acknowledges that its proposal for the above referenced project does not include any allowance for concrete repair, asphalt repair or site restoration.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Mike Mercer', written over a horizontal line.

Mike Mercer
General Manager



REQUEST FOR PROPOSAL

Project No. 2025-03

Project Name: Insta-Valve Installation

ADDENDUM NO. 1

When Submitting a Sealed Packet, Please Mark the Envelope with your Company name along with the Project Name and Number.

Submissions Due Date:

Thursday, July 17, 2025, at 2:00 PM CST

No Submissions after the above deadline will be accepted.

No Mandatory pre-project conference

If "Yes" it will be held at:

N/A

On the following date and time:

N/A

CITY OF FREEPORT
1201 North Avenue H Freeport, TX 77541
979-233-3526



Addendum No. 1

- The solicitation states control systems are part of the scope. Please state what control system the city is looking for. These are manual valves and there are no monitoring meters associated with them. If the city wants control valves or monitoring capabilities, it must spec a different valve. **Manual Valves are what we are looking for no control or monitoring needed**
- Please confirm all areas are in grass/landscape areas and no concrete or pavement cutting/patching is required. **For the backfill requirements #2 road base material with traffic rated compaction in roads and native soil backfill not in roads. Valves can be moved in reason to accommodate grass/dirt digs but few are in road ways 1) Ave B and Lively middle of concrete road 2) Ave A and Lively in road by curb 3) Possible others depending on exact location of water line**
- Please provide a map with exact locations of the valves to be installed. **Attached as the last 2 pages of the package**
- Please confirm no plumbing license is required for this work. **To my knowledge no plumbing license is needed to install these types of valves**



TABLE OF CONTENTS

SECTION 1: INTRODUCTION

- 1.1 – Request of Services
- 1.2 – Public Information
- 1.3 – Type of Agreement
- 1.4 – Clarifications, Addendums and Interpretations
 - 1.4.1 - Questions
- 1.5 – Selection Process
- 1.6 – Evaluation Process
- 1.7 – City's Reservation of Rights
- 1.8 – No Reimbursement for Costs
- 1.9 – Withdrawals and Amendments
- 1.10 – Compliance with Senate Bills, House Bill and Texas Government Code
- 1.11 – Validity Period
- 1.12 – Equal Opportunity Employer
- 1.13 – Conflict of Interest Questionnaire
- 1.14 – Disclosure of Interested Parties
- 1.15 – Protest Procedure
- 1.16 – Insurance

SECTION 2: NOTICE TO BIDDER/PROPOSER

SECTION 3: STATEMENT/SCOPE OF WORK

SECTION 4: SUBMISSION CHECKLIST

SECTION 5: APPENDICES



SECTION 1

INTRODUCTION

1.1 Request of Services:

The City of Freeport is seeking sealed proposals from qualified contractors to provide contracting and construction services for INSTA-VALVE INSTALLATION. The requested services are more specifically described in Section 3 in the Statement of Work.

The City is soliciting competitive sealed proposals from general contractor/construction firms having suitable qualifications and experience providing services in accordance with the terms, conditions, and requirements set forth in this packet. This packet provides sufficient information for interested parties to prepare and provide submissions for consideration.

1.2 Public Information:

The City strictly adheres to the Texas Public Information Act¹ (Texas Government Code Chapter 552.001, et seq.) and all other governing statutes, regulations, and laws regarding the disclosure of Bid/Proposal information. Documents are not available for public inspection until after the contract is awarded. If the Submitter has notified the City, in writing, that the submitted document contains trade secrets or confidential information, the City will generally take reasonable steps to prevent disclosure of such information, in accordance with the Public Information Act. This is a statement of general policy only, and in no event shall the City be liable for disclosure of such information by the City in response to a request, regardless of the City's failure to take any such reasonable steps, even if the City is negligent in failing to do so.

The requirements of Subchapter J, Chapter 552, Government Code, may apply to this request for proposals and the responding company agrees that the agreement can be terminated if the company intentionally fails to comply with a requirement of that chapter. The vendor or company acknowledges that the solicitation is part of any resulting agreement of the solicitation.

1.3 Type of Agreement:

All responding Submitters are hereby put on notice that if awarded the contract for procurement of goods or services, the City is entering into that agreement in its governmental capacity, and not a proprietary capacity.

The selection of a responding company or an award of an agreement to a responding Submitter does not guarantee that the City shall in fact purchase goods or services, or enter into an agreement, or guarantee any particular volume use, number, or sales.

Submitters should be aware that the contents of the successful proposal will become a part of the subsequent contractual documents. This contract shall commence upon approval by

¹ <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.552.htm>



the City Council. The contractor may be required to procure permit licenses, which are to be issued by the City; however, permit fee expenses shall be waived.

Failure of the Company to accept this obligation may result in the cancellation of any award. The City will have the right to seek the services of alternate vendors under the conditions that the contractor is not able to perform the work specified.

By submitting a packet, the Submitter further warrants and represents that he/she has become fully acquainted with the conditions, facts, and circumstances relating to providing the services/products required under this project. The failure or omission of the Submitter to acquaint himself/herself with existing conditions, facts, and circumstances, shall in no way relieve him/her of any obligation with respect to his/her proposal and any ensuing agreement.

Each submitter acknowledges that the City has made a reasonable attempt to provide them with relevant data. The Submitter, therefore, waives any right of avoidance of the agreement based upon any expressed or implied warranty or representation that the pricing or activity data provided discloses all requirements, risks or exposures known to exist in the provision of the services being requested.

1.4 Clarifications, Addendums & Interpretations:

Proposer shall promptly notify the City of any omissions, ambiguity, inconsistency, or error that they may discover upon examination of this packet. The city shall not be responsible or liable for any errors or misrepresentation that result from the solicitations which are inadvertently incomplete, ambiguous, inconsistent, or obviously erroneous.

The City may, in its sole discretion, respond in writing to written inquiries concerning this packet. Only the City's responses that are made by formal written Addenda will be binding on the City. Any verbal responses, written interpretations, or clarifications other than Addenda to this RFP will be without legal effect. All Addendums issued by the City prior to the Submittal Deadline shall be and is hereby incorporated as a part of this packet for all purposes.

Companies are required to acknowledge receipt of each Addendum as specified in this Section. The Submitter must acknowledge all Addendums by completing, signing, and returning the Addenda Checklist. The Addenda Checklist must accompany the Submitters response. Any addendums will be found on:

https://www.freeporttx.gov/page/public_notices#gsc.tab=0

Responses to inquiries which directly affect an interpretation or effect a change to this project will be issued in writing by addendum and posted to the City website. All such addenda issued by the City prior to the submittal deadline shall be considered part of the packet. The City shall not be bound by any reply to an inquiry unless such reply is made by such formal written addendum.

1.4.1 Questions:

Any questions, technical or non-technical pertaining to this packet must be submitted to **ahurst@freeporttx.gov**. The deadline to ask questions is **Thursday, July 17, 2025**



July 10, 2025 at 12:00 noon (CST). Please reference the project name and page number. Non-compliance with this provision may result in rejection of the submission. Responses to questions will be posted on the city website:

(https://www.freeporttx.gov/page/public_notices#gsc.tab=0) as an addendum prior to the submission deadline.

1.5 Selection Process:

The City may make the selection of the Contractor on the basis of the packet initially submitted, without discussion, clarification or modification.

After submission of a packet, but before final selection of a Contractor is made, the City may permit a Submitter to revise their submission in order to obtain the Submitters best and final submission. In that event, representations made by the Submitter in its revised submission, including price and fee quotes, will be binding on the Submitter. The City is not obligated to select the Submitter offering the most attractive economic terms if their submission is not representative of the best value for the City as set forth in Section 252.043 of the Texas Local Government Code, as determined by the City.

If only one submission is received in response to the Request for Bid/Proposal, a detailed cost submission may be requested of the single vendor. A cost/price analysis and evaluation or audit may be performed of the cost submission in order to determine if the price is fair, reasonable, and provides the best value for the City.

All correspondence relating to this submission, from advertisement to award, shall be sent to Ashlee Hurst, City of Freeport Finance Director at 1201 North Avenue H Freeport, TX 77541. All presentations or meetings between the City and the Respondent relating to this packet shall be coordinated by the City's Finance Director. The City reserves the right to determine which submission provides the City with the best value and which will be in the City's best interest, and the most advantageous to the City.

1.6 Evaluation Process:

If an evaluation is required, the evaluation of the submissions shall be based on the requirements and percentages described in Section 2.2 (Selection Criteria) of this packet. All timely and proper submissions shall be reviewed, evaluated, and ranked by the City.

The City shall select the submission that offers the "best value" for the City based on the published selection criteria and on the ranking evaluation criteria set forth in the packet – in accordance with Chapter 252 of the Texas Local Government Code and with the City's purchasing policy. All packets submitted by the Submittal Deadline, accompanied by the number of completed and signed originals that are required by this packet, will be opened publicly to identify the name of each Company submitting a proposal. Any submissions that are not submitted by the Submittal Date, or that are not accompanied by the number of completed and signed originals by this packet, will be rejected by the City as non-responsive due to material failure to comply with advertised specifications.



If the document(s) is incomplete or otherwise fails to conform to the requirements that are requested, the City alone will determine whether the variance is so significant as to render the packet non-responsive. After the opening of the packets and upon completion of the initial review and evaluation of the packets, the City may invite one or more selected Submitters to participate in oral presentations.

Scoring Criteria:

Experience:

Successful project(s) for the last 5 years with cost and detailed information on the project (Max 20 points)

Proposer's/Respondent's experience/past relationship with the City (Max 5 points)

Experience of Project Manager or Site Superintendent (Max 10 points)

The extent to which the goods or services meet the City's needs (Max 5 points)

Work Performance:

Past Performance on similar projects of size and scope (Max 10 points)

Management of Purchase Price/Pricing (Max 10 points)

Quality of goods and services (Max 5 points)

Capacity to Perform:

Experience of Staff (Max 10 points)

A Historically Underutilized Business (HUB [program to certify qualified small businesses]) (Max 10 points)

Adequacy to do the work assigned (Max 10 points)

Professional Liability insurance in force (Max 5 points)

Discussions may not be initiated by submitters. These discussions will be limited to issues and topics brought forth by the City. Any attempt by the proposer or vendor at deviating from the issues and topics to discuss other issues and topics concerning the Proposal brought forth by the City shall be grounds for disqualification. Vendors shall not contact any City personnel during the proposal process.

1.7 City's Reservation of Rights:

The City may evaluate the Proposals based on the anticipated completion of all or any portion of the Project. The City reserves the right:

1. to enter into an agreement for all or any portion of the requirements and specifications set forth in this packet with one or more Proposals or divide the Project into multiple parts
2. to reject any and all submissions and re-solicit for new Bids/Proposals
3. to reject any and all submissions and temporarily or permanently abandon the Project, if deemed to be in the best interests of the City.

The Proposer is hereby notified that the City will maintain in its files concerning this packet a written record of the basis upon which a selection, if any, is made by the City. The City makes no representations, written or oral, that it will enter into any form of agreement with any



respondent to this packet for any project and no such representation is intended or should be construed by the issuance of this submission. Acceptance of a Proposal for consideration does not waive this reservation of rights, nor does it imply any obligation by City.

If any submission is significantly unbalanced either in excess of or below reasonable cost analysis values normally associated with the work, the submission will be considered as non-responsive and will not be considered for award. The City reserves the right to evaluate and determine the next qualified submission for consideration of Award

1.8 No Reimbursement for Cost:

The submitting Company acknowledges and accepts that any costs incurred by responding to this request shall be at the sole risk and responsibility of the Company.

The Submitter understands and agrees that:

- (1) this request is a solicitation for bids/proposals and the City has made no representation, written or oral, that one or more agreements with the City will be awarded under this submission
- (2) the City issues this request predicated on the City's anticipated requirements for the services, and the City has made no representation, written or oral, that any particular scope of services will actually be required by the City
- (3) Submitter will bear, as its sole risk and responsibility, any cost that arises from the preparation of a submission in response to this request.

1.9 Withdrawals and Amendments:

The City reserves the right to withdraw this submission for any reason. The City reserves the right to amend any aspect of this project by formal written Addendum prior to the submittal deadline. To obtain the best offers, the City may allow the submission of revisions after packets are submitted and before the award of the contract.

Addenda to the specifications shall be considered part of the contract documents. The bidders shall acknowledge receipt of addenda. Oral and other interpretations or clarifications will be without legal effect.

1.10 Compliance with Senate Bills, House Bill and Texas Government Code:

Senate Bill 13²– Boycotting Energy Companies

Senate Bill 19³ – Discrimination Against Firearm Entities

House Bill 89⁴ – Boycotting Israel Verification (Texas Government Code 2270.001, 2270.002, and 808.001)

Texas Government Code Chapter 2252, Section 2252.152⁵ – Contracts with companies engaged in business with Iran, Sudan, or foreign terrorist organization prohibited.

² <https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00013F.HTM>

³ <https://capitol.texas.gov/tlodocs/87R/billtext/html/SB00019F.HTM>

⁴ <https://www.legis.state.tx.us/tlodocs/85R/billtext/html/HB00089F.HTM>

⁵ <https://statutes.capitol.texas.gov/Docs/GV/htm/GV.2252.htm>



The City requires Submitter to verify that they are in-compliance with these Bills and Texas Government Codes. Refer to Appendix E for this documents

1.11 Validity Period:

Once the submittal deadline has passed, any submitted proposals shall constitute an irrevocable submission to provide the services set forth in the Scope of Services at the price(s) shown in the submitted document. Such submission shall be irrevocable until the earlier of the expiration of one hundred eighty (180) days from the submittal deadline, or until an agreement has been awarded by the City.

1.12 Equal Opportunity Employer:

The City of Freeport is an equal opportunity employer and does not discriminate in awarding agreements or employment of persons because of their race, sex, age, religion, national origin, veteran, disabled or handicap status, or any other characteristic protected by law. The City requires companies with which it conducts business to be equal opportunity employers and comply with all applicable federal, state, and municipal laws and regulations regarding contracting and employment practices.

1.13 Conflict of Interest Questionnaire (Form CIQ):

A person or business, and their agents, who seek to contract or enter into an agreement with the City, are required by the Texas Local Government Code, Chapter 176, to file a conflict-of-interest questionnaire (FORM CIQ) which is found in Appendix B.

1.14 Disclosure of Interested Parties Form 1295:

A person or business who enters into an agreement with the City, meeting the conditions according to Texas Local Government Code Sec. 2252.908, is required to file Form 1295 with Texas Ethics Commission. (Appendix G)

https://www.ethics.state.tx.us/whatsnew/elf_info_form1295.htm

1.15 Protest Procedure:

Any respondent that submits a packet may protest. The protest will be submitted in writing to the City's Finance Director/Purchasing Division within three working days after such an aggrieved person knows of or should have known of the facts giving rise there to. If the protest is not resolved by mutual agreement, the Finance Director/Purchasing Division will promptly issue a decision in writing, via electronic mail to the protesting person.

All protest lodged by potential or actual bidders, contractors, or proposers must be made in writing, via electronic mail, and contain the following information:

- a. Name, address and telephone number of the protestor.
- b. Identification of the solicitation or agreement number and time.
- c. A detailed statement of the protest's legal and factual grounds, including copies of relevant documents.
- d. Identification of the issue(s) to be resolved and statement of what relief is requested.
- e. Arguments and authorities in support of the protest.



- f. A statement that copies of the protest have been delivered (via electronic mail) to all interested parties in the invitation to bid or request for proposals process.

In the case of request for bids/proposals, the City's Finance Director shall ask the protester to deliver, via electronic mail, the protest to relevant parties.

The City Manager has the authority to render the final determination regarding the protest. Any determination rendered will be final.

1.16 Insurance:

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined.

All Carriers must be admitted in the State of Texas.

All successful submitters must agree to name the City of Freeport, its officers, elected officials and employees as additional insures, and Waive Subrogation by Endorsement.

See Appendix F on pages 22 and 23 for more information.



Section 2

NOTICE TO BIDDERS/PROPOSERS

2.1 Invitation:

The City of Freeport Purchasing Department is accepting sealed packets for Insta-Valve Installation.

2.2 Submissions:

Submissions will be accepted until 2:00 PM on **Thursday, July 17, 2025**, at the following address:

City of Freeport
Attn: City Secretary
1201 North Avenue H
Freeport, TX 77541

Project No. 2025-03 – INSTA-VALVE INSTALLATION

Closing: 2:00 PM CST, **Thursday, July 17, 2025**

All sealed submissions should include all documents as required. The bids shall be submitted in hard copy, placed in a sealed envelope, signed by a person having the authority to bind the bidder in a contract, and marked clearly on the outside as outlined above. Submit three (3) copies and one (1) electronic version (flash drive preferred).

2.3 Submittal Deadline:

2:00 PM on **Thursday, July 17, 2025**

ALL SUBMISSIONS MUST BE RECEIVED BY THE CITY SECRETARY BEFORE THE SUBMITTAL CLOSING DATE AND TIME – NO EXCEPTIONS.

Submissions received by the City Secretary after the submission deadline will be unopened, will not be returned, and will be considered void and unacceptable. The City of Freeport is not responsible for lateness of mail, carrier, etc. and time/date stamp clock in City Secretary's office shall be the official time of receipt. The City of Freeport reserves the right to reject any and all bids and to waive any informality in the bids received. The City of Freeport reserves the right to cancel this procurement at its discretion.

2.4 Questions:

Please refer to section 1.4.1 for contact information.

2.5 Criteria for Selection:

Companies are encouraged to provide a submission that includes terms and conditions offering the best value & maximum benefit to the City as prescribed by Section [252.043 Texas Local Government Code](#)⁶ on page 10.

⁶ <https://statutes.capitol.texas.gov/Docs/LG/pdf/LG.252.pdf>



If an evaluation is needed, an evaluation team from the City will evaluate the submissions. The evaluation and the selection of a Vendor will be based on the information provided, please refer to section 1.6. The City may consider additional information, if the City deems such information relevant.

SECTION 3

STATEMENT OF WORK

3.1 Project Title:

INSTA-VALVE INSTALLATION

3.2 Special Conditions:

INSTALLATIONS ARE SPECIFIED BY ADDRESS LISTED IN THIS SECTION ARE POSSIBLE THROUGH CDBG GRANT FUNDING.

3.3 Brand Manufacture Reference:

N/A

3.4 City's Payment Terms:

THE CITY OF FREEPORT OPERATES ON A NET 30 PAYMENT TERMS.

3.5 General Notes & Specifications:

THE PURPOSE OF THIS PROJECT IS TO ENHANCE THE WATER DISTRIBUTION SYSTEM BY INSTALLING INSTA-VALVES THAT WILL ALLOW FOR EFFICIENT, QUICK, AND RELIABLE VALVE OPERATION DURING WATERLINE REPAIRS AND MAINTENANCE. PLEASE PROVIDE PRICE PER VALVE ALONG WITH A TOTAL PRICE THAT INCLUDES INSTALLATION COST.



3.6 Scope of Work:

1. Pre-Installation Requirements:

- Site assessment of valve installation locations.
- Coordination with relevant authorities or utilities to identify any potential conflicts with existing infrastructure.
- Preparation of detailed installation plans, including valve placement and pressure testing procedures.

2. Installation:

- Supply and delivery of Insta-Valves of sizes 6", 8", 10", and 12" as specified in the bid.
- Excavation, installation, and pressure testing of Insta-Valves at the designated locations.
- Installation of necessary fittings, connections, and supports to ensure the valves are securely placed and functional.
- Installation of associated infrastructure such as valve boxes, control systems, and necessary piping or connections.

3. Post-Installation Services:

- Post-installation testing to ensure proper function of Insta-Valves and compliance with project specifications.
- Preparation of an as-built report with details of the final installation.
- Demonstration of valve operation and training of operational staff, if required.
- Provide warranties and maintenance support for a defined period.

4. Site Restoration:

- Restoration of the site to its original condition post-installation, including repaving, landscaping, or any other necessary repair to areas disturbed during installation.



SPECIFIED LOCATIONS & VALVE SIZES

Valve Size	Location	Cost \$
8" a/c pipe	2011 North Brazosport Blvd (side of property)	\$15,800.00
6" a/c pipe	1924 North Brazosport Blvd (rear of property)	\$14,695.00
6" a/c pipe	1713 Yellowstone (front of property)	\$14,695.00
8" a/c pipe	1702 North Ave L (side of property)	\$15,800.00
8" a/c pipe	1605 North Brazosport Blvd (side of property)	\$15,800.00
8" a/c pipe	1622 North Brazosport Blvd (front of property)	\$15,800.00
8" a/c pipe	1614 North Brazosport Blvd (front of property)	\$15,800.00
12" a/c pipe	1124 North Ave M (front of property)	\$26,175.00
6" a/c pipe	1206 North Ave J (side of property)	\$14,695.00
8" a/c pipe	924 North Ave F (rear of property)	\$15,800.00
6" a/c pipe	1202 Skinner (front of property)	\$14,695.00
8" a/c pipe	401 Gulf Blvd (front of property)	\$15,800.00
8" a/c pipe	423 North Ave B (front of property)	\$15,800.00
6" a/c pipe	424 North Ave A (front of property)	\$14,695.00
12" a/c pipe	301 South Brazosport Blvd (front of property)	\$26,175.00
12" PVC pipe	1106 South Velasco (side of property)	\$26,175.00
12" a/c pipe	324 South Ave M (front of property)	\$26,175.00
8" a/c pipe	820 Old Surfside Rd (across the street)	\$15,800.00
12" a/c pipe	4136 HWY 332 (across the HWY – have to get past the pipe line corridor)	\$26,175.00
	TOTAL	\$ 346,550.00



SECTION 4

SUBMISSION OF PACKET

4.1 How to submit:

All packets must be submitted by mail or hand delivered/courier.

4.2 Required Contents:

All items in this packet are considered part of the Submission package. Submittals must include the package in its entirety; signed in the appropriate places by an authorized representative of the company with an original signature. Submissions not including all of the above will be considered non-responsive.

4.3 Alterations or Withdrawals of Document(s):

Any submission may be withdrawn, or a revised submission substituted prior to the submittal deadline. Submission Documents cannot be altered, amended, or withdrawn by the Company after the submittal deadline; however, to obtain the best offers, the city may allow the submission of revisions after packets are submitted and before the award of the contract.

4.4 Deadline:

The deadline for submission of packets shall be as identified on the cover page of the Bid/Proposal and on the Appendix A- Proposal Document. It is the Company's responsibility to have the Bid/Proposal Documents, including Addenda, correctly submitted by the submission deadline. **No extensions will be granted, and no late submissions will be accepted.**

4.5 Document Format:

All documents must be prepared in single-space type, on standard 8-1/2" x 11" vertically oriented pages, numbered at the bottom, with the exception of plans or drawings, those may be submitted landscape on 8-1/2" x 11" pages. The package must be in the order required in the Scope of Services. The submittal must be written in pen or typed, signatures must be signed in pen, or a digital signature via the electronic submittal process. Anything written in pencil will not be accepted. Mistakes can be crossed out with a single line and corrections inserted and initialed by the individual signing the submission.

4.6 Questions and Responses:

Responses will be answered after the question deadline in the form of an Addendum. No responses will be given to questions submitted after the deadline. Questions submitted outside of the Purchasing Division or the assigned individual (see 1.4.1 on pg. 4) will not be answered and any communication with any other User Department prior to award by City Council will disqualify a vendor from being considered for award.

4.7 Pre-Project Conference(s):

If a pre-meeting is requested it will be documented on the cover sheet of this packet. If it is made mandatory and you do not attend, your submission will be disqualified.



SECTION 4

Submission of Packet Checklist

WHAT MUST BE INCLUDED IN THE PACKET

Check-off	Information	
✓	Cover Letter	
✓	Type of organization	
✓	Company/Firm Background	
✓	Key personnel assigned to project with qualifications	
✓	Quote/Cost estimates and fees	
✓	Acknowledged any and all Addendums, complete & sign Addenda Checklist	
✓	One original copy of submission	
✓	Three additional copies of submission	
✓	One electronic copy on a flash drive	

Check-off	Appendix	Document Name	Must be Included
✓	A	Proposal Document	Yes
✓	B	Conflict of Interest	Yes
✓	C	Nepotism Statement	Yes
✓	D	Texas Public Information Act	Yes
✓	E	Senate Bills 13 & 19, House Bill 89 Verification	Yes
✓	F	Insurance Requirements	Yes
✓	G	Interested Parties Form 1295	Yes
✓	H	References	Yes
✓	I	Similar Project History	Yes
✓	J	Historically Underutilized Businesses	Yes
✓	K	Bid Bond or Guarantee	Yes
✓	L	ACH Form and W-9	Yes
✓	M	Miscellaneous	No

Cover Letter: Include a cover letter expressing the Proposer's interest and understanding of the request for proposals. The letter should name all the people authorized to make representations for the company and be signed by an authorized representative.

Type of organization: (i.e.) individual, partnership, corporation, etc.

Firm Background: Describe your firm including ownership structure, service area, the volume of projects, length of time in the industry, financial stability, and availability to the project location.

List the qualifications of key personnel who would be assigned to this project including relative experience, degrees, certifications, and professional affiliations.



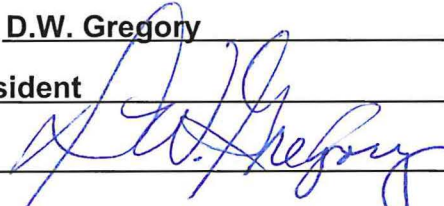
SECTION 5

APPENDIX INDEX

Appendix A	– Proposal Document
Appendix B	– Conflict of Interest
Appendix C	– Nepotism Statement
Appendix D	– Texas Public Information Act
Appendix E	– Senate Bills 13 & 19, House Bill 89 Verification
Appendix F	– Insurance Requirements
Appendix G	– Interested Parties Form 1295
Appendix H	– References
Appendix I	– Similar Project History
Appendix J	– Historically Underutilized Businesses
Appendix K	– Bid Bond or Guarantee
Appendix L	– ACH Form
Appendix M	– Miscellaneous



Appendix A

All Submissions delivered to the City of Freeport shall include this page with the submittal.	
Project Number:	2025-03
Project Title:	Insta-Valve Installation
Submittal Deadline:	Thursday, July 17, 2025 @ 2:00 p.m.
Company Information:	
Company Legal Name:	Mercer Construction Company
Address:	P.O. Box 888
City, State & Zip	Edna, Texas 77957
Federal Employers Identification Number #	74-1405591
Phone Number:	(361) 782-7163
E-Mail Address:	mmercerc@mercercconstco.com
Company Authorization	
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.	
Printed Name of Authorized Representative: <u>D.W. Gregory</u>	
Position of Authorized Representative: <u>President</u>	
Signature of Authorized Representative: <u></u>	
Signed this <u>17th</u> (day) of <u>July</u> (month), <u>2025</u> (year)	



Appendix B – Form CIQ

INFORMATION REGARDING VENDOR CONFLICT OF INTEREST QUESTIONNAIRE

WHO: The following persons must file a Conflict-of-Interest Questionnaire with the City if the person has an employment or business relationship with an officer of the City that results in taxable income exceeding \$2,500 during the preceding twelve – month period, or an officer or a member of the officer’s family has accepted gifts with an aggregate value of more than \$250 during the previous twelve – month period and the person engages in any of the following actions:

1. contracts or seeks to contract for the sale or purchase of property, goods, or services with the City, including any of the following:
 - a. written and implied contracts, utility purchases, purchase orders, credit card purchases, and any purchase of goods and services by the City
 - b. contracts for the purchase or sale of real estate property, personal property including an auction of property;
 - c. tax abatement and economic development agreements
2. submits a Bid/Proposal to sell goods or services, or responds to a request for a bid/proposal for services;
3. enters into negotiations with the City for a contract; or
4. applies for a tax abatement and/or economic development incentive that will result in a contract with the City.

THE FOLLOWING ARE CONSIDERED OFFICERS OF THE CITY:

1. Mayor and City Council Members;
2. City Manager;
3. Board and Commission members and appointed members by the Mayor and City Council;
4. Directors of development corporations;

EXCLUSIONS: A questionnaire statement does not be filed if the money paid to a local government official was a political contribution, a gift to a member of the officer’s family from a family member; a contract or purchase of less than \$2,500 or a transaction at a price and subject to terms available to the public; a payment for food, lodging, transportation or entertainment; or a transaction subject to rate or fee regulation by a governmental entity or agency.

WHAT: A person or business that contracts with the City or who seeks to contract with the City must file “Conflict of Interest Questionnaire” (FORM CIQ) which is available online at www.ethics.state.tx.us and a copy of which is attached to this appendix.



WHEN: The person or business must file:

1. the questionnaire – no later than seven days after the date the person or business begins contract discussions or negotiations with the municipality, or submits an application, responds to a request for proposals or Proposals, correspondence, or other writing related to a potential contract or agreement with the City; and an updated questionnaire – within seven days after the date of an event that would make a filed questionnaire incomplete or inaccurate.
2. It does not matter if the submittal of a Proposal or proposal results in a contract. The statute requires a vendor to file a FORM CIQ at the time a proposal is submitted, or negotiations commence.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Mercer Construction Company

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

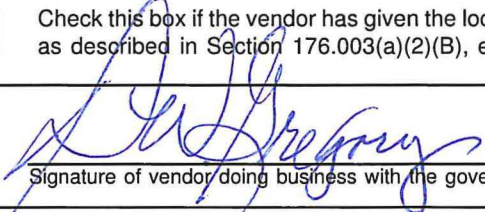
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

July 17, 2025

Date



Appendix B – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.		OFFICE USE ONLY Date Received
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☐ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☐ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity _____ Date _____		

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 1/1/2021

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED
AS IT IS A PART OF THE SOLICITATION PACKAGE.**



Appendix B – Form CIQ

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

- (a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

- (2) the vendor:

- (A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

- (i) a contract between the local governmental entity and vendor has been executed;
 - or

- (ii) the local governmental entity is considering entering into a contract with the vendor;

- (B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

- (i) a contract between the local governmental entity and vendor has been executed; or
 - (ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

- (a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

- (1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

- (2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

- (3) has a family relationship with a local government officer of that local governmental entity.

- (a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

- (1) the date that the vendor:

- (A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

- (B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

- (2) the date the vendor becomes aware:

- (A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

- (B) that the vendor has given one or more gifts described by Subsection (a); or

- (C) of a family relationship with a local government officer.



Appendix C – Nepotism

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE BID OR PROPOSAL “NON-RESPONSIVE.”

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Freeport by completing the following:

If the Proposer or Bidder is an individual:

☐ I am **not** related by blood or marriage to any official or employee of the City of Freeport.

☐ I am related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of City Official or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are **not** related by blood or marriage to any official or employee of the City of Freeport.

☐ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of officer: _____

Employee and title of City Official/Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED
AS IT IS A PART OF THE SOLICITATION PACKAGE.**



Appendix D

TEXAS PUBLIC INFORMATION ACT

Steps to Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Freeport are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission. On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Bid/Proposal sheet(s) with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

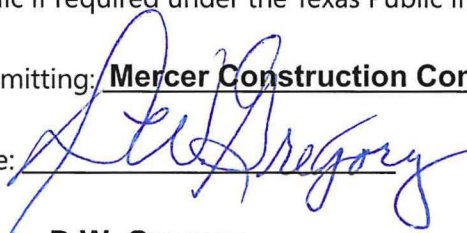
In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

By signing this form, I acknowledge that I have read the above and:

☒ The submitted packet to the City contains **NO** confidential information and may be released to the public if required under the Texas Public Information Act.

☐ The submitted packet **contains** confidential information, which is labeled and may be found on the following pages: _____
Any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm Submitting: Mercer Construction Company

Signature:  Date: July 19, 2025

Print Name: D.W. Gregory

Print Title: President



Appendix E

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies:

- (1) it does not boycott energy companies
- (2) it will not boycott energy companies during the term of this Agreement.

Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.



Appendix E

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

I, **D.W. Gregory** _____ the undersigned representative of
(Person name)

Mercer Construction Company _____ (here in after referred to as
Company)
(Company Name)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in Senate Bills 13, 19 and House Bill 89.

Signature of Company Representative: _____

Date: **July 19, 2025** _____



Appendix F

INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined below:

- A. Workers' Compensation or Employer's Liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's Liability coverage shall have a minimum limit of \$500,000 for liability arising out of any accident related to the Work.
- B. Comprehensive General Liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - 1. Contractor Liability Coverage
 - 2. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment and extending for at least two (2) years from that date.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. The Contractor shall require all of its subcontractors to provide the foregoing coverage, as well as any other coverage that Contractor considers necessary. The Contractor will require that all subcontractors maintain a comprehensive Commercial General Liability policy with a minimum limit of at least \$1,000,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Freeport accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Appendix G shall contain a clause waiving any right of subrogation against City of Freeport. Insurance policies under (B), and (C), shall include City of Freeport as an additional insured by endorsement.



INSURANCE REQUIREMENTS

- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 1) City of Freeport shall be named as an Additional Insured with respect to General Liability and Automobile Liability.
 - 2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - 3) A waiver of subrogation in favor of City of Freeport shall be contained in the Workers Compensation and all liability policies.
 - 4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Freeport of any material change in the insurance coverage.
 - 5) All insurance policies shall be endorsed to the effect that City of Freeport will receive at least 60 days' notice prior to cancellation or non-renewal of the insurance.
 - 6) All insurance policies, which name City of Freeport as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Freeport.
 - 9) Insurance must be purchased from insurers rated A+ or better by AM Best.
- G. All insurance must be written on forms filed with and approved by the Texas Department of insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- A. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
 - B. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Freeport.
 - C. All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

Ten days before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30)



days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.



CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and, as it applies to contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

Interested party means:

- (1) a person who has a controlling interest in the business with whom a governmental entity
or state agency contracts; or
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with the governmental entity or state agency, including a broker, adviser, attorney, or intermediary for the business entity.

Controlling interest means:

- (1) ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members;
- (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

You must fill out this form electronically, Form 1295, on the Texas Ethics Commission website (www.ethics.state.tx.us/File), whether you have an interested party claim or not. Then print, sign, and file with your bid. There are exemptions to electronic filing. Please read the information provided on the Texas Ethics Commission website.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1337949

Date Filed:
07/16/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Mercer Construction Company
Edna, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Freeport

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025-03
Insta-Valve Installation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Gregory, David	Edna, TX United States	X	
	Mike, Mercer	Edna, TX United States	X	

5 Check only if there is NO Interested Party.

☐

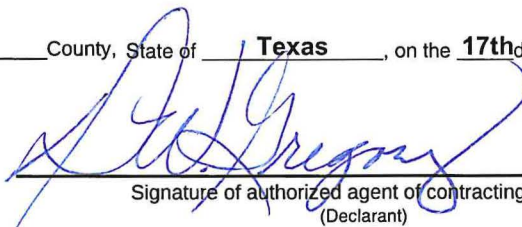
6 UNSWORN DECLARATION

My name is David Gregory, and my date of birth is 12/27/1954.

My address is 909 N. Colorado Street, Edna, TX, 77957, USA.
(city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in Jackson County, State of Texas, on the 17th day of July, 20 25.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Appendix G

CERTIFICATE OF INTERESTED PARTIES FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295	
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY	
1 Name of business entity filing form, and the city, state and country of the business entity's place of business.			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.			
4		Signature of Interest (check applicable)	
Name of Interested Party	City, State, Country (place of business)	Controlling	Intermediary
5 Check only if there is no interested party. ☐			
6 UNSWORN DECLARATION			
My name is _____, and my date of birth is _____.			
My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country).			
I declare under penalty of perjury that the foregoing is true and correct.			
Executed in _____ County, State of _____, on the _____ day of _____, 20____.			
(month) (year)			
_____ Signature of authorized agent of contracting business entity (Declarant)			
ADD ADDITIONAL PAGES AS NECESSARY			

Form provided by Texas Ethics Commission

www.ethics.state.tx.us

Revised 12/22/2017



Appendix H

REFERENCES

References – This section is required.

Company shall provide five references where they have performed similar and/or the same types of services as described herein. Please provide references not affiliated with the City of Freeport, or any of its employees.

Reference #1:

Client / Company Name: Refugio County	
Contact Name: Joseph Partida	Contact Title: Engineer
Phone: (361) 883-1984	Email: jpartida@ardurra.com
Date and Scope of Services Provided: Locke Street Waterline Improvements (2024-2025) Replace Waterlines, including installation of Insta-Valves and Line Stops	

Reference #2:

Client / Company Name: Matagorda County	
Contact Name: Matt Glaze	Contact Title: Engineer
Phone: (361) 578-9836	Email: mglaze@urbanvictoria.com
Date and Scope of Services Provided: Van Vleck Lift Stations Improvements (2024-2025) Rehabilitate two lift stations	

Reference #3:

Client / Company Name: City of Victoria	
Contact Name: David Sheblak	Contact Title: City Engineer
Phone: (361) 485-3340	Email: dsheblak@victoriatx.gov
Date and Scope of Services Provided: Laurent Street Water Line Replacement Project (2023) Replace water lines	



Appendix H

References

Reference #4:

Client / Company Name: City of Hallettsville	
Contact Name: Luis Tonche	Contact Title: Engineer
Phone: (512) 684-3150	Email: ltonche@trccompanies.com
Date and Scope of Services Provided: North EDC Property Utilities Services (2023-2024) Water and Sanitary Sewer Extension to service Future Industrial Park	

Reference #5:

Client / Company Name: City of Port Lavaca	
Contact Name: Jody Weaver	Contact Title: City Manager
Phone: (361) 552-9793	Email: jweaver@portlavaca.org
Date and Scope of Services Provided: Alcoa Drive & Austin Street Waterline Improvements Waterline Replacement including Insta-Valve installation	



Appendix I

Similar Project History

Please provide a resume or references where you or your company has performed services within the last five years (preferably similar and/or the same types of services as described in the statement/scope of work).

If applicable, please include at least one project you have performed for the City of Freeport

Example:

Client/Project name: City of Appleton, City Hall Renovation

Address: 222 Apple Dr., Appleton, TX 77777

Point of Contact: John Doe, City manager

Phone Number: (555)212-1234

Email Address: jdoe@appletontx.org

Contract Dates: 08/01/2021 – 01/31/2022

Contract Description: Complete remodel of 60,000 SF office space. Project was completed in phases, allowing City Hall to have continuous operation of services.

Contract amount: \$800,000.00.

Estimator and Project Executive: Aaron Jones, Owner

Project Manager: Aaron Jones, Owner

Completion: 01/18/2022

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2499 LULING PLUM CREEK LIFT STATION	\$173,726.00		CITY OF LULING 509 EAST CROCKETT STREET LULING, TX 78648	CHARLES SCHELER TRC ENGINEERS, INC. 505 EAST HUNTLAND AUSTIN, TX 78752 512-454-8716
2500 VICTORIA CONTI LN SWR LINE EXT	\$724,615.30	05-27-2013	CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77901	DARREL SEIBERT CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77902 (361)485-3340
2509 BASTROP FAYETTE ST SEWER	\$418,284.67	04-07-2013	BASTROP, CITY OF 1311 CHESTNUT STREET BASTROP, TX 78602	GENE KRUPPA BEFCO ENGINEERS P.O. BOX 615 LA GRANGE, TX 78945 (979)968-6474
2548 VIOLET WATER SYSTEM & PUMP IMP	\$2,318,283.34	06-30-2015	VIOLET WATER SUPPLY CORP. 3861 CR 61 ROBSTOWN, TX 78380	WEBB, RENDELL NAISMITH ENGINEERING, INC. 4501 GOLLIHAR ROAD CORPUS CHRISTI, TX 78411 (361)814-9900
2550 SEGUIN HYDROPLANT LIFT STATON	\$151,700.00	12-31-2013	CITY OF SEGUIN P.O. BOX 591 SEGUIN, TX 78156-0591	CRAIG BELL TRC ENGINEERS, INC. 505 E. HUNTLAND, SUITE 250 AUSTIN, TX 78752 (512)454-8716
2551 ROCKPORT ISLANDS OF ROCKPPOINT	\$903,452.50	12-15-2013	ROCKPORT ISLAND DEVELOPEMENT C 4418 HWY 35S ROCKPORT, TX 78382	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466
2553 GALVESTON PIRATES BEACH OUTFAL	\$319,680.00	02-10-2014	CITY OF GALVESTON P.O. BOX 779 GALVESTON, TX 77553-0779	JOHN MERCER LYNN ENGINEERING, LLC 2200 AVENUE A BAY CITY, TX 77414 (361)782-7121
2556 EDNA 12 SEWER @ CHASE & PEAR	\$147,405.00	07-31-2013	City of Edna 126 W. MAIN EDNA, TX 77957	,
2559 ROCKPORT GLOBAL BLUE TECH	\$348,035.00	12-31-2013	RANGER EXCAVATING, LP 5222 THUNDER CREEK RD AUSTIN, TX 78759	,
2560 YOAKUM YEAR 3 SANITARY SEWER	\$2,384,189.90	09-09-2014	CITY OF YOAKUM P.O. BOX 738 YOAKUM, TX 77995	CRAIG BELL TRC ENGINEERS, INC. 505 E. HUNTLAND, SUITE 250 AUSTIN, TX 78752 (512)454-8716

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2563 YOAKUM 2012 TDA SEWER	\$126,501.00	11-08-2013	CITY OF YOAKUM P.O. BOX 738 YOAKUM, TX 77995	CRAIG BELL TRC ENGINEERS, INC. 505 E. HUNTLAND, SUITE 250 AUSTIN, TX 78752 (512) 454-8716
2566 SHINER BREWERY/ADVANCED STEEL	\$125,687.00	09-30-2015	ADVANCED STEEL BUILDERS 1476 DIEBEL ROAD VICTORIA, TX 77905	ADVANCED STEEL BUILDERS ADVANCED STEEL BUILDERS 1476 DIEBEL ROAD VICTORIA, TX 77905 (361) 575-0225
2571 PORT ARANSAS CINNAMON SHORE	\$463,392.00	03-14-2014	CINNAMON SHORE LLC 290 WESTLAND WAY MARIETTA, GA 30064	STEPHEN GRUNEWALD URBAN ENGINEERING 2725 SWANTNER CORPUS CHRISTI, TX 78404 (361) 854-3101
2572 INGLESIDE ON THE BAY 8" WATER	\$774,456.50	09-25-2014	INGLESIDE ON THE BAY P.O. BOX 309 INGLESIDE, TX 78362	JAMES SCHWARZ J. SCHWARZ & ASSOCIATES, INC. P.O. BOX 60733 CORPUS CHRISTI, TX 78466 (361) 906-2430
2575 ROCKPORT SHRIMP FARM UTILITIES	\$585,320.00	08-05-2014	GLOBAL BLUE TECHNOLOGIES, INC. 1521 W. Market St ROCKPORT, TX 78382 (301) 955-6433 DICKIN, MICHAEL	LAPORTE, STEPHEN GLOBAL BLUE TECHNOLOGIES, INC. 3204 TOWER OAKS BOULEVARD ROCKVILLE, MD 20852
2584 CUERO GVEC WATER LINE	\$129,384.00	03-31-2017	WEAVER & JACOBS CONSTRUCTORS 301 COOPERATIVE WAY CUERO, TX 77954	BRZOZOWSKI, CHRIS WEAVER & JACOBS CONSTRUCTORS 301 COOPERATIVE WAY CUERO, TX 77954 (361) 277-9300
2588 LA FRUTA COUNTY PARK UTILITIES	\$430,371.00	07-31-2015	SAN PATRICIO COUNTY 400 WEST SINTON STREET SINTON, TX 78387	DAVID UNDERBRINK NAISMITH ENGINEERING, INC. P.O. BOX 3099 CORPUS CHRISTI, TX 78463-3099 (361) 814-9900
2594 GALVESTON BAY CLUB IMPROVEMENT	\$438,747.00	04-30-2017	JMK5 HOLDINGS GALVESTON BAY CL 308 WEST PARKWOOD AVE. FRIENDSWOOD, TX 77546	JOHN MERCER LYNN ENGINEERING, LLC 2200 AVENUE A BAY CITY, TX 77414 (361) 782-7121
2595 TIVOLI WATER SYSTEM IMPROVEMEN	\$250,630.00	01-20-2015	REFUGIO WCID 1 P.O. BOX 397 TIVOLI, TX 77990	JERRY SHEPHERD SOUTHWEST ENGINEERS 307 ST. LAWRENCE STREET GONZALES, TX 78629 (830) 672-7546
2598 LA GRANGE WATER IMPROVEMENTS	\$290,557.00	05-31-2015	CITY OF LA GRANGE P.O. BOX 339 LA GRANGE, TX 78945	BRADLEY LOEHR BEFCO ENGINEERING, INC. P.O. BOX 615 LA GRANGE, TX 78945 (979) 968-6474

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2601 SEALY PLANT PUMPS & PIPING	\$150,344.00	04-30-2015	MERCER CONTROLS, INC. P.O. BOX 777 EDNA, TX 77957	,
2603 VICTORIA - N. HEIGHTS UTILITY	\$1,121,044.00	10-14-2015	CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77901	DARREL SEIBERT CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77902 (361)485-3340
2604 ALCOA - BORE STORM SEWER	\$1,311,510.92	03-31-2016	ALUMINUM COMPANY OF AMERICA P. O. BOX 494 POINT COMFORT, TX 77978	ALCOA ALUMINUM COMPANY OF AMERICA P O BOX 494 POINT COMFORT, TX 77978 (361)987-6128
2605 CUERO - ANNEX UTILITY PHASE II	\$866,431.00	10-22-2015	CITY OF CUERO P O BOX 660 CUERO, TX 77954	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2606 SEASIDE RESORT UTILITY IMPROVE	\$173,508.00	09-30-2015	LEIMER BROTHERS INC P.O. BOX 3096 GALVESTON, TX 77552	,
2607 VICTORIA FIRST STATE BANK UTIL	\$112,187.00	05-31-2016	POLASEK CONSTRUCTION INC P.O. BOX 64 EL CAMPO, TX 77437	,
2608 ARANSAS COUNTY SEWER GRANT	\$285,060.20	07-29-2015	COUNTY OF ARANSAS 301 N. LIVE OAK ROCKPORT, TX 78382	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466
2610 BRENHAM 2015 WATER IMPROVEMENT	\$348,625.00	09-30-2015	CITY OF BRENHAM P.O. BOX 1059 BRENHAM, TX 77834-1059	KELLY HAJEK STRAND ASSOC, INC. 1906 NIEBUHR STREET BRENHAM, TX 77833 (979)836-7937
2613 CUERO GONZALES STREET WATER	\$133,635.00	09-30-2015	CITY OF CUERO P O BOX 660 CUERO, TX 77954	,
2615 Rockport-Global Blue	\$925,033.50	04-30-2016	GLOBAL BLUE TECHNOLOGIES, INC. 1521 W. Market St ROCKPORT, TX 78382	,

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2617 Rockport-Drainage & Rd Crossin	\$282,780.00	11-30-2015	SHIRLEY & SONS 15705 FM 787 CLEVELAND, TX 77327	,
2618 JAMAICA BEACH WATER LINE EXTEN	\$113,688.00	03-31-2016	VILLAGE OF JAMAICA BEACH P.O. BOX 5264 GALVESTON, TX 77554	JOHN MERCER LYNN ENGINEERING, LLC 2200 AVENUE A BAY CITY, TX 77414 (361)782-7121
2620 EL CAMPO ISD RICEBIRD STADIUM	\$261,885.00	09-30-2016	POLASEK CONSTRUCTION INC P.O. BOX 64 EL CAMPO, TX 77437	,
2621 EL CAMPO PS BLDG UTILITIES	\$508,727.00	03-31-2017	BLS CONSTRUCTION 207 FAHRENTHOLD EL CAMPO, TX 77437	KEY, WILLIAM BLS CONSTRUCTION, INC 207 FAHRENTHOLD EL CAMPO, TX 77437
2622 Victoria-Reg. Airpt. San Swr	\$579,407.00	10-03-2016	VICTORIA REGIONAL AIRPORT 609 FOSTER FIELD DRIVE VICTORIA, TX 77901	RAY BRIDGES URBAN ENGINEERING 2004 N COMMERCE VICTORIA, TX 77901 (361)578-9836
2627 GONZALES WELLNESS CENTER	\$233,988.74	03-31-2017	LOTT BROTHERS CONSTRUCTION P.O. BOX 203594 AUSTIN, TX 78720	,
2628 VICTORY HONDA SITE UTILITIES	\$133,537.02	03-31-2016	LAY CONSTRUCTION, LLC. P.O. BOX 5300 TYLER, TX 75712	MONROE LEFEVRE P.O. BOX 5300 TYLER, TX 75712 (903)592-2345
2631 Victoria-Berkman Dr Diversion	\$2,086,197.48	11-30-2017	CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77901	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2632 LOCKHART MAPLE PARK UTILITES	\$622,472.30		ON-SITE OWNERS, LLC. P.O. BOX 746 LOCKHART, TX 78644	ANNE GALLUP GALLUP ENGINEERING 174 S GUADALUPE STREET, SUITE SAN MARCOS, TX 78666 (512)392-3816
2636 ROCKPORT CIRCLE W RV PARK WTR	\$219,255.00	09-30-2016	Circle W RV Park, LLC 1401 Smokehouse RD Rockport, TX 79382	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2637 SMITHVILLE EDA WATER PROJECT	\$769,239.00	04-28-2017	CITY OF SMITHVILLE 317 MAIN STREET SMITHVILLE, TX 78957	JOSEPH WILLRICH P O BOX 615 LA GRANGE, TX 78945 (979)968-6474
2639 Santa Fe-FM 646 Utlty Relocate	\$1,021,397.00	04-18-2017	GALVESTON CO WCID 8 P.O. BOX 337 SANTA FE, TX 77510	JOHN MERCER LYNN ENGINEERING, LLC 2200 AVENUE A BAY CITY, TX 77414 (361)782-7121
2640 TAFT-RINCON WSC WATER LINE	\$105,732.00	04-26-2017	RINCON WATER SUPPLY CORPORATIO 8896 CR 102 TAFT, TX 78390	JAMES SCHWARZ J. SCHWARZ & ASSOCIATES, INC. P.O. BOX 60733 CORPUS CHRISTI, TX 78466 (361)906-2430
2642 EAGLE LAKE RICE MILL LIFT STA	\$346,067.00		CITY OF EAGLE LAKE P.O. BOX 38 EAGLE LAKE, TX 77434	WILLIAM HUEBNER STRAND ASSOC, INC 1906 NIEBUHR STREET BRENHAM, TX 77833 (979)836-7937
2644 Yoakum-Utlty Imprvmnts @ YISD	\$515,531.32	04-15-2018	WEAVER & JACOBS CONSTRUCTORS 301 COOPERATIVE WAY CUERO, TX 77954	Rawley McCoy & Associates Rawley McCoy & Associates 1908 N. Laurent Victoria, TX 77901
2645 MATAGORDA COLORADO RIVER LOTS	\$135,243.00		REXCO 1104 MILDRED DRIVE PORT LAVACA, TX 77979	JODY WEAVER CITY OF PORT LAVACA P.O. BOX 105 PORT LAVACA, TX 77979 (361)552-9796
2646 ARANSAS 2016 SANITARY SEWER	\$349,679.25	12-31-2017	COUNTY OF ARANSAS 301 N. LIVE OAK ROCKPORT, TX 78382	DAVID SHEBLAK CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77901 (361)485-3340
2649 VICTORIA RED RIVER UTILITY REL	\$750,425.00	03-31-2018	BRANNAN PAVING COMPANY, INC. P.O. BOX 3403 VICTORIA, TX 77903	DARREL SEIBERT CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77902 (361)485-3340
2653 PORT ARANSAS SUNFLOWER ONSITE	\$145,525.23	02-28-2018	LEGACY COASTAL LIVING, LLC 205 WILD BASIN ROAD SOUTH AUSTIN, TX 78746	STEPHEN GRUNEWALD URBAN ENGINEERING 2725 SWANTNER CORPUS CHRISTI, TX 78404 (361)854-3101
2660 SEGUIN-CANYON RWA EST PIPING	\$155,760.00	03-31-2018	LANDMARK STRUCTURES 1665 Harmon Road Fort Worth, TX 76177	

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2661 VICTORIA WELL 19 ARS IMPROV	\$196,933.00	05-16-2018	CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77901	DAVID PYNE ARS SYSTEMS 540 NE 5TH AVENUE GAINSVILLE, FL 32601 (352)336-3820
2662 YOAKUM 2016 CDBG SEWER IMPROV	\$260,797.50	01-15-2018	CITY OF YOAKUM P.O. BOX 738 YOAKUM, TX 77995	CRAIG BELL TRC ENGINEERS, INC. 505 E. HUNTLAND, SUITE 250 AUSTIN, TX 78752 (512)454-8716
2663 MATAGORDA COUNTY 2016 WTR/SWR	\$280,624.00	04-30-2018	MATAGORDA COUNTY 1700 7TH STREET, ROOM 301 BAY CITY, TX 77414	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2666 GREEN VALLEY FM 1518 16" MAIN	\$380,150.00	04-18-2018	GREEN VALLEY SPEC. UTIL DIST P.O. BOX 99 MARION, TX 78124	JASON VREELAND TRIHYDRO 1011 W COUNTY LINE ROAD NEW BRAUNFELS, TX 78130 (830)626-3588
2667 BAY CITY JR HIGH (WEAVER)	\$616,665.88	04-15-2020	WEAVER & JACOBS CONSTRUCTORS 301 COOPERATIVE WAY CUERO, TX 77954	
2669 SARGENT BEACH FM457 WATER BORE	\$183,941.95	06-30-2018	TCH DIRECTIONAL DRILLERS P.O. BOX 1250 FRIENDSWOOD, TX 77549	PATRICK KASPER MCCORD ENGINEERING, INC. 916 SOUTHWEST PARKWAY EAST COLLEGE STATION, TX 77840 (979)764-8356
2670 NUECES CTY FM 1833 & FM666 WTR	\$350,328.50	04-13-2019	NUECES COUNTY 901 LEOPARD STREET, RM 106 CORPUS CHRISTI, TX 78401	ROBERT VIERA ARDURRA 801 NAVIGATION, SUITE 300 CORPUS CHRISTI, TX 78408 (361)883-1984
2671 CONROE TSC 8" WATER EXTENSION	\$105,487.00	06-30-2018	JW CONROE I, LTD 10723 HWY 242 CONROE, TX 77385	CHAD EMMEL BEFCO ENGINEERING, INC. P.O. BOX 615 LA GRANGE, TX 78945 (979)968-6474
2672 CUERO 2017 RLF CLOSEOUT SEWER	\$369,020.00	12-31-2018	CITY OF CUERO P O BOX 660 CUERO, TX 77954	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2673 SCHULENBURG 2018 WATER & SEWER	\$520,442.00	12-31-2018	CITY OF SCHULENBURG P.O. BOX 8 SCHULENBURG, TX 78956-0008	WILLIAM HUEBNER STRAND ASSOC, INC 1906 NIEBUHR STREET BRENHAM, TX 77833 (979)836-7937

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2674 BAY CITY ELEMENTARY UTILITIES	\$226,060.00	04-15-2020	WEAVER & JACOBS CONSTRUCTORS 301 COOPERATIVE WAY CUERO, TX 77954	
2675 HALLETTSVILLE US90A SEWER/2ND	\$305,794.44	12-31-2018	CITY OF HALLETTSVILLE 101 N. MAIN HALLETTSVILLE, TX 77964-2727	TIM SANDERS BEFCO ENGINEERING, INC. P.O. BOX 615 LA GRANGE, TX 78945 (979) 968-6474
2676 CUERO STEVENSON UNIT LS REPAIR	\$167,325.00	12-31-2018	CITY OF CUERO P O BOX 660 CUERO, TX 77954	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361) 578-9836
2677 HUNTSVILLE EST @ STATION 1	\$109,225.00	03-31-2020	LANDMARK STRUCTURES 1665 Harmon Road Fort Worth, TX 76177	JASON WARD FREESE AND NICHOLS 10497 TOWN AND COUNTRY WAY HOUSTON, TX 77024 (713) 600-6800
2678 EAST BERNARD ISD IMPROVEMENTS	\$291,648.00	03-31-2020	POLASEK CONSTRUCTION INC P.O. BOX 64 EL CAMPO, TX 77437	
2682 EDNA S. EAST ST WATER LINE	\$228,560.50	07-19-2019	City of Edna 126 W. MAIN EDNA, TX 77957	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361) 578-9836
2683 EDNA 2017/2018 TXCDBG SEWER	\$253,148.75	11-30-2019	City of Edna 126 W. MAIN EDNA, TX 77957	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361) 578-9836
2684 SMITHVILLE 2017-2018 TDA WATER	\$342,112.35	06-08-2019	CITY OF SMITHVILLE 317 MAIN STREET SMITHVILLE, TX 78957	JOSEPH WILLRICH P O BOX 615 LA GRANGE, TX 78945 (979) 968-6474
2686 VICTORIA CANAL RAW WTR/SWR	\$561,419.48	03-31-2019	VICTORIA PORT POWER LLC 5850 SAN FELIPE, SUITE 650 HOUSTON, TX 77057	
2687 SAN JOSE ISLAND PIPING	\$1,242,496.04	02-28-2020	HC BECK, LTD. 810 HEMPHILL FORT WORTH, TX 76104	

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2689 CUERO WATER/SEWER EXT @ HYW72	\$137,924.00	08-31-2019	CITY OF CUERO P O BOX 660 CUERO, TX 77954	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2691 PORT O'CONNOR MATAGORDA BAYVIE	\$531,298.68	11-30-2019	MATAGORDA VIEW, LLC 1819 ST. JAMES PLACE HOUSTON, TX 77056	SCOTT MASON G&W ENGINEERS, INC. 205 W. LIVE OAK PORT LAVACA, TX 77979 (361)552-4509
2692 CALALLEN ISD	\$634,808.00	11-15-2020	POLASEK CONSTRUCTION INC P.O. BOX 64 EL CAMPO, TX 77437	,
2693 ALTAIR - RICE ISD UTILITIES	\$228,630.00	04-15-2020	WEAVER & JACOBS CONSTRUCTORS 301 COOPERATIVE WAY CUERO, TX 77954	,
2694 MOULTON MOORE AVE WATER	\$123,271.00	09-30-2019	CITY OF MOULTON P.O. BOX 369 MOULTON, TX 77975	DANIEL P. HEJL HEJL, LEE & ASSOCIATES, INC. 321 ED SCHMIDT BLVD., STE 100 HUTTO, TX 78634 (512)642-3292
2695 VICTORIA CRESTWOOD DRIVE	\$2,043,445.25	03-31-2021	BRANNAN PAVING COMPANY, INC. P.O. BOX 3403 VICTORIA, TX 77903	,
2696 EL CAMPO REFRIGERATION	\$186,988.51	06-30-2020	WEAVER & JACOBS CONSTRUCTORS 301 COOPERATIVE WAY CUERO, TX 77954	,
2699 JOURDANTON 2018 CDBG SEWER	\$266,275.00	05-30-2020	CITY OF JOURDANTON 1604 SH 97 E JOURDANTON, TX 78064	BRADLEY KOETHER RAKOWITZ ENGINEERING & SURVEY P.O. BOX 172 PLEASANTON, TX 78064 (830)281-4060
2700 PALACIOS 2018 WATER IMPROVEMEN	\$334,330.00	05-30-2020	CITY OF PALACIOS P.O. BOX 845 PALACIOS, TX 77465	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2701 SCHULENBURG FALCON VIEW	\$1,316,924.00	07-15-2020	DSW HOMES, LLC 502 20TH STREET GALVESTON, TX 77550	EDGARD FIGUEROA SHELMARK ENGINEERING, INC. 921 FM 517 ROAD EAST DICKINSON, TX 77539 (409)935-9986

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2702 SCHULENBURG FALCON VIEW ELECT	\$203,355.00	07-15-2020	DSW HOMES, LLC 502 20TH STREET GALVESTON, TX 77550	/
2703 ROCKPORT 16" FORCEMAIN	\$473,705.00	10-31-2020	CITY OF ROCKPORT 2751 HIGHWAY 35 BYPASS ROCKPORT, TX 78382	MARK MARONEY URBAN ENGINEERING 2725 SWANTNER DRIVE CORPUS CHRISTI, TX 78404 (361)854-3101
2704 BAELIFF TSC UTILITIES	\$135,751.00	10-15-2020	W.R. NEWMAN & ASSOC., INC. 2854 LOGAN STREET NASHVILLE, TN 37211	/
2705 BEEVILLE GST REPLACEMENT	\$207,355.00	12-15-2020	CITY OF BEEVILLE 400 NORTH WASHINGTON BEEVILLE, TX 78102	/
2709 HARRIS COUNTY MUD 120 SEWER	\$1,071,665.47	03-31-2021	HARRIS COUNTY MUD 120 3200 SOUTHWEST FREEWAY HOUSTON, TX 77027	ALEX SANCHEZ LJA ENGINEERING 1904 WEST GRAND PARKWAY NORTH KATY, TX 77449 (713)358-8532
2711 BRENHAM OVERLOOK ESTATES	\$619,511.46	12-31-2020	DSW HOMES, LLC 502 20TH STREET GALVESTON, TX 77550	EDGARD FIGUEROA SHELMARK ENGINEERING, INC. 921 FM 517 ROAD EAST DICKINSON, TX 77539 (409)935-9986
2712 SEALY 2020 TXCDBG SEWER	\$323,608.10	04-25-2021	CITY OF SEALY 415 MAIN STREET SEALY, TX 77833	KELLY HAJEK STRAND ASSOC, INC. 1906 NIEBUHR STREET BRENHAM, TX 77833 (979)836-7937
2715 CORPUS CHRISTI FISHPOND LIVING	\$171,970.00	04-30-2021	WATERMARK COMMERCIAL CONTRACTO 2530 FITZHUGH ROAD DRIPPING SPRINGS, TX 78620	/
2717 NIXON CITY HALL & COMM CENTER	\$115,075.75	02-05-2021	NORTHSTAR ELITE CONST & CONSUL 36250 FM 3159 NEW BRAUNFELS, TX 78132	/
2719 INGLESIDE PIONEER CROSSING	\$416,568.30	05-28-2021	WATERMARK COMMERCIAL CONTRACTO 2530 FITZHUGH ROAD DRIPPING SPRINGS, TX 78620	/

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2720 GOLIAD WARD STREET GST	\$297,000.00	12-07-2021	CITY OF GOLIAD P.O. BOX 939 GOLIAD, TX 77963	,
2721 GOLIAD WARD STREET WATER PLANT	\$526,100.00	10-09-2021	CITY OF GOLIAD P.O. BOX 939 GOLIAD, TX 77963	JOHN MERCER LYNN ENGINEERING, LLC 2200 AVENUE A BAY CITY, TX 77414 (361)782-7121
2723 MATAGORDA COUNTY 2020 WATER	\$280,887.50	05-31-2021	MATAGORDA COUNTY 1700 7TH STREET, ROOM 301 BAY CITY, TX 77414	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2724 BRAZORIA MARKET ST LIFT STATIO	\$101,915.00	04-30-2021	CITY OF BRAZORIA 201 SOUTH MAIN BRAZORIA, TX 77422	,
2725 ROCKPORT GULF SHORE VILLAS	\$429,547.00	05-02-2022	NATIONS CONSTRUCTION, LLC 3418 ELSER ST., SUITE 201 HOUSTON, TX 77009	,
2726 GANADO SEWER IMPROVEMENTS	\$400,140.00	11-30-2022	City of Ganado P.O. BOX 264 GANADO, TX 77962	JANAK, RANDY CIVILCORP 4611 E. Airline Rd VICTORIA, TX 77904 (361)570-7500
2727 BRENHAM HICKORY LN DRAINAGE	\$166,438.00	11-30-2021	CITY OF BRENHAM P.O. BOX 1059 BRENHAM, TX 77834-1059	DWAYNE GAJEWSKI STRAND ASSOCIATES 1906 NIEBUR STREET BRENHAM, TX 77833 (979)836-7937
2729 PORT LAVACA TXO EXEC COTTAGES	\$410,262.34		SAMPSON CONSTRUCTION 5825 S 14TH STREET LINCOLN, NE 68512	GEORGE TURNER SAMPSON CONSTRUCTION 5825 S 14TH STREET LINCOLN, NE 68512
2730 POINT COMFORT 2021 WATERLINE	\$190,359.00	12-11-2021	CITY OF POINT COMFORT P O BOX 497 POINT COMFORT, TX 77978	JOHN MERCER LYNN ENGINEERING, LLC 2200 AVENUE A BAY CITY, TX 77414 (361)782-7121
2731 ROCKPORT PURA VIDA PALMS	\$1,360,054.50	12-31-2022	HOLIGAN DEVELOPMENT LLC 16250 Knoll Trail Drive DALLAS, TX 75248	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2732 PALACIOS DRAINAGE (BRANNAN)	\$886,873.50	06-09-2022	BRANNAN PAVING COMPANY, INC. P.O. BOX 3403 VICTORIA, TX 77903	,
2734 VICTORIA ENCHANTED GARDENS	\$829,664.00	07-07-2022	NATIONS CONSTRUCTION, LLC 3418 ELSEY ST., SUITE 201 HOUSTON, TX 77009	,
2736 ROCKPORT COSTA PALMS ONSITE	\$2,053,153.40	10-31-2022	RAFTER S CONTRACTOR SVC, LLC P.O. BOX 548 CUERO, TX 77954	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466
2737 ROCKPORT PURA VIDA ONSITE	\$3,400,054.20	10-31-2022	RAFTER S CONTRACTOR SVC, LLC P.O. BOX 548 CUERO, TX 77954	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466
2738 BELLVILLE BUCKHORN WATER PLANT	\$121,705.00	04-23-2022	AUSTIN COUNTY WATER SUPPLY COR 117 NORTH GRANVILLE ST BELLVILLE, TX 77418	M.S. HARKNESS HARKNESS ENGINEERING & CONSULT 1805 HARVARD ST HOUSTON, TX 77008 (713)819-6981
2739 ISLANDS OF ROCKPORT PHASE 2	\$228,659.00		ROCKPORT ISLAND DEVELOPEMENT C 4418 HWY 35S ROCKPORT, TX 78382	,
2741 HALLETTSVILLE NORT EDC	\$1,924,344.00	09-18-2023	CITY OF HALLETTSVILLE 101 N. MAIN HALLETTSVILLE, TX 77964-2727	CRAIG BELL TRC ENGINEERS, INC. 505 E. HUNT LAND, SUITE 250 AUSTIN, TX 78752 (512)454-8716
2743 PORT ARANSAS PORT ST. DRAINAGE	\$186,370.00	05-31-2023	SHIRLEY & SONS BULKHEADING, IN P.O. BOX 429 CLEVELAND, TX 77328	,
2744 EDNA 2021 BOND PROJECT	\$2,321,057.40	06-30-2024	BRANNAN PAVING COMPANY, INC. P.O. BOX 3403 VICTORIA, TX 77903	,
2745 VICTORIA COLLEGE PARK UTILITY	\$3,848,175.27	09-25-2024	CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77901	DARREL SEIBERT CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77902 (361)485-3340

MERCER CONSTRUCTION COMPANY

Job List for Recent Projects 2.rpt

JOB DESCRIPTION	CONTRACT AMOUNT	COMP DATE	OWNER/GEN. CONTRACTOR:	ENGINEER:
2746 VICTORIA LAURENT STREET	\$1,949,925.00	10-31-2024	CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77901	DARREL SEIBERT CITY OF VICTORIA P.O. BOX 1758 VICTORIA, TX 77902 (361)485-3340
2749 SHINER AVE G UTILITIES	\$160,210.00		CITY OF SHINER P.O. BOX 308 SHINER, TX 77984	CITY OF SHINER CITY OF SHINER P.O. BOX 308 SHINER, TX 77984
2750 PORT LAVACA REPLACE 14" VALVE	\$153,710.00	04-18-2024	CITY OF PORT LAVACA 202 N. VIRGINIA PORT LAVACA, TX 77979	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2752 PALACIOS TXCDBG WATER	\$294,632.50	11-30-2024	CITY OF PALACIOS P.O. BOX 845 PALACIOS, TX 77465	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2753 REFUGIO COUNTY COLONIA WATER	\$589,244.75	10-08-2024	COUNTY OF REFUGIO 808 COMMERCE STREET REFUGIO, TX 78377	Matt Glaze URBAN ENGINEERING 2004 N. COMMERCE VICTORIA, TX 77901-5510 (361)578-9836
2754 ROCKPORT COSTA PALMS PH 2	\$317,021.50	12-31-2024	HOLIGAN DEVELOPMENT LLC 16250 Knoll Trail Drive DALLAS, TX 75248	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466
2755 ROCKPORT PURA VIDA PH 2	\$377,592.20	12-31-2024	HOLIGAN DEVELOPMENT LLC 16250 Knoll Trail Drive DALLAS, TX 75248	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466
2758 REFUGIO LOCKE STREET WATER	\$1,161,426.00	09-09-2025	COUNTY OF REFUGIO 808 COMMERCE STREET REFUGIO, TX 78377	ROBERT VIERA ARDURRA 801 NAVIGATION, SUITE 300 CORPUS CHRISTI, TX 78408 (361)883-1984
2759 VICTORIA RNR TIRE EXPRESS	\$110,215.00	08-31-2024	THRASH CONSTRUCTION SERVICES 1110 SAM R FERTITTA SHREVEPORT, LA 71101	,
2739 ISLANDS OF ROCKPORT	\$7,351,482.66	04-30-2023	ROCKPORT ISLAND DEVELOPEMENT C 4418 HWY 35S ROCKPORT, TX 78382	BRANDI KARL J. SCHWARZ & ASSOCIATES P.O. BOX 60733 CORPUS CHRISTI, TX 78466



Appendix J

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

If Non-Applicable please initial:

If Applicable please provide a copy of your membership card.

Example of membership card:

Texas Historically Underutilized Business (HUB) Certificate



Certificate/VID Number: 1842550444800
Firm/Vendor Number: 525268
Approval Date: 07-OCT-2020
Scheduled Expiration Date: 07-OCT-2024

The Texas Comptroller of Public Accounts (CPA), hereby certifies that

SERVICEBEAVER, LLC

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 09-OCT-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

Statewide HUB Program
Statewide Procurement Division

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/hpasscmbssearch/index.jsp>) or by contacting the HUB Program at 512-463-5872 or toll-free in Texas at 1-888-663-5381.

Rev. 06/19

If not a member of HUB here's information about it and how to apply.

The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.

The Historically Underutilized Business Program was created to promote full and equal procurement opportunities for small, minority-owned and women-owned businesses.

This is accomplished by completing an application and submitting it to the [Texas Statewide HUB System](#).

Once approved, the company is considered "certified" and agencies using them on contracts receive credit toward meeting established HUB goals. The HUB Program is a state level program required by law and managed by the CPA.



HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

HUB application processing timelines:

Normal processing times do not include weekends, holidays or other days the Comptroller's office is closed.

New Application: 5 months out before being reviewed

Recertification Applications: 3 months out before being reviewed

Once a fully completed application (not missing information or documentation) is provided, then a final decision will be made within 90 business days per Texas Administrative Code, Title 34, Chapter 20.288(d).

IMPORTANT: It is vital to be truthful in all documents provided for HUB certification. It is a state jail felony under Texas Penal Code §37.10 to knowingly provide false information in an application for HUB certification. It is a third-degree felony under Texas Government Code §2161.231 to apply for a state contract as a HUB vendor knowing you are not actually a HUB.

If the felony conduct prohibited under Texas Government Code §2161.231 results in the awarding of a state contract, then the act of knowingly acquiring funds derived from that felony conduct may be prosecuted under Texas Penal Code §34.02. An offense under this section is punishable as a felony regardless of the amount of funds derived from the illegal conduct. First degree felony punishment applicable if the value of the funds is \$300,000 or more.

A first-degree felony is punishable by 5-99 years or life in prison, and a fine up to \$10,000.

A third-degree felony is punishable by 2-10 years in prison, and a fine up to \$10,000.

A state jail felony is punishable by 180 days to 2 years in the state jail, and a fine up to \$10,000.

THE AMERICAN INSTITUTE OF ARCHITECTS



AIA Document A310

Bid Bond

Marsh McLennan Agency LLC
2500 City West Blvd., #2400
Houston, TX 77042
TDI Lic. #1601820 FEIN #263237576

KNOW ALL MEN BY THESE PRESENTS, that we Mercer Construction Company

as Principal, hereinafter called the Principal, and **Travelers Casualty and Surety Company of America**

a corporation duly organized under the laws of the State of Connecticut as Surety, hereinafter called the Surety, are

held and firmly bound unto City of Freeport

as Obligee, hereinafter called the Obligee, in the sum of Five Percent (5%) of Bid Amount

Dollars (\$ 5%),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Inst-Valve Installation
Project No. 2025-03

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of July, 2025

Michael Mercer (Witness)
Executive Vice-President

Kourtney Reece (Witness)

Mercer Construction Company

(Principal)

(Seal)

D.W. Gregory (Title) President

**TRAVELERS CASUALTY AND SURETY
COMPANY OF AMERICA**

(Surety)

(Seal)

Francine Hay, Attorney-in-Fact



Travelers Casualty and Surety Company of America
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

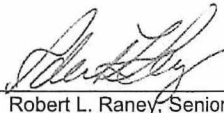
KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Francine Hay** of **HOUSTON, Texas**, their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **21st** day of **April, 2021**.



State of Connecticut

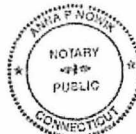
City of Hartford ss.

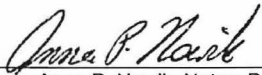
By: 
 Robert L. Raney, Senior Vice President

On this the **21st** day of **April, 2021**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2026**




 Anna P. Nowik, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

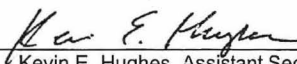
FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this **17th** day of **July**, **2025**.




 Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.



IMPORTANT NOTICE

TO OBTAIN INFORMATION OR MAKE A COMPLAINT:

You may contact Travelers Casualty & Surety Company of America, Travelers Casualty & Surety Company, Travelers Indemnity Company, Standard Fire Insurance Company and/or Farmington Casualty Company for information or to make a complaint at:

Travelers Bond
Attn: Claims
1500 Market Street
West Tower, Suite 2900
Philadelphia, PA 19102

(267) 675-3057
(267) 675-3102 Fax

You may contact the Texas Department of Insurance to obtain the information on companies, coverages, rights or complaints at:

Texas Department of Insurance
P.O. Box 149104
Austin, TX 78714-9104

(800) 252-3439

ATTACH THIS NOTICE TO YOUR BOND. This notice is for information only and does not become a part or a condition of the attached document and is given to comply with Section 2253-021, Government Code, and Section 53.202, Property Code, effective September 1, 2001.



Appendix K

BID BOND OR GUARANTEE

The State Of Texas

Surety's NO. _____

Known all men by these present, that _____

of the City of _____, County of _____, and State of _____ as

Principal, and _____, as Surety, are held and firmly bound unto the City of Freeport, Texas, a home rule municipal corporation of Brazoria County, Texas, as Obligee in the amount of: _____

(written amount); \$ _____ dollars for payment where of the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

(Project Name)

Now, Therefore, the condition of the obligation is such that is the Principal shall faithfully enter into such a written contract, then this bid bond shall be void; otherwise, this bid bond shall remain in full force and effective.

It is Expressly Understood and Agreed this if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either or such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.



Provided, further, that if any legal action is filed upon this Bond, venue shall lie in Brazoria County, State of Texas.

In Witness Whereof, the Principal and Surety does sign and seal this instrument.

This _____ day of _____ 2024.

Principal

Surety

By _____

By _____

Address: _____

Address: _____

APPROVED AS TO FORM:

Office of the City Attorney

NOTE: Attach Power of Attorney



Appendix L

ACH FORM AND W-9

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Freeport to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Freeport responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Freeport receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Freeport Finance Department.

Account Information

Name of Financial Institution: First State Bank

Financial Institute Address: 206 West North Street Louise, TX 77455

Routing Number: 113123065

Account Number: 2022702

SWIFT Code (if applicable): _____

The executed agreement must include confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: Mercer Construction Company

Printed Name: D.W. Gregory

Title: President

Contact Phone Number: (361) 782-7163

Date: July 19, 2025

Authorized Signature: _____

FOR CITY USE ONLY

Verified by: _____ Date Verified: _____

RETURN THIS FORM ONLY UPON AWARD.

Request for Taxpayer Identification Number and Certification

Go to www.irs.gov/FormW9 for instructions and the latest information.

Give form to the
requester. Do not
send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See Specific Instructions on page 3.	1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.) Mercer Construction Company	
	2 Business name/disregarded entity name, if different from above.	
	3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor ☐ C corporation ☒ S corporation ☐ Partnership ☐ Trust/estate ☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) _____	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any) _____ (Applies to accounts maintained outside the United States.)
	3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions ☐	
	5 Address (number, street, and apt. or suite no.). See instructions. 909 N Colorado Street	Requester's name and address (optional) City of Freeport 1201 North Avenue H Freeport, Texas 77541
6 City, state, and ZIP code Edna, Texas 77957		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

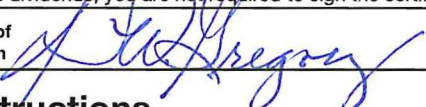
Social security number								
			-				-	
or								
Employer identification number								
7	4	-	1	4	0	5	5	9

Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here	Signature of U.S. person 	Date 07/17/2025
------------------	---	---------------------------

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

Appendix L

ACH Form and W-9

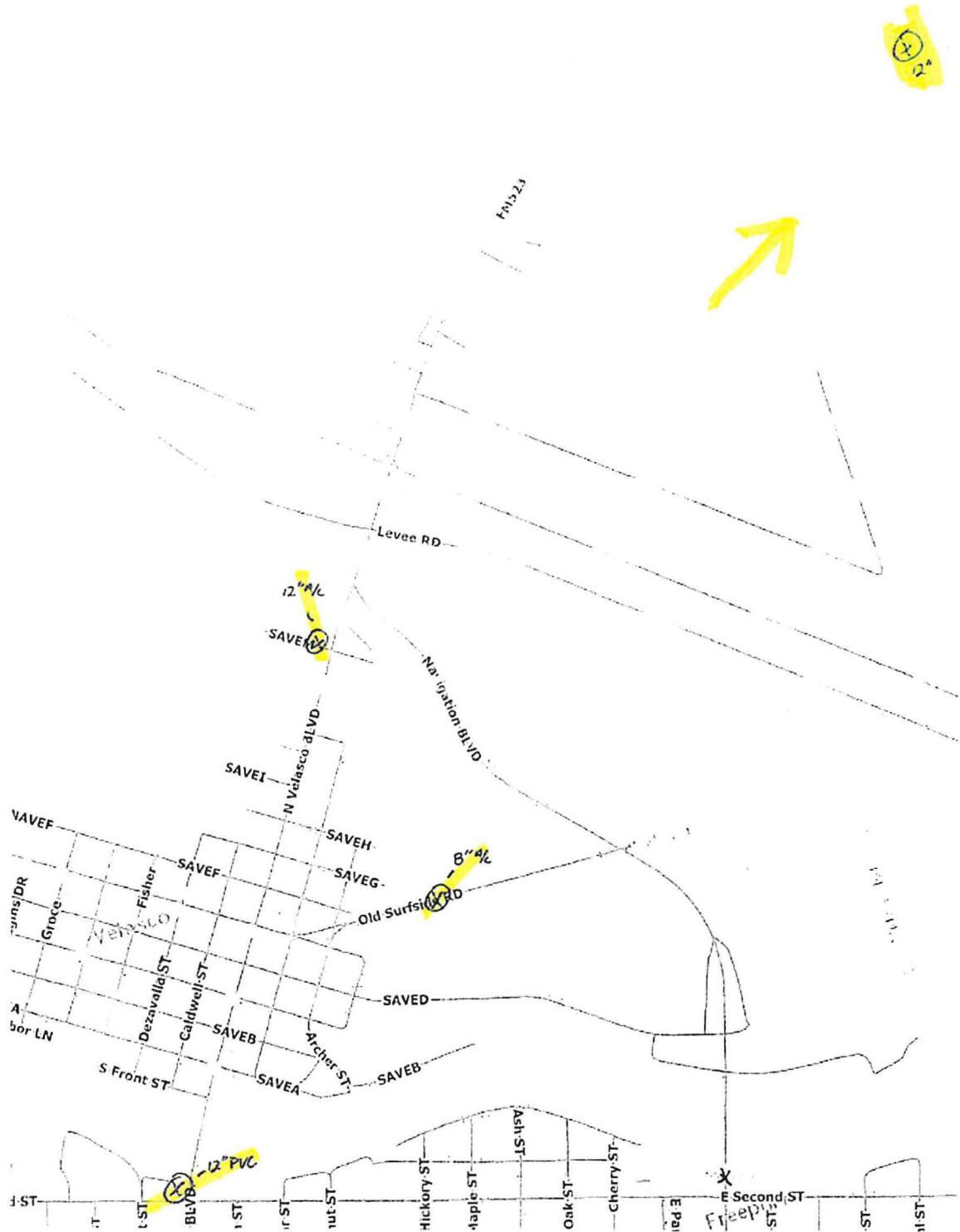
Link to online blank W-9: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

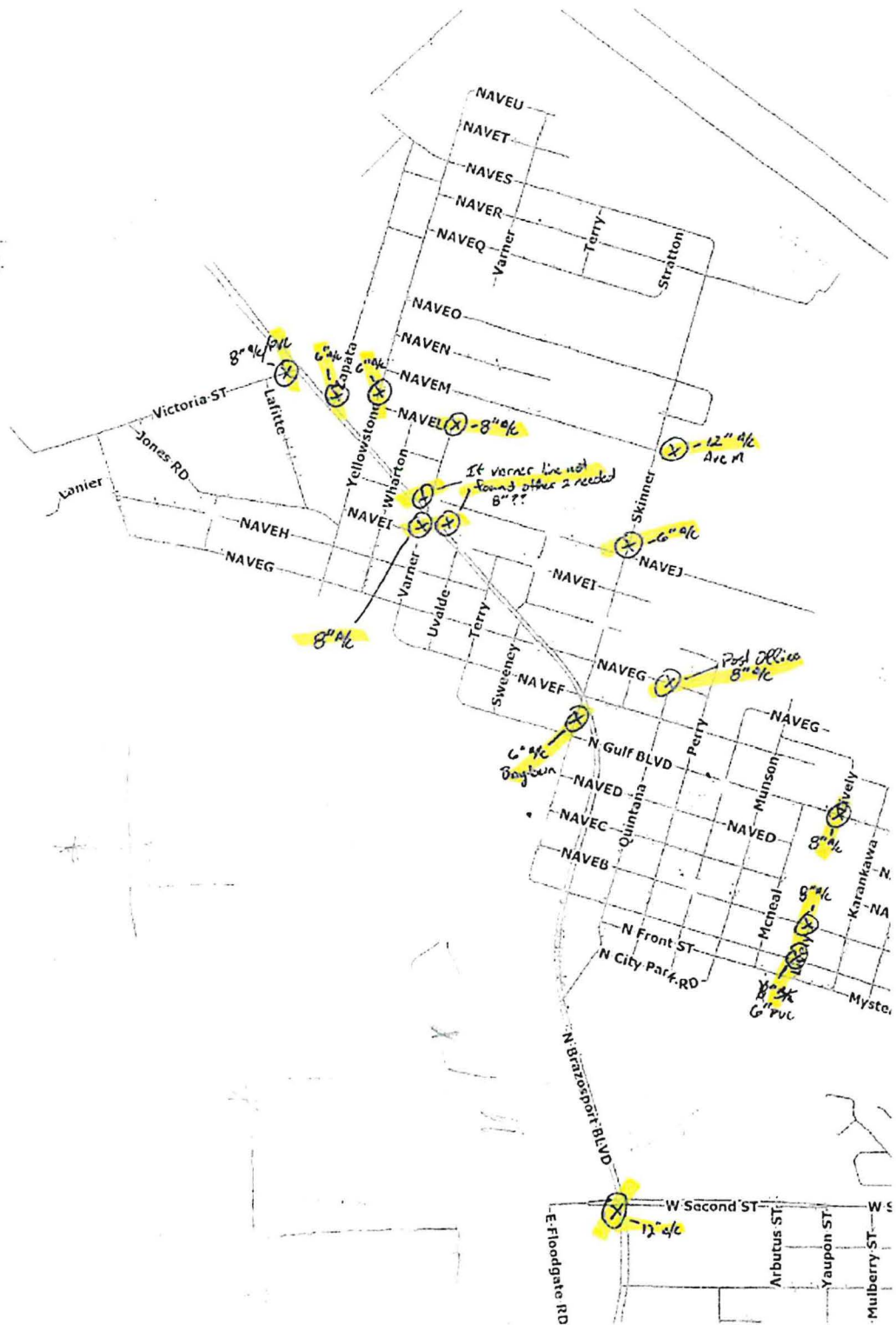
Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Print or type See Specific Instructions on page 2.	Name (as shown on your income tax return)	
	Business name/disregarded entity name, if different from above	
	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C-C corporation, S-S corporation, P-partnership) ▶ _____ ☐ Other (see instructions) ▶ _____	
	☐ Exempt payee	
	Address (number, street, and apt. or suite no.)	Requester's name and address (optional)
City, state, and ZIP code		
List account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: 1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and 2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and 3. I am a U.S. citizen or other U.S. person (defined below). Certification Instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here Signature of U.S. person ▶ _____	Date ▶ _____	
General Instructions Section references are to the Internal Revenue Code unless otherwise noted.		
Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: 1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). 2. Certify that you are not subject to backup withholding, or 3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partners' share of effectively connected income.		
Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: • An individual who is a U.S. citizen or U.S. resident alien, • A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, • An estate (other than a foreign estate), or • A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		

Cat. No. 10231X

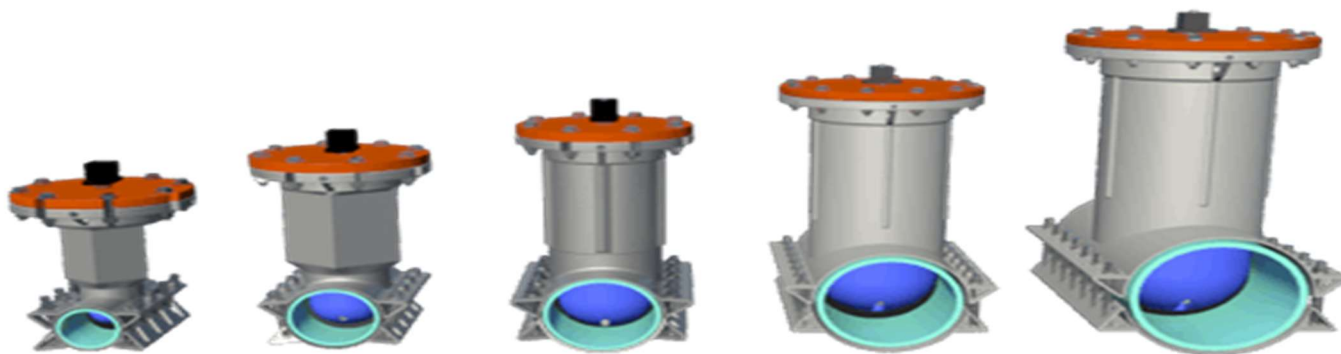
Form **W-9** (Rev. 12-2011)

RETURN THIS FORM ONLY UPON AWARD.





C:\Users\ahurst\OneDrive - City of Freeport\Documents - HR
Finance\Purchasing\RFPs\2025\2025-03 - Insta-Valve Installation



PROPOSAL FOR:

**CITY OF FREEPORT, TEXAS REQUEST FOR PROPOSALS
INSTA-VALVE INSTALLATION
RFP #2025-03**

REQUEST FOR PROPOSALS

Freeport City Hall
1201 N Avenue H
Freeport, Texas 77541

ATTN: City Secretary
1201 North Avenue H
Freeport, TX 77541

PREPARED BY:

METCO Engineering
1500 Waugh suite 110
Houston, TX 77019

METCO
ENGINEERING

Sustainability
begins with
Energy

TABLE OF CONTENTS

TABLE OF CONTENTS.....	2
COVER LETTER.....	3
EXECUTIVE SUMMARY TYPE OF ORGANIZATION/FIRM BACKGROUND	4
KEY PERSONNEL ASSIGNED TO PROJECT WITH QUALIFICATIONS	6
QUOTE COST ESTIMATES AND FEES	8
ADDENDA.....	9
APPENDIX A – PROPOSAL DOCUMENT	10
APPENDIX B – CONFLICT OF INTEREST.....	11
APPENDIX C – NEPOTISM STATEMENT	12
APPENDIX D – TEXAS PUBLIC INFORMATION ACT	13
APPENDIX E - SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION.....	14
APPENDIX F - INSURANCE REQUIREMENTS	16
APPENDIX G - INTERESTED PARTIES FOR 1295	19
APPENDIX H - REFERENCES	20
APPENDIX I - SIMILAR PROJECT HISTORYT.....	22
APPENDIX J - HISTORICALLY UNDERUTILIZED BUSINESSES	32
APPENDIX K - BID BOND.....	33
APPENDIX L - ACH FORM AND W-9.....	37

COVER LETTER

July 17, 2025

1201 North Avenue H
Freeport, TX 77541

Dear Clarisa Fernandez,

METCO Engineering, Inc. is honored to support the City of Freeport in executing the INSTA-VALVE INSTALLATION Project. This critical infrastructure upgrade aligns with METCO's mission to deliver resilient, code-compliant, and water system-efficient water distribution systems that enhance operational continuity and public safety. With a proven track record in public-sector water system infrastructure, METCO will apply its deep engineering expertise and integrated delivery capabilities to ensure the successful deployment of this water upgrade project.

METCO brings significant experience in emergency valve installations for municipal and critical government facilities across Texas. We understand the regulatory, structural, and logistical demands of essential service installations, emphasizing system reliability, automatic transfer, code compliance, and minimal operational disruption. Our method prioritizes AWWA, AWWA, IBC, and CDBG requirements while incorporating best practices for risk community development and performance assurance.

This project involves the full installation of a multiple sizes outdoor valves, pressure testing, and site restoration. All work will be executed with close attention to building standards, safety protocols, and municipal requirements to ensure a dependable and compliant installation.

METCO's team of licensed engineers, experienced technicians, and experienced project managers will work in close coordination with the City of Freeport from mobilization to commissioning. Our commitment includes detailed reporting, rigorous safety standards, stakeholder engagement, and strict schedule adherence to deliver a turnkey solution for the INSTA-VALVE INSTALLATION Project.

METCO Engineering is proud to support the City of Freeport in enhancing the resiliency and functionality of its municipal infrastructure reinforcing the City's operational efficiency and system reliability through this essential valve installation project.

Sincerely,



Garet McInroe

METCO Engineering, Inc.

11120 Petal St. #B300, Dallas, TX 75238

garet@metcoengineering.com

Tel.: (214)334-3724

EXECUTIVE SUMMARY – TYPE OF ORGANIZATION/FIRM BACKGROUND

On behalf of METCO Engineering, Inc., a corporation, it is our pleasure to submit this proposal in response to the City of Freeport's request for the installation of Insta-Valves throughout the municipal water distribution system. METCO Engineering is the ideal partner to deliver this essential infrastructure upgrade, offering the highest value in project execution, public-sector experience, and risk-managed delivery. Our team is uniquely qualified to provide dependable results in system performance, safety, and long-term operational resilience.

The City of Freeport seeks to install a new Insta-Valves in sizes 6", 8", 10", and 12" at designated locations to enhance water distribution system operational efficiency. METCO has developed this proposal to meet the City's goals of enhanced reliability and continuity of municipal services by integrating durable, high-efficiency equipment and ensuring full compliance with applicable safety and construction standards.

METCO Engineering brings both deep technical capability and strong financial standing to fully support the project through completion. Our turnkey approach includes detailed pre-construction planning, site preparation, equipment procurement, installation, commissioning, and functional testing. The City will benefit from a single, accountable partner throughout the entire process ensuring consistent communication, adherence to schedule and budget, and delivery of a critical water distribution system built for long-term reliability.

METCO Engineering has unparalleled experience implementing a wide range of water system projects, including:

1) Water Infrastructure: METCO offers a broad range of water system management solutions to help you reduce your water system costs. We use environmentally friendly sources that are economically viable and resilient to external factors. Our expert solutions include:

water system and thermal valve Systems:

- Water Infrastructure generation to meet your flow requirements.
- Reduced carbon footprint and increased cost savings in electricity bills.
- Advanced and efficient water system control box systems minimize reliance on the main grid.

District water system distribution networks:

- Independent water plants run in small communities.
- Smart water system distribution system that works in parallel with the main grid.
- Clean and efficient water system to minimize your carbon footprint.

water system Storage:

- waterful water system storage solutions to store intermittent electricity from renewable sources.
- Efficient and reliable water backup in system works and natural disasters.
- A practical solution to smooth out variable water system outputs.

2) Infrastructure Efficiency: METCO designs and installs long-term value solutions, including MEP and HVAC system installs/upgrades, building envelopes, deep water system retrofits, water system infrastructure improvements, Infrastructure Efficiency management and automations systems. Our state-of-the-art tools help you cut water system costs with time and resource efficiencies.

3) Municipal Infrastructure Management: Developing a strategy for adequate Municipal Infrastructure Management requires extensive risk assessments, periodic monitoring, and maintenance or control evaluations of water distribution methods. METCO's experts provide efficient supply management services, including water system procurement and water system cost management, demand response, and Water Infrastructure Certificates (RECs). Based on your unique system, we devise plans and effective techniques for water transmission that will benefit your bottom line over the long-term.

4) Construction and Design: METCO offers functional and aesthetic building services. We have extensive experience in multiple capacities whether it is Design Build (DB), Design-Bid-Build (DBB), General Contracting (GC), Construction Management (CM), Job Order Contracting (JOC), or any other service, our professional and tenured team utilizes advanced technologies to ensure optimal operations and pleasing visual aesthetics.

METCO Engineering, Inc. has extensive experience supporting public-sector clients—including municipalities, emergency response centers, and administrative facilities—with high-impact water infrastructure and mechanical system upgrades. We have successfully delivered critical water system reliability and valve projects that enhance operational resilience, support continuity of government services, and align with state and federal operational efficiency goals.

METCO has thoroughly reviewed the scope of work, including the proper bedding, water delivery system, water system modifications, and site restoration. Our technical team has developed a comprehensive execution plan that mitigates risk, ensures compliance, and aligns with flow rate community development protocols.

We appreciate the opportunity to submit this proposal and look forward to the potential of supporting the City of Freeport in delivering a robust, secure, and future-ready backup water distribution system for its City Hall facility.

KEY PERSONNEL ASSIGNED TO PROJECT WITH QUALIFICATIONS

The successful implementation of the City of Freeport's INSTA-VALVE INSTALLATION Project requires a multidisciplinary project team with verified credentials, technical licensure, field experience, and proven knowledge of public infrastructure. METCO Engineering, Inc. has assembled a project-specific team composed of professional engineers, project managers, superintendents, and compliance personnel all with extensive qualifications related to emergency valve system design, installation, and commissioning for critical government facilities in Texas.

At METCO Engineering, we pride ourselves on the strength and expertise of our team. Each member brings a wealth of experience and a commitment to excellence in rooftop water system installation. Below, we outline the qualifications and strengths of our team members and organization.

Barry Bagheri – CEO

- Mr. Bagheri is a registered Professional Engineer with over 30 years of experience in United States as well as England and Europe in water system, Mechanical and HVAC Systems Control Engineering. He has specialized in design and build of Control Systems, Building Automation Systems, water system Management and water Distribution for public and private facilities, such as municipal buildings, schools, universities, and hospitals. Mr. Bagheri has an outstanding background with demonstrated success applying Control Theory and Instrumentation and Advance Technology Design in Diverse Industrial Environments. As METCO's lead engineer, Mr. Bagheri mentors and guides the staff to assure total quality of all engineering and construction efforts.

Cliff Braddock – Design Manager

- Mr. Braddock's extensive experience in the water system and HVAC industry is unmatched by others. Mr. Braddock is a Certified water system Manager, LEED Accredited Professional, and a AHRAE Lifetime Member. He brings deep experience and knowledge of both sides of the meter. For electric and water utilities, Cliff launched Austin water system's multi-million dollar district water system business comprised of multiple onsite cooling and CHP systems that supply water system to over 20 MSF of buildings and \$20M+ annual revenue. Mr. Braddock continues to develop large scale innovative projects delivering guaranteed water system savings for customers seeking a resilient and sustainable clean water system future. Mr. Braddock has the vision and hands on experience to transform customers into world class water system efficient operators. He has the right balance of technical know how and financial prowess to deliver successful results across all customer classes. Cliff leads METCO's business development team in assessing opportunities for our customers as they seek pathways to a clean, sustainable and reliable water system future.

Garet McInroe – COO/Senior Project Manager

- Mr. McInroe has a bachelor's degree in Construction Science and is a Certified water system Manager (CEM), Construction Manager Building Information Modeler (CM-BIM), NABCEP

Certified PV water system Installation Professional and a Project Management Institute (PMI) Project Management Professional (PMP). Gareth has over 25 years of experience working with Vendors, Subcontractors, Software Consultants and Owners Representatives. With a unique skill set and emphasis on efficiency and technology, Gareth has managed over \$100 million in projects for the company.

QUOTE COST ESTIMATES AND FEES

\$800,000.00

EIGHT HUNDRED THOUSAND DOLLARS

ADDENDA

METCO Engineering, Inc. hereby acknowledges receipt and review of all issued amendments related to the INSTA-VALVE INSTALLATION Project Request for Proposals. Specifically, we acknowledge the following amendments:

Amendment No. 1

We confirm that all terms, clarifications, changes, and requirements outlined in the above amendments have been reviewed and incorporated into our proposal submission.



Addendum No. 1

- The solicitation states control systems are part of the scope. Please state what control system the city is looking for. These are manual valves and there are no monitoring meters associated with them. If the city wants control valves or monitoring capabilities, it must spec a different valve. **Manual Valves are what we are looking for no control or monitoring needed**
- Please confirm all areas are in grass/landscape areas and no concrete or pavement cutting/patching is required. **For the backfill requirements #2 road base material with traffic rated compaction in roads and native soil backfill not in roads. Valves can be moved in reason to accommodate grass/dirt digs but few are in road ways 1) Ave B and Lively middle of concrete road 2) Ave A and Lively in road by curb 3) Possible others depending on exact location of water line**
- Please provide a map with exact locations of the valves to be installed. **Attached as the last 2 pages of the package**
- Please confirm no plumbing license is required for this work. **To my knowledge no plumbing license is needed to install these types of valves**

THIS ADDENDUM IS ACKNOWLEDGED BY METCO ENGINEERING

APPENDIX A – PROPOSAL DOCUMENT



Appendix A

All Submissions delivered to the City of Freeport shall include this page with the submittal.	
Project Number:	2025-03
Project Title:	Insta-Valve Installation
Submittal Deadline:	Thursday, July 17, 2025 @ 2:00 p.m.
Company Information:	
Company Legal Name:	METCO Engineering, Inc.
Address:	1500 Waugh St. Suite 110
City, State & Zip	Houston, TX 77019
Federal Employers Identification Number #	20-0918019
Phone Number:	214-334-3724
E-Mail Address:	Garet@metcoengineering.com
Company Authorization	
I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.	
Printed Name of Authorized Representative:	Garet McInroe
Position of Authorized Representative:	Chief Operating Officer
Signature of Authorized Representative:	
Signed this	17th (day) of July (month), 2025 (year)

APPENDIX B – CONFLICT OF INTEREST

CONFLICT OF INTEREST QUESTIONNAIRE For vendor doing business with local governmental entity		FORM CIQ
This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session. This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a). By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code. A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.	OFFICE USE ONLY	
1 Name of vendor who has a business relationship with local governmental entity.		
2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)		
3 Name of local government officer about whom the information is being disclosed. Name of Officer		
4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary. A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor? ☐ Yes ☒ No B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity? ☐ Yes ☒ No		
5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more. None		
6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).		
7 Signature of vendor doing business with the governmental entity 07/17/25 Date		

APPENDIX C – NEPOTISM



Appendix C – Nepotism

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Freeport by completing the following:

If the Proposer or Bidder is an individual:

☐ I am **not** related by blood or marriage to any official or employee of the City of Freeport.

☐ I am related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of City Official or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are **not** related by blood or marriage to any official or employee of the City of Freeport.

☐ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of officer: Garet McInroe Chief Operating Officer

Employee and title of City Official/Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED
AS IT IS A PART OF THE SOLICITATION PACKAGE.**

APPENDIX D – TEXAS PUBLIC INFORMATION ACT



Appendix D

TEXAS PUBLIC INFORMATION ACT

Steps to Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Freeport are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission. On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Bid/Proposal sheet(s) with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

By signing this form, I acknowledge that I have read the above and:

☒ The submitted packet to the City contains **NO** confidential information and may be released to the public if required under the Texas Public Information Act.

☐ The submitted packet **contains** confidential information, which is labeled and may be found on the following pages: _____

Any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm Submitting: METCO Engineering

Signature:  Date: 07/17/25

Print Name: Garet McInroe Print Title: Chief Operating Officer

APPENDIX E – SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION



Appendix E

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies:

- (1) it does not boycott energy companies
- (2) it will not boycott energy companies during the term of this Agreement.

Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
 2. "Company" has the meaning assigned by Section 808.001, except that the term does not include sole proprietorship.
 3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.
-



Appendix E

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

I, Garet McInroe the undersigned representative of
(Person name)

METCO Engineering (here in after referred to as
Company)

(Company Name)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in Senate Bills 13, 19 and House Bill 89.

Signature of Company Representative: 

Date: 07/17/25

APPENDIX F – INSURANCE REQUIREMENTS



Appendix F

INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined below:

- A. Workers' Compensation or Employer's Liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's Liability coverage shall have a minimum limit of \$500,000 for liability arising out of any accident related to the Work.
- B. Comprehensive General Liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - 1. Contractor Liability Coverage
 - 2. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment and extending for at least two (2) years from that date.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. The Contractor shall require all of its subcontractors to provide the foregoing coverage, as well as any other coverage that Contractor considers necessary. The Contractor will require that all subcontractors maintain a comprehensive Commercial General Liability policy with a minimum limit of at least \$1,000,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Freeport accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Appendix G shall contain a clause waiving any right of subrogation against City of Freeport. Insurance policies under (B), and (C), shall include City of Freeport as an additional insured by endorsement.



Appendix F

INSURANCE REQUIREMENTS

F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:

- 1) City of Freeport shall be named as an Additional Insured with respect to General Liability and Automobile Liability.
- 2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
- 3) A waiver of subrogation in favor of City of Freeport shall be contained in the Workers Compensation and all liability policies.
- 4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Freeport of any material change in the insurance coverage.
- 5) All insurance policies shall be endorsed to the effect that City of Freeport will receive at least 60 days' notice prior to cancellation or non-renewal of the insurance.
- 6) All insurance policies, which name City of Freeport as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
- 7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
- 8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Freeport.
- 9) Insurance must be purchased from insurers rated A+ or better by AM Best.

G. All insurance must be written on forms filed with and approved by the Texas Department of insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:

- A. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
- B. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Freeport.
- C. All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

Ten days before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30)

days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
10/31/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION** IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER AssuredPartners of Texas 500 N. Central Expressway Suite 550 Plano TX 75074	CONTACT NAME: Amy Cole PHONE (A/C, No, Ext): 972-331-3704 FAX (A/C, No): 972-331-3704 E-MAIL ADDRESS: Amy.Cole@assuredpartners.com <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <th style="text-align: left;">INSURER(S) AFFORDING COVERAGE</th> <th style="text-align: left;">NAIC #</th> </tr> <tr> <td>INSURER A : Evanston Insurance Company</td> <td>35378</td> </tr> <tr> <td>INSURER B : Texas Mutual Insurance Company</td> <td>22945</td> </tr> <tr> <td>INSURER C : Berkley Assurance Company</td> <td>39462</td> </tr> <tr> <td>INSURER D : Hartford Fire Insurance Company</td> <td>19682</td> </tr> <tr> <td>INSURER E :</td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A : Evanston Insurance Company	35378	INSURER B : Texas Mutual Insurance Company	22945	INSURER C : Berkley Assurance Company	39462	INSURER D : Hartford Fire Insurance Company	19682	INSURER E :		INSURER F :	
INSURER(S) AFFORDING COVERAGE	NAIC #														
INSURER A : Evanston Insurance Company	35378														
INSURER B : Texas Mutual Insurance Company	22945														
INSURER C : Berkley Assurance Company	39462														
INSURER D : Hartford Fire Insurance Company	19682														
INSURER E :															
INSURER F :															
INSURED Metco Engineering, Inc. 6620 Lake Circle Drive Dallas TX 75214-3417	METCENG-01														

COVERAGES **CERTIFICATE NUMBER:** 406765556 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
C	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:		VUMA0097548	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 BI/PO Deductible \$ 2,500 COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ NON-OWNED AUTOS ONLY ☐ HIRED AUTOS ONLY					
A	☐ UMBRELLA LIAB ☒ OCCUR ☒ EXCESS LIAB ☐ CLAIMS-MADE DED: RETENTION \$		MKL4EUL104811	10/1/2024	10/1/2025	EACH OCCURRENCE \$ 5,000,000 AGGREGATE \$ 5,000,000
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N/A	0001226642	7/22/2024	7/22/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
D	Contractor's Equipment		46MSKI9761K2	10/12/2024	10/12/2025	Leased/Rented Equip. Deductible 100,000 1,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	---

APPENDIX G – CERTIFICATE OF INTERESTED PARTIES FORM 1295

CERTIFICATE OF INTERESTED PARTIES		FORM 1295			
		1 of 1			
Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.		OFFICE USE ONLY CERTIFICATION OF FILING			
1 Name of business entity filing form, and the city, state and country of the business entity's place of business. METCO Engineering, Inc Houston, TX United States		Certificate Number: 2025-1337979			
2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed. City of Freeport		Date Filed: 07/16/2025			
3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract. 2025-03 Valve Installation		Date Acknowledged:			
4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable) <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="text-align: center; font-size: small;">Controlling</td> <td style="text-align: center; font-size: small;">Intermediary</td> </tr> </table>	Controlling	Intermediary
Controlling	Intermediary				
5 Check only if there is NO Interested Party. ☒					
6 UNSWORN DECLARATION My name is <u>Barry Bagheri</u> , and my date of birth is <u>03/30/1956</u> . My address is <u>11120 Petal St. #B300</u> , <u>Dallas</u> , <u>TX</u> , <u>75238</u> , <u>USA</u> . (street) (city) (state) (zip code) (country) I declare under penalty of perjury that the foregoing is true and correct. Executed in <u>Dallas</u> County, State of <u>Texas</u> , on the <u>17th</u> day of <u>July</u> , 20 <u>25</u> . (month) (year) Signature of authorized agent of contracting business entity (Declarant)					

APPENDIX H – REFERENCES



Appendix H

REFERENCES

References – This section is required.

Company shall provide five references where they have performed similar and/or the same types of services as described herein. Please provide references not affiliated with the City of Freeport, or any of its employees.

Reference #1:

Client / Company Name: Texas A&M Engineering Experiment Station (TEES)	
Contact Name: Bahman Yazdani	Contact Title: Associate Director
Phone: 817-215-0000	Email: byazdani@tamu.edu
Date and Scope of Services Provided: Multiple Mechanical and energy upgrades contracts - Recently a \$15M MEP upgrade for the METRO Transit Authority completed within the last year	

Reference #2:

Client / Company Name: Brazoria County	
Contact Name: Wael Tabara	Contact Title: Assistant County Engineer
Phone: 979-864-1265	Email: WaelT@brazoriacountytx.gov
Date and Scope of Services Provided: Construction of 2 new maintenance buildings and 4 backup generators - \$2.1M project from 2024-2025	

Reference #3:

Client / Company Name: City of Dallas Parks and Recreation	
Contact Name: Johnnie Brumfield	Contact Title: Project Manager
Phone: 214-670-3059	Email: johnnie.brumfield@dallas.gov
Date and Scope of Services Provided: Multiple Mechanical upgrades and renovation projects over the last decade	



Appendix H

References

Reference #4:

Client / Company Name: Dallas Fort Worth International Airport	
Contact Name: Jesse Dillard	Contact Title: Energy Manager
Phone: (972) 973 3655	Email: jdillard@dfwairport.com
Date and Scope of Services Provided: Upgrades to the airport system	

Reference #5:

Client / Company Name: Northwest ISD	
Contact Name: Charles Ashby	Contact Title: Manager
Phone: 817-215-0130	Email: cashby@nisdtx.org
Date and Scope of Services Provided: Construction services	

APPENDIX I – SIMILAR PROJECTS

SCUP Chiller Upgrades

Houston Airport System William P. Hobby Airport

LOCATION

Houston, Texas

Provided four 1,100 ton chillers, cooling towers, and pumps at new Satellite Central Utility Plant Building.

SERVICES

General Contracting and Engineering Services

SIZE/AREA

Satellite Central Utility Plan

CONSTRUCTION COST

\$10,841,000

COMPLETION

2022

ELECTRICITY SAVINGS

(kWh/yr)

862,118

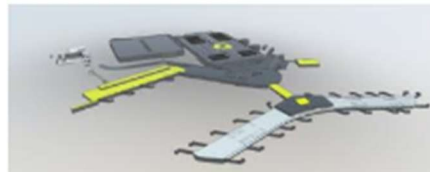
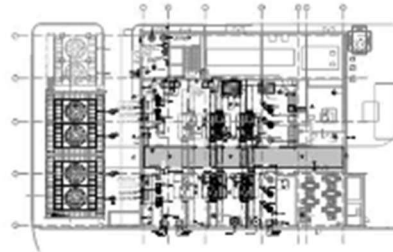
ANNUAL COST SAVINGS

(\$/yr)

\$76,891

SIMPLE PAYBACK (YRS)

30.0



Terminal A AHUs Constant Volume to VAV

Houston Airport System IAH George Bush Intercontinental Airport

LOCATION

Houston, Texas

SERVICES

General Contracting and
Engineering Services

Conversion of twenty-seven (27) existing constant air volume air handlers to variable air volume by the installation of variable frequency drives (VFDs), replacement of fan motors, and installation of the associated controls. In addition, one variable volume air handler using inlet guide vanes for capacity modulation converted to a VFD driven fan.

SIZE/AREA

Airport Terminal

CONSTRUCTION COST

\$ 557,689

COMPLETION

2021

ELECTRICITY SAVINGS

(kWh/yr)

1,481,663

ANNUAL COST

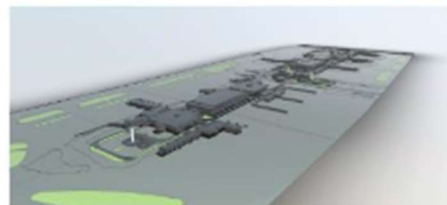
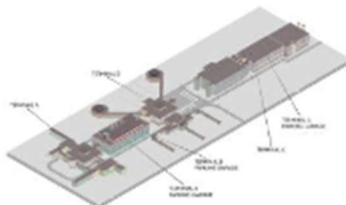
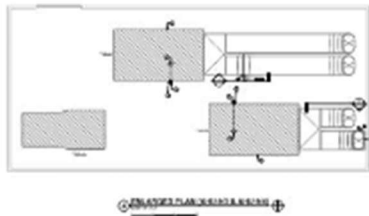
SAVINGS (\$/yr)

\$84.29

SIMPLE PAYBACK

(YRS)

6.6



TEXAS DISCOVERY GARDENS

Texas Discovery Gardens

LOCATION

Dallas, Texas

SERVICES

General Contracting and
Engineering Services

SIZE/AREA

7.5 acre organic garden

CONSTRUCTION COST

COMPLETION

2018

ELECTRICITY SAVINGS

(kWh/yr)

703,259

ANNUAL COST

SAVINGS (\$/yr)

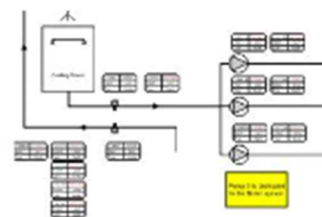
\$35,034

SIMPLE PAYBACK

(YRS)

5.89

This project consisted of retrofitting controls on constant air water source heat pumps, variable volume air water source heat pumps, and fan powered variable air volume terminal units. All sensors were also replaced. System included a Wi-Fi connection and USB Backup and restore. Added a programmable controller with LCD Display for large sized AHU.



METCO
ENGINEERING

Concourse Area Controls and VFDs

Houston Airport System William P. Hobby Airport

LOCATION

Houston, Texas

SERVICES

General Contracting and
Engineering Services

SIZE/AREA

Concourse of Airport

CONSTRUCTION COST

\$385,848

COMPLETION

2021

ELECTRICITY SAVINGS

(kWh/yr)
340,661

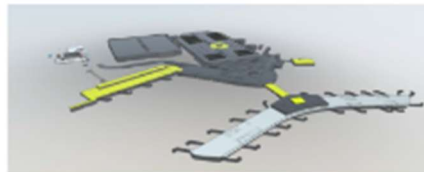
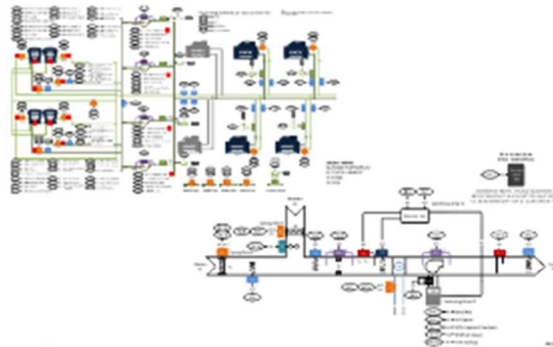
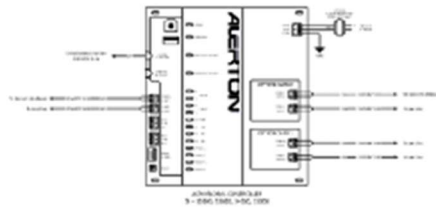
ANNUAL COST

SAVINGS (\$/yr)
\$17,842

SIMPLE PAYBACK

(YRS)
19.7

Provided upgrades and additions to the existing building automation system and an energy efficient conversion to variable volume of the existing constant speed HVAC air handling units that provides outside air in the terminal area.



Terminal A Baggage Handling System Upgrade

Houston Airport System IAH George Bush Intercontinental Airport

LOCATION

Houston, Texas

SERVICES

General Contracting and
Engineering Services

SIZE/AREA

Airport Terminal

CONSTRUCTION COST

\$1,953,066

COMPLETION

2021

ELECTRICITY SAVINGS

(kWh/yr)

1,248,833

ANNUAL COST

SAVINGS (\$/yr)

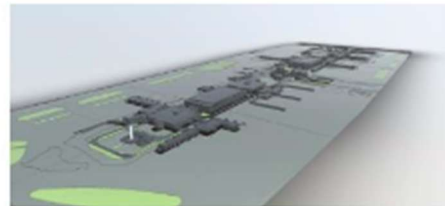
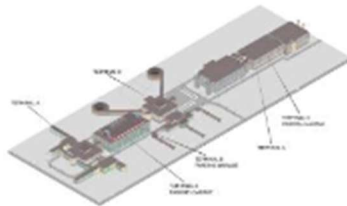
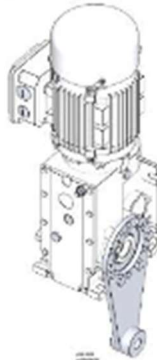
\$83,961

SIMPLE PAYBACK

(YRS)

20.0

This UCRM included removal and replacement with premium efficiency motors that are 10% to 15% more energy efficient. The gear drive was replaced with a new gear drive that is 96% efficient. In several locations the sizing of the motors was adjusted to better match the applicable loads thereby eliminating motor oversizing that contributed to excessive energy costs. Upgraded control system eliminated the need for manual controls of the equipment by the building operators maintenance staff.



HOUSTON AIRPORT- ESPC 02

Houston Airport System

LOCATION

Houston, Texas

Houston Airport System (HAS) Energy Audit at HOU

SERVICES

General Contracting & Engineering

METCO's skilled engineers upgraded the airport's HVAC system with VFDs. We installed 80% energy-efficient LED lights on the main terminal and Red garage ceiling to offer passengers with an intimate ambiance. Our experts also upgraded the concourse control systems. METCO's team integrated solar PV systems with the low-voltage distribution grid.

SIZE/AREA

General

CONSTRUCTION COST

\$12,149,649.00

COMPLETION

2021

TYPE

ESPC with TAMU Energy Systems Laboratory



EASTFIELD COLLEGE CHEMISTRY LAB RENOVATION

Dallas County Community College

LOCATION

Mesquite, Texas

SERVICES

General Contracting

SIZE/AREA

General

CONSTRUCTION COST

\$1,880,261.00

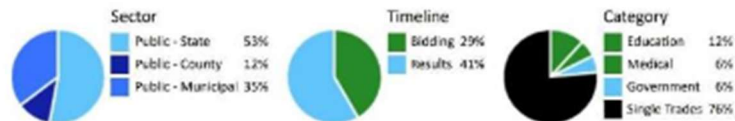
COMPLETION

2020

TYPE

Chemistry Lab Renovation

METCO renovated a chemistry lab and replaced several HVAC systems, while the building was operational and in its full capacity. This project consisted of Selective Demolition, Selective Interior Demolition, Wood, Plastics, and Composites, Rough Carpentry, Finish Carpentry, Thermal and Moisture Protection, Damp-proofing and Waterproofing, Doors and Frames, Windows, Finishes, Plaster, Gypsum Board, Ceilings, Flooring, Painting and Coating, Fire Suppression, Plumbing, Heating, Ventilating, and Air Conditioning (HVAC), Instrumentation and Control for HVAC, and HVAC Air Distribution.



BACHMAN RECREATION CENTER

City of Dallas

LOCATION

Dallas, Texas

SERVICES

General Contracting and
Engineering Services

SIZE/AREA

General

CONSTRUCTION COST

COMPLETION

2017

ELECTRICITY SAVINGS

(kWh/yr)

703,259

ANNUAL COST

SAVINGS (\$/yr)

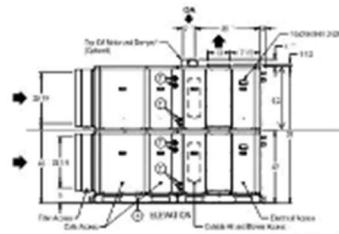
\$35,034

SIMPLE PAYBACK

(YRS)

5.89

Energy efficient pool condenser unit upgrade.
Added Outdoor Economizer Motorized Damper.
Added Unit Control Command Center c/w Remote Panel
BACnet IP for BACnet interface.



METCO
ENGINEERING

CHILDRENS AQUARIUM

Dallas Zoo

LOCATION

Dallas, Texas

The project consisted of replacing cooling tower, air handling units, and controls.

SERVICES

General Contracting and Engineering Services

SIZE/AREA

General

CONSTRUCTION COST

COMPLETION

2020

ELECTRICITY SAVINGS

(kWh/yr)

703,259

ANNUAL COST SAVINGS

(\$/yr)

\$35,034

SIMPLE PAYBACK (YRS)

5.89



APPENDIX J – HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)



Appendix J

HISTORICALLY UNDERUTILIZED BUSINESSES (HUB)

If Non-Applicable please initial: GM

If Applicable please provide a copy of your membership card.

Example of membership card:



If not a member of HUB here's information about it and how to apply.

The Statewide Procurement Division Historically Underutilized Business (HUB) Program administers the HUB program in accordance with Texas Government Code Section 2161 and Texas Administrative Code, Title 34, Chapter 20, Subchapter D, Division 1, Sections 20.281 to 20.298.

The Historically Underutilized Business Program was created to promote full and equal procurement opportunities for small, minority-owned and women-owned businesses.

This is accomplished by completing an application and submitting it to the [Texas Statewide HUB System](#).

Once approved, the company is considered "certified" and agencies using them on contracts receive credit toward meeting established HUB goals. The HUB Program is a state level program required by law and managed by the CPA.

APPENDIX K – BID BOND OR GAURANTEEE



Appendix K

BID BOND OR GUARANTEE

The State Of Texas

Surety's NO. N/A

Known all men by these present, that Metco Engineering, Inc.

of the City of Dallas, County of Dallas, and State of Texas as

Principal, and The Hanover Insurance Company, as Surety, are held and firmly bound unto the City of Freeport, Texas, a home rule municipal corporation of Brazoria County, Texas, as Obligee in the amount of: Five Percent of Greatest Amount Bid

(written amount); \$ 5% G.A.B. dollars for payment where of the said Principal and Surety bind themselves, and their heirs, administrators, executors, successors, and assigns, jointly and severally, firmly by these presents.

Whereas, the Principal has submitted a bid to enter into a certain written contract with the Obligee for:

2025-03 - Insta-Valve Installation

(Project Name)

Now, Therefore, the condition of the obligation is such that is the Principal shall faithfully enter into such a written contract, then this bid bond shall be void; otherwise, this bid bond shall remain in full force and effective.

It is Expressly Understood and Agreed this if the Principal withdraws its Bid any time after such Bid is opened and before official rejection of such Bid by Obligee or, if the Principal is successful in securing the award of the contract, and fails to enter into the Contract or furnish satisfactory Performance and Payment Bonds (if required), the Obligee, in either or such events, shall be entitled and is hereby given the right to collect the full amount of this Bid Bond as liquidated damages.



Provided, further, that if any legal action is filed upon this Bond, venue shall lie in Brazoria County, State of Texas.

In Witness Whereof, the Principal and Surety does sign and seal this instrument.

This 17th day of July 2025.

Metco Engineering, Inc.

Principal

By  _____

Address: 11120 Petal St., Suite B300

Dallas, TX 75238

The Hanover Insurance Company

Surety

By  _____

Felix Navejar, Attorney-in-Fact

Address: 440 Lincoln Street

Worcester, MA 01653

APPROVED AS TO FORM:

Office of the City Attorney



NOTE: Attach Power of Attorney



Texas Complaint Notice

Commercial Lines

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call The Hanover Insurance Company/
Citizens Insurance Company of America's toll-free
telephone number for information or to make a
complaint at:

1-800-343-6044

You may also write to The Hanover Insurance Company/
Citizens Insurance Company of America at:

440 Lincoln Street
Worcester, MA 01653

You may contact the Texas Department of Insurance
to obtain information on companies, coverages,
rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium
or about a claim you should contact the agent or the
company first. If the dispute is not resolved, you may
contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This
notice is for information only and does not become
a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de
The Hanover Insurance Company/Citizens Insurance
Company of America's para informacion o para
someter una queja al:

1-800-343-6044

Usted tambien puede escribir a The Hanover Insurance
Company/Citizens Insurance Company of America al:

440 Lincoln Street
Worcester, MA 01653

Puede comunicarse con el Departamento de Seguros
de Texas para obtener informacion acerca de
compañías, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P. O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: <http://www.tdi.texas.gov>
E-mail: ConsumerProtection@tdi.texas.gov

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un
reclamo, debe comunicarse con el agente o la com-
pania primero. Si no se resuelve la disputa, puede
entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA: Este aviso es solo
para proposito de informacion y no se convierte en
parte o condicion del documento adjunto.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA

POWER OF ATTORNEY

THIS Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated.

KNOW ALL PERSONS BY THESE PRESENTS:

That THE HANOVER INSURANCE COMPANY and MASSACHUSETTS BAY INSURANCE COMPANY, both being corporations organized and existing under the laws of the State of New Hampshire, and CITIZENS INSURANCE COMPANY OF AMERICA, a corporation organized and existing under the laws of the State of Michigan, (hereinafter individually and collectively the "Company") does hereby constitute and appoint,

Eric Lesch, Melissa Lesch and/or Felix Navejar

Of PCL Contract Bonding Agency of Irving, TX each individually, if there be more than one named, as its true and lawful attorney(s)-in-fact to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, any and all surety bonds, recognizances, undertakings, or other surety obligations. The execution of such surety bonds, recognizances, undertakings or surety obligations, in pursuance of these presents, shall be as binding upon the Company as if they had been duly signed by the president and attested by the secretary of the Company, in their own proper persons. Provided however, that this power of attorney limits the acts of those named herein; and they have no authority to bind the Company except in the manner stated and to the extent of any limitation stated below:

Any such obligations in the United States, not to exceed Fifty Million and No/100 (\$50,000,000) in any single instance

That this power is made and executed pursuant to the authority of the following Resolutions passed by the Board of Directors of said Company, and said Resolutions remain in full force and effect:

RESOLVED: That the President or any Vice President, in conjunction with any Vice President, be and they hereby are authorized and empowered to appoint Attorneys-in-fact of the Company, in its name and as its acts, to execute and acknowledge for and on its behalf as surety, any and all bonds, recognizances, contracts of indemnity, waivers of citation and all other writings obligatory in the nature thereof, with power to attach thereto the seal of the Company. Any such writings so executed by such Attorneys-in-fact shall be binding upon the Company as if they had been duly executed and acknowledged by the regularly elected officers of the Company in their own proper persons.

RESOLVED: That any and all Powers of Attorney and Certified Copies of such Powers of Attorney and certification in respect thereto, granted and executed by the President or Vice President in conjunction with any Vice President of the Company, shall be binding on the Company to the same extent as if all signatures therein were manually affixed, even though one or more of any such signatures thereon may be facsimile. (Adopted October 7, 1981 – The Hanover Insurance Company; Adopted April 14, 1982 – Massachusetts Bay Insurance Company; Adopted September 7, 2001 – Citizens Insurance Company of America and affirmed by each Company on March 24, 2014)

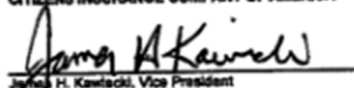
IN WITNESS WHEREOF, THE HANOVER INSURANCE COMPANY, MASSACHUSETTS BAY INSURANCE COMPANY and CITIZENS INSURANCE COMPANY OF AMERICA have caused these presents to be sealed with their respective corporate seals, duly attested by two Vice Presidents, this 11th day of April, 2023.

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


Bryan J. Edwards, Executive Vice President



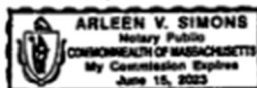
THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


James H. Kowalski, Vice President



THE COMMONWEALTH OF MASSACHUSETTS }
COUNTY OF WORCESTER } ss.

On this 11th day of April, 2023 before me came the above named Executive Vice President and Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, to me personally known to be the individuals and officers described herein, and acknowledged that the seals affixed to the preceding instrument are the corporate seals of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, respectively, and that the said corporate seals and their signatures as officers were duly affixed and subscribed to said instrument by the authority and direction of said Corporations.




Arleen V. Simons, Notary Public
My Commission Expires June 15, 2023

I, the undersigned Vice President of The Hanover Insurance Company, Massachusetts Bay Insurance Company and Citizens Insurance Company of America, hereby certify that the above and foregoing is a full, true and correct copy of the Original Power of Attorney issued by said Companies, and do hereby further certify that the said Powers of Attorney are still in force and effect.

GIVEN under my hand and the seals of said Companies, at Worcester, Massachusetts, this 17th day of July, 2025.

CERTIFIED COPY

THE HANOVER INSURANCE COMPANY
MASSACHUSETTS BAY INSURANCE COMPANY
CITIZENS INSURANCE COMPANY OF AMERICA


John A. Renssler, Vice President



APPENDIX L – ACH FORM AND W-9



Appendix L

ACH FORM AND W-9

ACH Payment Agreement Form

Authorization Agreement

I hereby authorize the City of Freeport to initiate ACH deposits to my account at the financial institution named below.

Further, I agree not to hold the City of Freeport responsible for any delay or loss of funds due to incorrect or incomplete information supplied by me or by my financial institution, or due to an error on the part of my financial institution in depositing funds to my account.

This agreement will remain in effect until the City of Freeport receives a written notice of cancellation from me or my financial institution, or until I submit a new ACH Payment Agreement Form to the City of Freeport Finance Department.

Account Information

Name of Financial Institution: _____

Financial Institute Address: _____

Routing Number: _____

Account Number: _____

SWIFT Code (if applicable): _____

The executed agreement must include confirmation of the banking information from an Authorized Bank Official on bank letterhead with the Authorized Bank Official's business card.

Signature

Company Name: _____

Printed Name: _____ Title: _____

Contact Phone Number: _____ Date: _____

Authorized Signature: _____

FOR CITY USE ONLY

Verified by: _____ Date Verified: _____

RETURN THIS FORM ONLY UPON AWARD.



Appendix L

ACH Form and W-9

Link to online blank W-9: <https://www.irs.gov/pub/irs-pdf/fw9.pdf>

Form W-9 (Rev. December 2011) Department of the Treasury Internal Revenue Service	Request for Taxpayer Identification Number and Certification	Give Form to the requester. Do not send to the IRS.
Name (as shown on your income tax return)		
Business name/partnership/other entity name, if different from above		
Print or type See Specific Instructions on page 2	Check appropriate box for federal tax classification: ☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶ ☐ Other (see Instructions) ▶	
	Address (number, street, and apt. or suite no.)	
	City, state, and ZIP code	
	Exempt payee ☐	
Requester's name and address (optional)		
Ubl account number(s) here (optional)		
Part I Taxpayer Identification Number (TIN) Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I Instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see <i>How to get a TIN</i> on page 3. Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.		
Part II Certification Under penalties of perjury, I certify that: - The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and - I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and - I am a U.S. citizen or other U.S. person (defined below). Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 4.		
Sign Here Signature of U.S. person ▶ Date ▶		
General Instructions Section references are to the Internal Revenue Code unless otherwise noted. Purpose of Form A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA. Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to: - Certify that the TIN you are giving is correct (or you are waiting for a number to be issued). - Certify that you are not subject to backup withholding, or - Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the withholding tax on foreign partner's share of effectively connected income. Note. If a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9. Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are: - An individual who is a U.S. citizen or U.S. resident alien, - A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States, - An estate (other than a foreign estate), or - A domestic trust (as defined in Regulations section 301.7701-7). Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax on any foreign partners' share of income from such business. Further, in certain cases where a Form W-9 has not been received, a partnership is required to presume that a partner is a foreign person, and pay the withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid withholding on your share of partnership income.		
CSE No. 10051X Form W-9 (Rev. 12-2011)		

RETURN THIS FORM ONLY UPON AWARD.



Cover Letter

Branch Construction Group, LLC, a corporation established in Texas, is a trusted leader in Infrastructure, Operations & Compliance, Facilities Construction, and Design & Engineering. We proudly serve the diverse needs of municipal and industrial clients with experienced multidisciplinary teams that deliver **turnkey construction solutions, water and wastewater management services, and operations support** – ensuring safe, compliant, and cost-effective outcomes.

Our expertise spans **emergency and planned repairs, routine maintenance and comprehensive project management**. Whether it's a one-time project routine, or an ongoing and partnership, we focus on delivering high-quality service that keeps your systems running smoothly and efficiently.

From environmentally conscious design to hands-on field execution, Branch Construction Group brings reliability, innovation, and experience to every project. With multiple operational bases, our team is always prepared to respond—wherever and whenever we're needed.

We're genuinely excited about the opportunity to **collaborate with the City of Freeport** on the **Insta-Valve Installation Project** and look forward to the possibility of serving your community with the highest standards of quality and efficiency.

The contact person for this project is:

JW Gordin JWGORDIN@BRANCHCONSTRUCTIONGROUP.COM

(281) 678-8248

Sincerely,

A blue ink signature of JW Gordin III, written in a cursive style, positioned above a horizontal line.

Owner, JW Gordin III, Chief Field Operations

A blue ink signature of John Ashworth, written in a cursive style, positioned above a horizontal line.

Owner, John Ashworth, Chief Commercial Operations



REQUEST FOR PROPOSAL

Project No. 2025-03

Project Name: Insta-Valve Installation

When Submitting a Sealed Packet, Please Mark the Envelope with your Company name along with the Project Name and Number.

Submissions Due Date:

Thursday, July 17, 2025, at 2:00 PM CST

No Submissions after the above deadline will be accepted.

No Mandatory pre-project conference

If "Yes" it will be held at:

N/A

On the following date and time:

N/A

CITY OF FREEPORT
1201 North Avenue H Freeport, TX 77541
979-233-3526

THE AMERICAN INSTITUTE OF ARCHITECTS

AIA Document A310 Bid Bond

KNOW ALL MEN BY THESE PRESENTS, THAT WE Branch Construction Group LLC
1621 FM 517 Road East, Suite D, Dickinson, TX 77539

as Principal, hereinafter called the Principal, and The Gray Casualty & Surety Company
P.O. Box 6202, Metairie, LA 70009-6202

a corporation duly organized under the laws of the State of LA

as Surety, hereinafter called the Surety, are held and firmly bound unto City of Freeport

1201 North Avenue H, Freeport, TX 77541

as Obligee, hereinafter called the Obligee, in the sum of Five Percent of the Greatest Amount Bid

Dollars (\$ 5% G.A.B.),

for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for Insta-Valve Installation

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and materials furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 17th day of July, 2025

Branch Construction Group LLC

(Principal)

(Seal)

(Witness)

By: Jacinda III

(Title)

The Gray Casualty & Surety Company

(Surety)

(Witness)

By: Jillian O'Neal

Attorney-in-Fact Jillian O'Neal

(Title)

Surety Phone No.

AIA DOCUMENT A310 • BID BOND • AIA • FEBRUARY 1970 ED. • THE AMERICAN
INSTITUTE OF ARCHITECTS, 1735 N.Y. AVE., N.W., WASHINGTON, D.C. 20006

THE GRAY INSURANCE COMPANY
THE GRAY CASUALTY & SURETY COMPANY

GENERAL POWER OF ATTORNEY

Bond Number: Bid Bond
Principal: Branch Construction Group LLC
Obligee: City of Freeport

KNOW ALL BY THESE PRESENTS, THAT The Gray Insurance Company and The Gray Casualty & Surety Company, corporations duly organized and existing under the laws of Louisiana, and having their principal offices in Metairie, Louisiana, do hereby make, constitute, and appoint: Jillian O'Neal

on behalf of each of the Companies named above its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its deed, bonds, or other writings obligatory in the nature of a bond, as surety, contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract of suretyship executed under this authority shall exceed the amount of \$25,000,000.00.

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of both The Gray Insurance Company and The Gray Casualty & Surety Company at meetings duly called and held on the 26th day of June, 2003.

"RESOLVED, that the President, Executive Vice President, any Vice President, or the Secretary be and each or any of them hereby is authorized to execute a power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings, and all contracts of surety, and that each or any of them is hereby authorized to attest to the execution of such Power of Attorney, and to attach the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be binding upon the Company now and in the future when so affixed with regard to any bond, undertaking or contract of surety to which it is attached.

IN WITNESS WHEREOF, The Gray Insurance Company and The Gray Casualty & Surety Company have caused their official seals to be hereinto affixed, and these presents to be signed by their authorized officers this 28th day of October, 2021.



By:

Michael T. Gray

Michael T. Gray
President
The Gray Insurance Company

Cullen S. Piske

Cullen S. Piske
President
The Gray Casualty & Surety Company



State of Louisiana

ss:

Parish of Jefferson

On this 28th day of October, 2021, before me, a Notary Public, personally appeared Michael T. Gray, President of The Gray Insurance Company, and Cullen S. Piske, President of The Gray Casualty & Surety Company, personally known to me, being duly sworn, acknowledged that they signed the above Power of Attorney and affixed the seals of the companies as officers of, and acknowledged said instrument to be the voluntary act and deed, of their companies.



Leigh Anne Henican
Notary Public
Notary ID No. 92653
Orleans Parish, Louisiana

Leigh Anne Henican

Leigh Anne Henican
Notary Public, Parish of Orleans State of Louisiana
My Commission is for Life

I, Mark S. Manguno, Secretary of The Gray Insurance Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17th day of July, 2025.

Mark S. Manguno

I, Leigh Anne Henican, Secretary of The Gray Casualty & Surety Company, do hereby certify that the above and forgoing is a true and correct copy of a Power of Attorney given by the companies, which is still in full force and effect. IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Company this 17th day of July, 2025.

Leigh Anne Henican





The Gray Insurance Company
The Gray Casualty & Surety Company

Statutory Complaint Notice

To obtain information or to make a complaint:

You may contact the Surety via telephone for information or to make a complaint at: 1-504-754-6711.

You may also write to the Surety at:

Gray Surety
P.O. Box 6202
Metairie, LA 70009-6202

You may also contact the Texas Department of Insurance to obtain information on companies, coverage, rights or complaints at 1-800-252-3439. You may write to the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9104
Fax: 512-475-1771

PREMIUM OR CLAIM DISPUTES: Should you have a dispute concerning your premium or about a claim, you should contact the Surety first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY: This notice is for information only and does not become part of condition of the attached document. This notice is written under a complete reservation of rights. Nothing herein shall be deemed to be an estoppel, waiver or modification of any of Gray's rights or defenses, and Gray hereby reserves all of its rights and defenses under any general agreement of indemnity, contracts, agreements, bonds, or applicable law.



SPECIFIED LOCATIONS & VALVE SIZES

Valve Size	Location	Cost \$
8" a/c pipe	2011 North Brazosport Blvd (side of property)	\$16,576.00
6" a/c pipe	1924 North Brazosport Blvd (rear of property)	\$16,026.00
6" a/c pipe	1713 Yellowstone (front of property)	\$16,026.00
8" a/c pipe	1702 North Ave L (side of property)	\$16,576.00
8" a/c pipe	1605 North Brazosport Blvd (side of property)	\$16,576.00
8" a/c pipe	1622 North Brazosport Blvd (front of property)	\$16,576.00
8" a/c pipe	1614 North Brazosport Blvd (front of property)	\$16,576.00
12" a/c pipe	1124 North Ave M (front of property)	\$25,926.00
6" a/c pipe	1206 North Ave J (side of property)	\$16,026.00
8" a/c pipe	924 North Ave F (rear of property)	\$16,576.00
6" a/c pipe	1202 Skinner (front of property)	\$16,026.00
8" a/c pipe	401 Gulf Blvd (front of property)	\$16,576.00
8" a/c pipe	423 North Ave B (front of property)	\$16,576.00
6" a/c pipe	424 North Ave A (front of property)	\$16,026.00
12" a/c pipe	301 South Brazosport Blvd (front of property)	\$25,926.00
12" PVC pipe	1106 South Velasco (side of property)	\$25,926.00
12" a/c pipe	324 South Ave M (front of property)	\$25,926.00
8" a/c pipe	820 Old Surfside Rd (across the street)	\$16,576.00
12" a/c pipe	4136 HWY 332 (across the HWY – have to get past the pipe line corridor)	\$25,926.00
	TOTAL	\$ 358,944.00

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
2025-1327110

Date Filed:
06/20/2025

Date Acknowledged:

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

Branch Construction Group LLC.
Dickinson, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

City of Freeport

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

2025-03
Insta-Valve Installation on A/C pipe

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary

5 Check only if there is NO Interested Party.



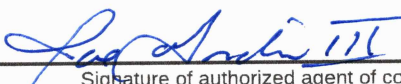
6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)


Signature of authorized agent of contracting business entity
(Declarant)



Appendix A

All Submissions delivered to the City of Freeport shall include this page with the submittal.

Project Number:	2025-03
Project Title:	Insta - Valve Installation
Submittal Deadline:	Thursday, July 17, 2025 @ 2:00 p.m.

Company Information:

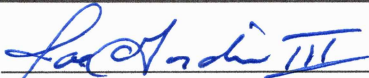
Company Legal Name:	Branch Construction Group LLC.
Address:	1621 FM 517 Road E Suite D
City, State & Zip	Dickinson Tx. 77539
Federal Employers Identification Number #	
Phone Number:	281-678-8248
E-Mail Address:	branchconstructiongroup.com

Company Authorization

I, the undersigned, have the authority to execute this Proposal in its entirety as submitted and enter into an agreement on behalf of the Proposer.

Printed Name of Authorized Representative: Joe Gordin III

Position of Authorized Representative: C.F.O

Signature of Authorized Representative: 

Signed this 17th (day) of July (month), 2025 (year)



Appendix C – Nepotism

FAILURE TO COMPLETE THIS ATTACHMENT SHALL RESULT IN THE BID OR PROPOSAL "NON-RESPONSIVE."

The Bidder or Proposer or any officer, if the Bidder or Proposer is other than an individual, shall state whether Bidder or Proposer has a relationship, either by blood or marriage, with any official or employee of the City of Freeport by completing the following:

If the Proposer or Bidder is an individual:

☒ I am **not** related by blood or marriage to any official or employee of the City of Freeport.

☐ I am related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of City Official or employee: _____

Relationship: _____

If the Bidder or Proposer is **NOT** an individual:

☒ The officers of the company submitting this bid or proposal are **not** related by blood or marriage to any official or employee of the City of Freeport.

☐ The officers of the company submitting this Proposal are related by blood or marriage to the following official(s) or employee(s) of the City of Freeport.

Name and title of officer: _____

Employee and title of City Official/Employee: _____

Relationship: _____

**THIS DOCUMENT MUST BE COMPLETED AND SUBMITTED
AS IT IS A PART OF THE SOLICITATION PACKAGE.**



Appendix D

TEXAS PUBLIC INFORMATION ACT

Steps to Assert Information Confidential or Proprietary

All proposals, data, and information submitted to the City of Freeport are subject to release under the Texas Public Information Act ("Act") unless exempt from release under the Act. You are not encouraged to submit data and/or information that you consider to be confidential or proprietary unless it is absolutely required to understand and evaluate your submission. On each page where confidential or proprietary information appears, you must label the confidential or proprietary information. Do not label every page of your submission as confidential as there are pages (such as the certification forms and Bid/Proposal sheet(s) with pricing) that are not confidential. It is recommended that each page that contains either confidential or proprietary information be printed on colored paper (such as yellow or pink paper). At a minimum, the pages where the confidential information appears should be labeled and the information you consider confidential or proprietary clearly marked.

Failure to label the actual pages on which information considered confidential appears will be considered as a waiver of confidential or proprietary rights in the information.

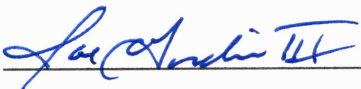
In the event a request for public information is filed with the City which involves your submission, you will be notified by the City of the request so that you have an opportunity to present your reasons for claims of confidentiality to the Texas Attorney General.

By signing this form, I acknowledge that I have read the above and:

☒ The submitted packet to the City contains **NO** confidential information and may be released to the public if required under the Texas Public Information Act.

☐ The submitted packet **contains** confidential information, which is labeled and may be found on the following pages: _____
Any information contained on page numbers not listed above may be released to the public if required under the Texas Public Information Act.

Firm Submitting: Branch Construction Group LLC

Signature:  Date: 7-17-25

Print Name: Joe Gordin III Print Title: C.F.O



Appendix E

SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

Pursuant to Senate Bill 13 of the 87th regular Texas Legislature session:

Verification Regarding Boycotting Energy Companies – Pursuant to Chapter 2274, Texas Government Code, Contractor verifies:

- (1) it does not boycott energy companies
- (2) it will not boycott energy companies during the term of this Agreement.

Contractor acknowledges this Agreement may be terminated and payment withheld if this verification is inaccurate. (Note: This provision only applies in a contract that (1) has a value of \$100,000 or more that is to be paid wholly or partly from public funds and (2) is with a for-profit entity, not including a sole proprietorship, that has ten (10) or more full-time employees.)

Pursuant to Senate Bill 19 of the 87th regular Texas Legislature session:

Discrimination Against Firearm Entities – In accordance with Texas Government Code Chapter 2274, Contractor verifies that it does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association; and will not discriminate during the term of the contract against a firearm entity or firearm trade association. This section only applies if: (i) Contractor has ten (10) or more full-time employees and (ii) this Agreement has a value of \$100,000 or more to be paid under the terms of this Agreement; and does not apply: (i) if Contractor is a sole proprietor, a non-profit entity, or a governmental entity; (ii) to a contract with a sole-source provider; or (iii) to a contract for which none of the bids from a company were able to provide the required certification.

Pursuant to Sections 2271.001, 2271.002, 808.001, Texas Government Code:

1. "Boycott Israel" means refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations specifically with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory, but does not include an action made for ordinary business purposes.
2. "Company" has the meaning assigned by Section 808.001, except that the term does not include sole proprietorship.
3. Section only applies to a contract that is between a governmental entity and a company with 10 or more full-time employees; and has a value of \$100,000 or more that is to be paid wholly or partly from public funds of the governmental entity.



Appendix E

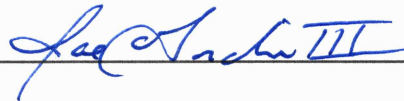
SENATE BILLS 13 & 19, HOUSE BILL 89 VERIFICATION

I, Joe Gordin III the undersigned representative of
(Person name)

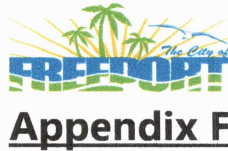
Branch Construction Group LLC (here in after referred to as
Company)

(Company Name)

being an adult over the age of eighteen (18) years of age, do hereby depose and verify under oath that the company named-above, under the provisions of Subtitle F, Title 10, Government Code Chapter 2271; depose and verify under oath that the Company, under the provisions of Subtitle A, Title 8, Government Code, is amended by adding Chapter 809; do hereby depose and verify under oath that the Company, under the provisions of Subtitle F, Title 10, Government Code, is amended by adding Chapter 2274 will not discriminate and/or boycott any of these provisions outlined and defined in Senate Bills 13, 19 and House Bill 89.

Signature of Company Representative: 

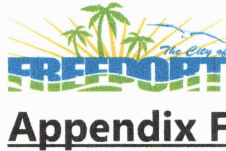
Date: 7-17-25



INSURANCE REQUIREMENTS

Contractor agrees to procure and maintain at all times, at Contractor's sole cost and expense, during the performance of the Work and for so long as this Contract remains in effect, policies of insurance with carriers Rated A+ or better by AM Best with the minimum amounts of coverage outlined below:

- A. Workers' Compensation or Employer's Liability coverage complying with the applicable laws of the State of Texas, covering all employees, agents and representatives of Contractor and all subcontractors engaged in any manner in performance of the Work. Employer's Liability coverage shall have a minimum limit of \$500,000 for liability arising out of any accident related to the Work.
- B. Comprehensive General Liability insurance, including Contractor's protective liability, in Contractor's name, with combined bodily injury and property damage of not less than \$1,000,000 per occurrence, and will include, without limitation, the following coverages:
 - 1. Contractor Liability Coverage
 - 2. Completed Operations and/or Products Liability Coverage, commencing with issuance of Final Certificate for Payment and extending for at least two (2) years from that date.
- C. Comprehensive Automobile Liability Insurance, with combined single limit bodily injury and property damage of not less than \$1,000,000 per occurrence. Such coverage shall include owned, hired, and non-owned vehicles of Contractor or Contractor's employees, agents, representatives, or subcontractors.
- D. The Contractor shall require all of its subcontractors to provide the foregoing coverage, as well as any other coverage that Contractor considers necessary. The Contractor will require that all subcontractors maintain a comprehensive Commercial General Liability policy with a minimum limit of at least \$1,000,000 per occurrence. Any exclusion shall first be approved by Owner. It is the responsibility of the Contractor to assure compliance with this provision. City of Freeport accepts no responsibility arising from the conduct, or lack of conduct, of the Subcontractor.
- E. All insurance policies required by this Appendix G shall contain a clause waiving any right of subrogation against City of Freeport. Insurance policies under (B), and (C), shall include City of Freeport as an additional insured by endorsement.



INSURANCE REQUIREMENTS

- F. With reference to the foregoing insurance requirement, Contractor shall specifically endorse applicable insurance policies as follows:
- 1) City of Freeport shall be named as an Additional Insured with respect to General Liability and Automobile Liability.
 - 2) All liability policies shall contain no cross-liability exclusions or insured versus insured restrictions.
 - 3) A waiver of subrogation in favor of City of Freeport shall be contained in the Workers Compensation and all liability policies.
 - 4) All insurance policies shall be endorsed to require the insurer to immediately notify City of Freeport of any material change in the insurance coverage.
 - 5) All insurance policies shall be endorsed to the effect that City of Freeport will receive at least 60 days' notice prior to cancellation or non-renewal of the insurance.
 - 6) All insurance policies, which name City of Freeport as an additional insured, must be endorsed to read as primary coverage regardless of the application of other insurance.
 - 7) Required limits may be satisfied by any combination of primary and umbrella liability insurances.
 - 8) Contractor may maintain reasonable and customary deductibles, subject to approval by City of Freeport.
 - 9) Insurance must be purchased from insurers rated A+ or better by AM Best.
- G. All insurance must be written on forms filed with and approved by the Texas Department of insurance. Certificates of Insurance shall be prepared and executed by the insurance company or its authorized agent and shall contain provisions representing and warranting the following:
- A. Sets forth all endorsements and insurance coverage according to requirements and instructions contained herein.
 - B. Shall specifically set forth the notice-of-cancellation or termination provisions to City of Freeport.
 - C. All contractors and subcontractors must meet minimum OSHA safety requirements as applicable to their operations.

Ten days before the Contract is signed, and at any time following execution thereof at the request of the Owner, furnish Owner with a certificate and proof of such additional endorsements or other documentary evidence that the aforementioned insurance policies have been procured with such additional endorsements, that premiums have been paid and that such policies remain in place. Such certificate or other evidence shall bear an agreement that Owner will be given thirty (30)



days prior written notice by the Insurance Company furnishing the certificate before the insurance is cancelled or changed in any manner or for any reason during the period of coverage as stated on the certificate.



CERTIFICATE OF INTERESTED PARTIES FORM 1295

In 2015, the Texas Legislature adopted House Bill 1295, which added section 2252.908 of the Government Code and, as it applies to contracts entered on or after January 1, 2016. The law states that a governmental entity may not enter certain contracts with a business entity unless the business entity submits a disclosure of interested parties to the governmental entity at the time the business entity submits the signed contract to the governmental entity. The law applies to all contracts/purchases of a governmental entity that require an action or vote by the governing body of the entity.

Interested party means:

- (1) a person who has a controlling interest in the business with whom a governmental entity
or state agency contracts; or
- (2) a person who actively participates in facilitating a contract or negotiating the terms of a contract with the governmental entity or state agency, including a broker, adviser, attorney, or intermediary for the business entity.

Controlling interest means:

- (1) ownership interest or participating interest in a business entity by virtue of units, percentage, shares, stock, or otherwise that exceeds 10 percent;
- (2) membership on the board of directors or other governing body of a business entity of which the board or other governing body is composed of not more than 10 members;
- (3) service as an officer of a business entity that has four or fewer officers, or service as one of the four officers most highly compensated by a business entity that has more than four officers.

You must fill out this form electronically, Form 1295, on the Texas Ethics Commission website (www.ethics.state.tx.us/File), whether you have an interested party claim or not. Then print, sign, and file with your bid. There are exemptions to electronic filing. Please read the information provided on the Texas Ethics Commission website.



Appendix H

REFERENCES

References – This section is required.

Company shall provide five references where they have performed similar and/or the same types of services as described herein. Please provide references not affiliated with the City of Freeport, or any of its employees.

Reference #1:

Client / Company Name: City of Hitchcock	
Contact Name: Leroy Thomas C.W.P	Contact Title: Director of Public Works
Phone: (409)986-5591	Email: lthomas@cityofhitchcock.org
Date and Scope of Services Provided: 7/2024 Repipe of Discharge and Suction pip on lift station	

Reference #2:

Client / Company Name: City of La Porte	
Contact Name: Jameson Appel	Contact Title: Assistant Director Public Works
Phone: (281)470-5135	Email: appelj@laportetx.gov
Date and Scope of Services Provided: 11/2024 Infrastructure Rehab	

Reference #3:

Client / Company Name: City of Jamacia Beach	
Contact Name: Gilbert Salas	Contact Title:
Phone:	Email: gsalas@jamaciabeachtx.gov
Date and Scope of Services Provided: 4/2024 Complete Rehab Multiple Lift station's	



Appendix H

References

Reference #4:

Client / Company Name: City of Bay City	
Contact Name: Krystal Mason	Contact Title: Assistant Director of Public Works
Phone: (979)943-6614	Email: kmason@cityofbaycity.org
Date and Scope of Services Provided: 6/2024	
Water and Sewer Point Repairs	

Reference #5:

Client / Company Name: City of Victoria	
Contact Name: David Sheblak	Contact Title: City Engineer
Phone:	Email: dsheblak@victoriatx.gov
Date and Scope of Services Provided: 8/2024	
Vac and CCTV Services And water line project under canal	



Similar Project History

Please provide a resume or references where you or your company has performed services within the last five years (preferably similar and/or the same types of services as described in the statement/scope of work).

If applicable, please include at least one project you have performed for the City of Freeport

Example:

Client/Project name: City of Appleton, City Hall Renovation

Address: 222 Apple Dr., Appleton, TX 77777

Point of Contact: John Doe, City manager

Phone Number: (555)212-1234

Email Address: jdoe@appletontx.org

Contract Dates: 08/01/2021 – 01/31/2022

Contract Description: Complete remodel of 60,000 SF office space. Project was completed in phases, allowing City Hall to have continuous operation of services.

Contract amount: \$800,000.00.

Estimator and Project Executive: Aaron Jones, Owner

Project Manager: Aaron Jones, Owner

Completion: 01/18/2022



JW Gordin III Chief Field Operations

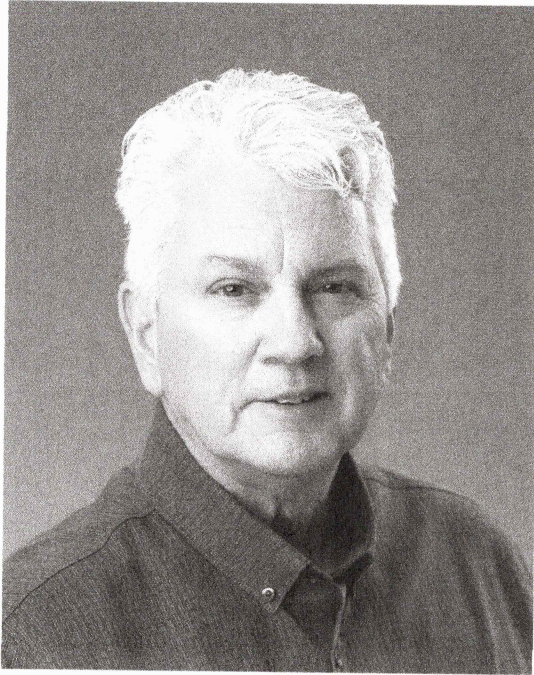
1621 FM 517 Rd E., Suite D

Dickinson, Texas 77539

281-678-8248



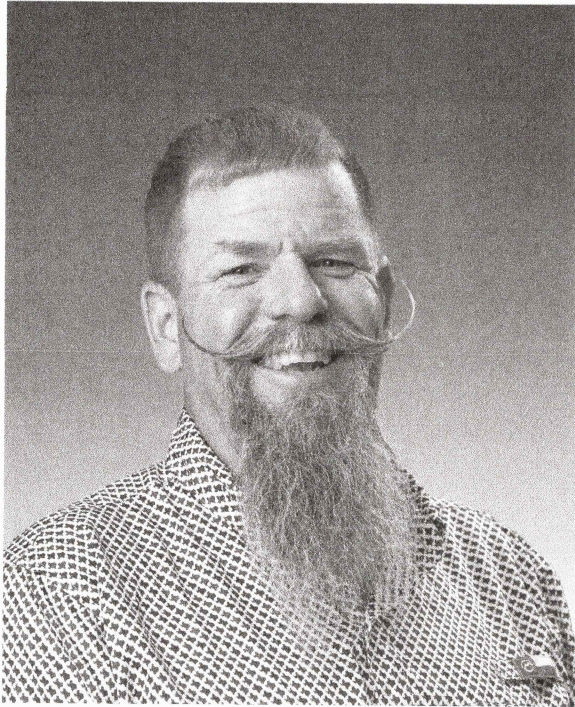
Company Bio's



John Ashworth, Chief Commercial Operations has over 40 years of experience in mechanical piping solutions, testing, inspection, and certification space. A highly accomplished senior executive with domestic and international experience in operations, business development, sales and marketing, acquisition purchase and sales integration, technology development, geographical leveraging, and strategic market planning in developed and emerging geographies. He is a results-oriented, decisive leader with proven success while holding high-level roles with recognized industry leaders in the industrial and TIC space.



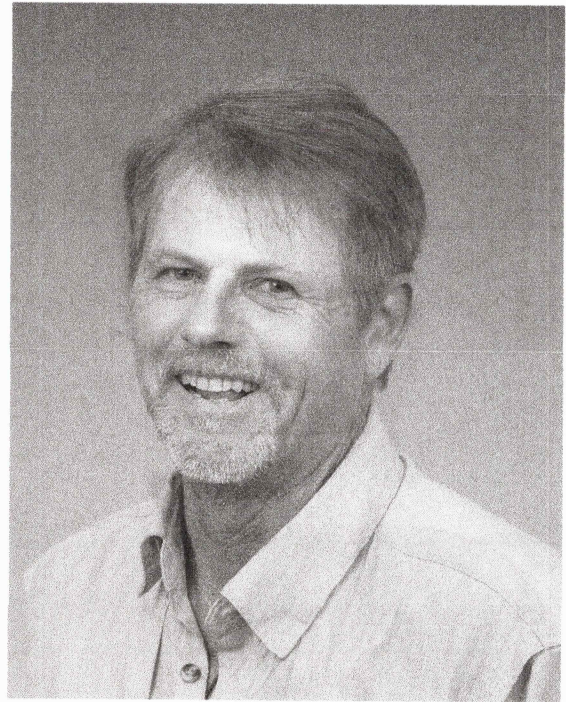
JW Gordin, Chief Field Operations brings over 20 years of specialized experience in Underground Utilities and Commercial Plumbing. He has successfully led the installation and execution of numerous multimillion-dollar water infrastructure projects across Texas, serving municipalities in Harris, Brazoria, Fort Bend, Galveston, Chambers, Liberty, and Montgomery counties. Throughout his career, JW has overseen the construction and restoration of critical water systems in cities such as Bellaire, Channelview, Richwood, Clute, Galveston, and Bay City. His leadership and technical expertise have been instrumental in delivering high-quality, on-time results in complex and large-scale projects. JW is fully OSHA certified and holds an Underground Fire Protection License, enabling him to lead fire waterline installations with precision and compliance. As Chief of Field Operations, he directs all on-site activities, ensuring safety, quality, and efficiency across the board.



**Brian Kramer, P.E.,
Construction Manager**

brings over 25 years of engineering and construction experience to Branch Construction Group. A licensed Professional Engineer, Brian has a proven track record in project management, cost estimating, engineering, and detailed construction oversight. His strong attention to detail and deep technical knowledge makes him an invaluable asset. Brian's strength lies in his ability to build and maintain strong client relationships—successfully bridging communication between owners, architects, engineers, and contractors.

Outside of work, Brian enjoys playing Texas Hold'em, hunting, fishing, and spending quality time with his family.



Gary McMorris, Superintendent

With over 35 years of experience in heavy civil construction, Gary brings deep expertise and leadership to every project. He has served as a Supervisor and Superintendent for more than 25 years across a wide range of construction disciplines, including pipeline services, bridge and road construction, storm and sanitary sewer systems, treatment plants, flood gates, ditch liners, and pile driving.

Gary also operated his own successful construction business for over five years, demonstrating strong business acumen and hands-on project management.

Outside of work, he enjoys fishing, boating, and spending time at the beach.



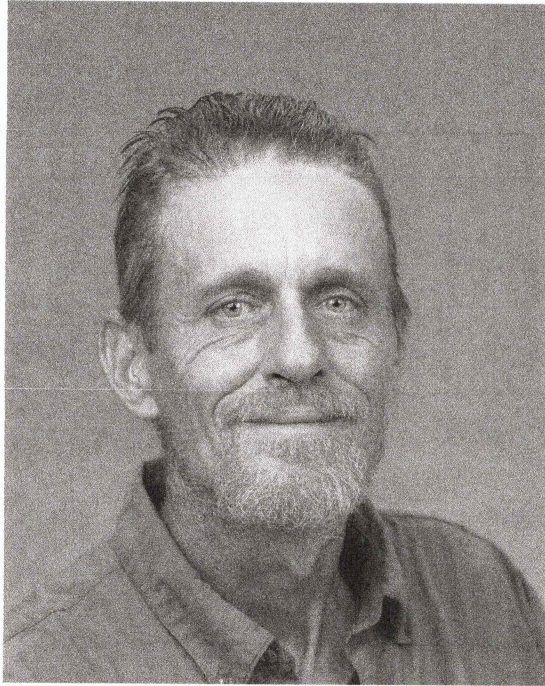
Leo Ruiz, Senior Superintendent with over a decade of experience in underground utilities construction, Leo brings strong field knowledge and leadership to his role as Senior Superintendent at Branch Construction Group. He oversees day-to-day operations, manages crews, and

ensures projects stay on track, safe, and within scope.

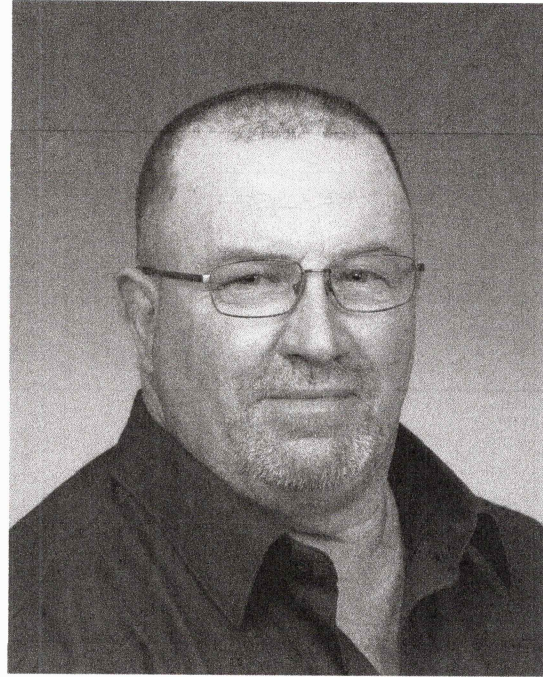
Known for his attention to detail and problem-solving skills, Leo is a trusted leader who consistently delivers high-quality results. Outside of work, he enjoys grilling and spending quality time with his family—values that mirror his dedication on the job site.



Savanah Holcomb, Project Manager brings a blend of drive, organization, and leadership to every job she supports. With a degree in Process Technology from College of the Mainland—earned with honors—along with multiple certifications, she has a strong foundation in operations and project coordination. Savanah plays a vital role in keeping field teams and subcontractors aligned, ensuring that work progresses smoothly, on schedule, and to company standards. Her positive energy, hands-on leadership style, and commitment to getting the job done right make her a standout member of the team. Outside of work, Savanah enjoys cooking, fishing on the bay, and spending quality time with her family—especially when they're cheering on the Houston Astros.



Duane Luther, Superintendent with over 20 years of experience operating heavy equipment, brings a wealth of hands-on knowledge to the Branch Construction Group team. Holding a commercial driver's license for the duration of his career, he has played a key role in a wide range of underground utility projects. For the past 15 years, he has specialized in operating sewer vacuum trucks, with extensive experience in sewer system cleaning, maintenance, and inspection. In addition to his fieldwork, Duane has spent three years focused on the rehabilitation of lift stations and wastewater treatment plants. Known for his dependability and work ethic, he's committed to delivering safe, high-quality results on every project. Outside of work he enjoys fishing, barbecuing, and spending time with friends and family.



Earl McCreight Jr., Superintendent brings over 35 years of experience in heavy equipment operation, specializing in dirt and utility work, to the Branch Construction Group management team. With more than 16 years dedicated to water and sewer projects within city and municipal systems,

Earl has developed deep expertise in public infrastructure. He has spent 14 years in supervisory roles and currently serves as an active superintendent for a city water department, where he manages inventory, oversees ordering, and is responsible for balancing the department's annual budget.

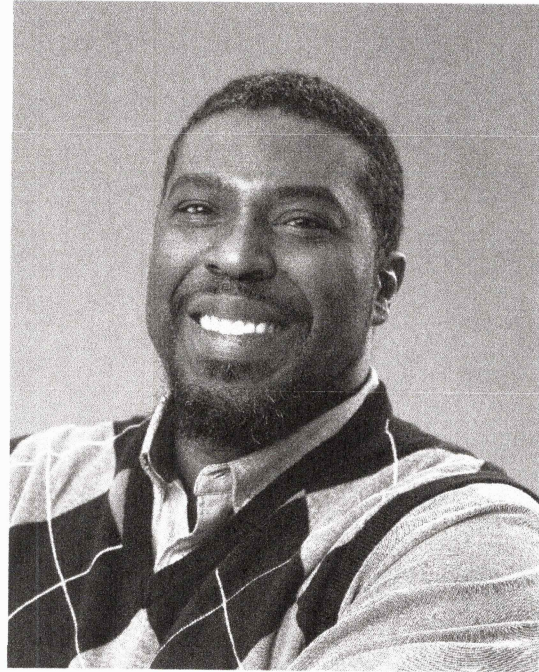
Earl's background includes certifications and training in water systems, TWIC, confined space safety, traffic control, carpentry, and blueprint reading. Known for his hands-on leadership and strong commitment to safety and efficiency, he ensures projects are completed on time and with care.

Outside of work, Earl enjoys hunting, fishing, and drone photography.



Anthony Bengé, Asst. Project Manager brings over a decade of experience in underground utilities, along with 10 years in management roles. His strong work ethic, leadership skills, and keen attention to detail make him a valuable asset to the Branch team. As an Assistant Project Manager, Anthony is committed to ensuring project efficiency and success from the ground up.

Outside of work, Anthony enjoys quality time with his family and loves spending time outdoors camping, fishing, and hunting. He's also an avid bowler with a true passion for the sport.



Byron Hughey, Project Manager brings over 15 years of dedicated experience in the water and wastewater industry. He currently holds B-level licenses in both water and wastewater operations, along with a C-level license in surface water. Byron's impressive credentials also include certifications in Customer Service Inspections, On-Site Sewer Facilities, Emergency Preparedness Plans, and several others. Beyond his professional achievements, Byron is a devoted father and an active mentor to high school and college athletes. He is passionate about giving back to his community and lives by the motto: *"Work hard to play harder."*



Completed Projects Snapshot

<u>Name of Project</u>	<u>Amount</u>	<u>Type of Work</u>	<u>Location City, County, State</u>
1 Water and Sewer Repair Maintenance	\$1,200,000.00	Water and Sewer Point Repairs	City of Bay City
2 WWTP & Rotary Screen Rehab	\$665,950.00	WWTP Rotary Screen Replacement and Tank Repair	City of Wharton
3 Lift Station Rehab Project	\$325,000.00	Complete Rehab Multiple Lift Stations	City of Jamaica Beach
4 Brookglen Subdivision Rehab	\$12,300,000.00	Infrastructure Rehab	City Of La Porte
5 Emergency Lift Station Repair	\$22,000.00	Repipe of Discharge and Suction	City of Hitchcock
6 Enterprise Ave	\$5,924.00	12" Waterline Repair on Bridge Crossing	City of League City
7 Aeration Basin	\$135,000.00	Replace Air Piping, Diffusers and Blowers	City of Onalaska
8 Sewer Cleaning Project	\$93,000.00	VAC abd CCTV Services	City of Victoria
9. Lake Road 8-IN Waterline Extension From Jackson Oaks Subdivision to Dewberry Drive	\$261,975.00	8" Waterline Extension	City of Lake Jackson, Texas
10. 30" Force Main Rehab	\$2,665,863.00	Rehabilitation of 30" Force Main	Gulf Coast Authority

Reference Information

1. Krystal Mason Assistant Director Public Works, City of Bay City (979) 943-6614
2. Roderick Semien Public Works Director, City of Wharton (979) 532-4811 x800
3. Sharon Bower Mayor, City of Jamaica Beach (832) 368-3723
4. Jameson Appel Assistant Public Works Director, City of La Porte (281) 470-5135
5. Leroy Thomas Public Works Director, City of Hitchcock (409) 986-5591
6. Robert Taylor Utility Maintenance Superintendent, City of League City (832) 492-5089
7. Kenneth Allen Regional Sales Manager Pumps of Houston (281) 448-1352
8. David Sheblak City Engineer, City of Victoria (361) 485-3340
9. Cynthia Dewitt Maintenance Supervisor, City of Lake Jackson (979)285-4032
10. Shannon Miftari, 3902 W Bay Area Friendwood TX 77546, (281) 226-1090



COMPLETED PROJECTS SNAPSHOT



Manpower and Resources



At Branch Construction Group, we have a dedicated team of over 70 skilled professionals ready to mobilize 24/7—whether for scheduled work or emergency response. From seasoned superintendents to highly trained laborers, our depth of experience ensures every project is executed with precision and efficiency. Our crews are committed from start to finish, delivering quality, consistency, and a strong sense of accountability every step of the way.

Equipment Resources:

- (5) Caterpillar Excavator 303.5
- (4) Caterpillar Excavator 305
- (1) John Deere 17g Mini Excavator
- (3) Caterpillar Skid Steer
- (3) Construction Site Dump Truck
- (1) Crane Truck
- (1) CCTV Cam Trailer
- (2) CCTV Cameras
- (1) Combo Truck/Freightliner
- (5) Flat Bed Trailers
- (2) Dump trailers
- (2) 450 J Dozers Wide Pad LPG
- (1) Hyundai Excavator 300 (70K lb.)
- (1) Komatsu PC Excavator 200 (45L lb.)
- (2) Kubota Mini Excavator (8K lb.)
- (1) Kubota Skid Steer SVL 75 (multiple attachments)

**Note attachments are grapples and mulchers for land clearing, compactors and rollers for soil compaction, augers for piling or post holes.*

- (1) 2000 gallon water truck
- (1) Conventional type boring rig (the Laney Design) capable of up to 60"
- (2) 45 HP Tractors, Front End Loaders & Box Blade



Certifications

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



Be it known that

BCG CITY SERVICES LLC

has fulfilled the requirements in accordance with the laws of the State of Texas for

WASTEWATER OPERATIONS COMPANY

License Number: WR0000295
 Issue Date: 10/18/2023
 Expiration Date: 10/18/2026

K. Keel
 Executive Director
 Texas Commission on Environmental Quality

TEXAS COMMISSION ON ENVIRONMENTAL QUALITY



Be it known that

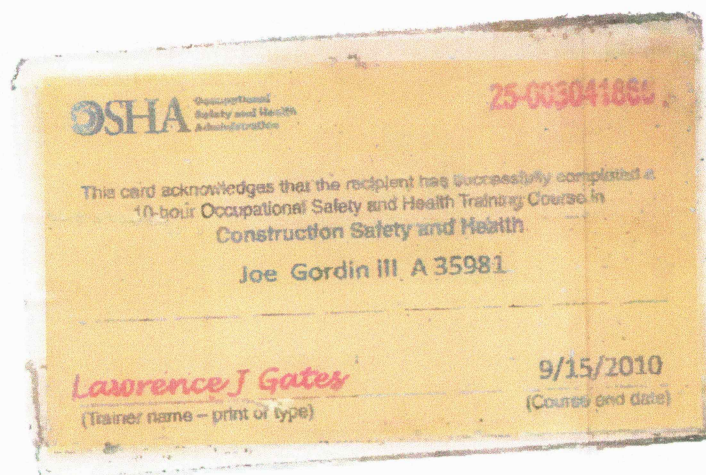
BCG CITY SERVICES LLC

has fulfilled the requirements in accordance with the laws of the State of Texas for

WATER OPERATIONS COMPANY

License Number: WR0000324
 Issue Date: 10/18/2023
 Expiration Date: 10/18/2026

K. Keel
 Executive Director
 Texas Commission on Environmental Quality





Business References



Business References

- **Krystal Mason** - Assistant Director of Public Works, City of Bay City (979) 943-6614
- **Sharon Bower** - Mayor, City of Jamaica Beach (832) 368-3723
- **Jameson Appel** - Assistant Director of Public Works, City of LaPorte (281) 470-5135
- **Leroy Thomas C.W.P** - Director of Public Works, City of Hitchcock (409) 986-5591
- **Robert Taylor** - Utility Maintenance Superintendent, City of League City (832) 492-5089
- **Cynthia Dewitt** - Maintenance Supervisor, City of Lake Jackson (979) 285-4032
- **Roderick Semien** - Public Works Director, City of Wharton (979) 532-4811 x800
- **Cynthia A. Raleigh, MBA, CPM** - City Manager, City of Palacios (361) 972-3605
- **David Sheblak** – City Engineer, City of Victoria (361) 485-3340
- **Kenneth Allen** - Regional Sales Manager, Pumps of Houston (281) 448-1352



Trusted Municipal Partner for Emergency and On-Call Services

With over 30 municipal clients—including Jamaica Beach, Bay City, Bellaire, Baytown, and BAWA—we are a proven partner for cities and public agencies across the region. Our experienced on-call crews are ready to mobilize 24/7 to meet your emergency and scheduled service needs.

Our leadership team holds licenses in water and wastewater operations, and we bring deep technical expertise, robust manpower, and the resources required to handle a wide range of municipal infrastructure challenges. Whether it's routine maintenance, urgent repairs, or large-scale system issues, we're equipped to deliver reliable, efficient turnkey solutions—anytime, day or night.



Insurance Acknowledgement

Current Insurance Carrier: Bowen, Miclette & Britt Insurance Agency, LLC

Agent Contact Info: Charlie Huynh 713-880-7100

chuynh@bmbinc.com

Statement: Branch Construction Group confirms the ability to meet required coverage types and limits.

Total Amount Umbrella/Excess Liability:

\$2,000,000. Each occurrence

\$2,000,000. Aggregate

FINANCIAL STATEMENTS

BRANCH CONSTRUCTION GROUP, LLC

DICKINSON, TEXAS

DECEMBER 31, 2023

 **CONFIDENTIAL**

CONTENTS

REVIEWED FINANCIAL STATEMENTS

INDEPENDENT AUDITOR'S REPORT	PAGE	2
BALANCE SHEET		4
STATEMENT OF INCOME AND MEMBERS' EQUITY		6
STATEMENT OF CASH FLOWS		8
NOTES TO FINANCIAL STATEMENTS		9



Benton, Duroy & Ivey, P.C.
Certified Public Accountants

INDEPENDENT AUDITOR'S REPORT

Members
Branch Construction Group, LLC
Dickinson, Texas

Opinion

We have audited the accompanying financial statements of Branch Construction Group, LLC (a Texas Limited Liability Company), which comprise the balance sheet as of December 31, 2023, and the related statements of income, members' equity and cash flows for the year then ended, and the related notes to the financial statements.

In our opinion, the financial statements referred to above present fairly, in all material respects, the financial position of Branch Construction Group, LLC as of December 31, 2023, and the results of its operations and its cash flows for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Basis for Opinion

We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Our responsibilities under those standards are further described in the Auditor's Responsibilities for the Audit of Financial Statements section of our report. We are required to be independent of Branch Construction Group, LLC and to meet our ethical responsibilities in accordance with the relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinion.

Responsibilities of Management for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America, and for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

In preparing the financial statements, management is required to evaluate whether there are conditions or events, considered in the aggregate, that raise substantial doubt about Branch Construction Group, LLC's ability to continue as a going concern within one year after the date that the financial statements are available to be issued.

Auditor's Responsibility for the Audit of Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion.



Benton, Duroy & Ivey, P.C.

Certified Public Accountants

Auditor's Responsibility for the Audit of the Financial Statements (Continued)

Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with generally accepted auditing standards will always detect a material misstatement when it exists. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Misstatements are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

In performing an audit in accordance with generally accepted auditing standards, we:

1. Exercise professional judgment and maintain professional skepticism throughout the audit.
2. Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, and design and perform audit procedures responsive to those risks. Such procedures include examining, on a test basis, evidence regarding the amounts and disclosures in the financial statements.
3. Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of Branch Construction Group, LLC's internal control. Accordingly, no such opinion is expressed.
4. Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements.
5. Conclude whether, in our judgment, there are conditions or events, considered in the aggregate, that raise substantial doubt about Branch Construction Group, LLC's ability to continue as a going concern for a reasonable period of time.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit, significant audit findings, and certain internal control related matters that we identified during the audit.

Benton, Duroy & Ivey, P.C.

Houston, Texas
August 29, 2024

BALANCE SHEET
Branch Construction Group, LLC
December 31, 2023

ASSETS

CURRENT

Cash [Note 1, 7 & 10]		
Cash and Cash Equivalents		\$ 630,892
Accounts Receivable [Note 1, 2, 3, 4 & 7]		
Estimates and Trade	\$ 579,145	
Related Party and Employees [Note 9]	<u>160,528</u>	739,673
Contract Assets [Note 1, 2, 3 & 11]		
Revenue Earned in Excess of Billings on Contracts in Progress		241,933
Prepaid Insurance [Note 1]		<u>10,779</u>
Total Current Assets		\$ 1,623,277

Property & Equipment [Note 1 & 15]		
Autos and Trucks	\$ 219,020	
Furniture and Fixtures	3,526	
Machinery and Equipment	<u>455,804</u>	
	\$ 678,350	
Less: Accumulated Depreciation	<u>(77,136)</u>	601,214
Right-of-use Lease Assets- Operating Leases [Note 1 & 13]	\$ 185,862	
Less: Accumulated Amortization	<u>(58,968)</u>	<u>126,894</u>

TOTAL ASSETS		<u>\$ 2,351,385</u>
--------------	--	---------------------

The Accompanying Notes Form an Integral
Part of These Financial Statements

BALANCE SHEET
Branch Construction Group, LLC
December 31, 2023

LIABILITIES AND MEMBER'S EQUITY

CURRENT

Notes Payable - Due Within One Year [Note 1, 5 & 15]		
On Equipment	\$	77,699
Lease Liability - Due Within One Year [Note 1 & 13]		
Operating Leases		36,781
Accounts Payable [Note 1]		
Trade	\$	235,316
Income Taxes Payable [Note 6]		<u>13,932</u>
		249,248
Accrued Expenses [Note 1]		
Payroll Taxes		<u>26,260</u>
Total Current Liabilities	\$	389,988

Notes Payable - Due After One Year [Note 1, 5 & 15]		
On Equipment		321,383
Lease Liability - Due After One Year [Note 1 & 13]		
Operating Leases		90,113

COMMITMENTS AND CONTINGENCIES [Note 12]

MEMBER'S EQUITY [Note 14]		
Members Equity		<u>1,549,901</u>

TOTAL LIABILITIES AND MEMBER'S EQUITY	\$	<u>2,351,385</u>
---------------------------------------	----	------------------

The Accompanying Notes Form an Integral
Part of These Financial Statements

STATEMENT OF INCOME AND MEMBERS EQUITY

Branch Construction Group, LLC

December 31, 2023

REVENUE

Construction and Service Income [Note 1, 3, 4 & 11]	\$	7,880,915
---	----	-----------

DIRECT COST [Note 1, 2 & 11]

Labor	\$	1,733,899	
Equipment Rentals and Operating Cost [Note 13]		947,415	
Supplies and Materials		1,485,797	
Subcontractors		813,269	
Health Insurance and Payroll Taxes		283,674	
Depreciation Expense		71,481	
Fuel Cost		141,247	
Other Direct Costs		<u>93,730</u>	<u>5,570,512</u>

FIELD PROFIT

\$ 2,310,403

GENERAL EXPENSE [Note 1]

Advertising Expense	\$	21,425	
Auto Expense		115,452	
Bank Fees and Service Charge		2,997	
Contributions		11,461	
Depreciation Expense		210	
Insurance		60,677	
Legal & Accounting Services		14,538	
Meals		24,145	
Memberships and Subscriptions		9,501	
Office Supplies and Expense		103,486	
Lease Expense [Note 13]		39,900	
Rent [Note 13]		785	
Repairs and Maintenance		27,800	
Salaries		316,350	
Taxes - Payroll and General		27,547	
Telephone		8,035	
Travel & Entertainment		5,976	
Utilities		9,099	
Other G&A Expenses		<u>78,694</u>	<u>878,078</u>

OPERATING PROFIT

\$ 1,432,325

STATEMENT OF INCOME AND MEMBERS EQUITY

Branch Construction Group, LLC

December 31, 2023

OTHER INCOME (EXPENSE) [Note 3]		
Interest Income (Expense), Net	\$ (18,787)	
Credit Card Rewards and Miscellaneous Income	<u>8,875</u>	<u>\$ (9,912)</u>
INCOME BEFORE INCOME TAXES		\$ 1,422,413
INCOME TAXES [Note 6]		<u>21,267</u>
NET INCOME		\$ 1,401,146
MEMBERS EQUITY - BEGINNING OF YEAR		834,918
PRIOR PERIOD ADJUSTMENT[Note 14]		(388,464)
MEMBERS DISTRIBUTIONS		<u>(297,699)</u>
MEMBERS EQUITY - END OF YEAR		<u>\$ 1,549,901</u>

The Accompanying Notes Form an Integral
Part of These Financial Statements

STATEMENT OF CASH FLOWS

Branch Construction Group, LLC

December 31, 2023

[Note 8]

OPERATING ACTIVITIES

Net Income \$ 1,401,146

Adjustments to Reconcile Net Income to Net

Cash Provided by Operating Activities:

Depreciation \$ 71,691

Changes in Operating Assets and Liabilities

Accounts Receivable (168,484)

Contract Assets (241,933)

Prepaid Insurance (10,779)

Accounts Payable 205,458

Accrued Expenses 11,700

Advanced Billings (19,724) (152,071)

NET CASH PROVIDED BY OPERATING ACTIVITIES \$ 1,249,075

INVESTING ACTIVITIES

Additions to Property and Equipment \$ (174,639)

NET CASH USED IN INVESTING ACTIVITIES (174,639)

FINANCING ACTIVITIES

Payments on Installment Debt \$ (49,984)

Shareholders' Distributions (297,699)

NET CASH USED BY FINANCING ACTIVITIES (347,683)

INCREASE IN CASH AND CASH EQUIVALENTS \$ 726,753

CASH AND CASH EQUIVALENTS-BEGINNING OF YEAR 292,603

PRIOR PERIOD ADJUSTMENT [Note 14] (388,464)

CASH AND CASH EQUIVALENTS-END OF YEAR \$ 630,892

The Accompanying Notes Form an Integral
Part of These Financial Statements

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

I. Organization and Summary of Significant Accounting Policies

A summary of the major accounting policies followed by the Company in the preparation of the accompanying financial statements is presented below:

Branch Construction Group, LLC was formed as a Texas Limited Liability Company on February 4, 2021, and is engaged primarily in the business of constructing and servicing sanitary sewer projects and water treatment facilities. Work is primarily performed under lump-sum contracts modified by unit-price provisions. Contracts are normally with local governmental agencies and private developers and vary as to the length but typically range from three to six months in duration.

The financial statements were prepared on the accrual basis of accounting in accordance with accounting principles generally accepted in the United States of America. Under the accrual method of accounting revenues are recognized when earned and expenses when incurred.

A financial instrument is any contract that creates a financial asset for one entity and a financial liability for, or ownership interest in, another entity. The Company's financial instruments include cash and cash equivalents, accounts receivable, accounts payable and notes payable. The recorded values of cash and cash equivalents, accounts receivable and accounts payable approximate their fair values based on their short-term nature. The recorded values of notes payable approximate their fair values, as interest approximates market rates.

In June 2016, the FASB issued ASU 2016-13, Measurement of Credit Losses on Financial Instruments, and issued subsequent amendments to the initial guidance within ASU 2019-04 and ASU 2019-05 (collectively, "ASU 2016-13"). The amendments in ASU 2016-13 replace the incurred loss impairment methodology with the current expected credit loss model, which requires consideration of a broader range of reasonable and supportable information to estimate credit losses. The Company adopted this ASU effective January 1, 2023. The adoption of ASU 2016-13 did not have a material impact on the Company's financial position, results of operations or cash flows. Allowance for credit losses are further discussed in the following paragraph regarding accounts receivable.

Accounts receivable are based on contracted prices. Normal contracts receivable are due 30 days after the issuance of the invoice. Management considers the aging of the accounts receivable, customer creditworthiness, past transaction history with the customer, current economic industry trends, and changes in customer payment terms when determining the allowance and the collectibility of specific customer accounts. At December 31, 2023 no allowance was considered necessary.

Some of the Company's construction contracts may include retainage provisions. Retainage represents amounts withheld from billings by customers until work is substantially complete (or until certain milestones are reached, or both) to ensure that the obligations under the contract are satisfied. Because payment of retainage is not subject only to the passage of time (i.e., it is conditioned on satisfactory performance), the Company does not include unbilled retainage in accounts receivable during performance on contracts but considers it a contract asset. Retainage is invoiced and included in accounts receivable as billed retainage receivable, when obligations have been satisfied and the right to receipt is subject only to the passage of time. Contract retention is normally due 30 days after completion of the contract and acceptance by the customer and periodically tested for impairment.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

1. Organization and Summary of Significant Accounting Policies (Continued)

The Company recognizes revenue in accordance with ASC 606, "Revenue from Contracts with Customers". The revenue recognition policy is discussed further in Note 3.

Property and equipment is stated at cost. The Company records depreciation by using accelerated methods based on the following estimated useful lives: Machinery and Equipment - 5 to 7 Years; Autos and Trucks - 5 Years; Furniture and Fixtures - 7 Years. Depreciation expense totaled \$71,691 for the year ended December 31, 2023.

Expenditures for repairs and maintenance are expensed as incurred. Gains and losses on dispositions of property and equipment are included in income as realized.

The Company expenses advertising, if any, as incurred. Advertising expense was \$21,425.

The presentation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets and liabilities and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reported period. As a construction contractor, management uses estimates for costs to complete construction projects and the contract value of its construction projects. These estimates have a direct effect on gross profit as reported in these financial statements. It is at least reasonably possible that the estimates used will change within the next year. Actual results could differ from those estimates.

The State of Texas imposes a sales tax on certain contracts to nonexempt customers. The Company collects that sales tax from its customers and remits the entire amount to the State. The Company's accounting policy is to exclude the tax collected and remitted to the State from revenues and cost of sales.

Adoption of Lease Standard:

Effective January 1, 2022, the Company adopted Accounting Standards Update (ASU) 2016-02, *Leases* (ASC Topic 842) and subsequent amendments. ASC 842 affects all companies that enter into lease arrangements, with certain exclusions under limited scope limitations. Under ASU 2016-02, an entity recognizes right-of-use assets and lease obligations on its balance sheet for all leases with a term of more than 12 months. Short-term rentals under year-to-year leases or remaining lease terms of 12 months or less are exempt from being capitalized.

The new standard requires that leases with a lease term of more than 12 months be classified as either finance or operating leases. Leases are classified as finance leases when the Company expects to consume a major part of the economic benefits of the leased assets over the remaining lease term. Conversely, the Company is not expected to consume a major part of the economic benefits of assets classified as operating leases.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

1. Organization and Summary of Significant Accounting Policies (Continued)

The lease classification affects both the pattern and presentation of expense recognized in the income statement, the categorization of assets and liabilities in the balance sheet, and classification of cash flows in the statement of cash flows.

For finance leases, total lease cost is recorded on an accelerated basis and consists of two components: amortization expense related to the write-off of right-of-use assets, and interest expense from lease obligations. Interest expense is recorded using the effective interest method and right-of-use assets are amortized on a straight-line basis over the remaining lease term. For operating leases, total lease cost is measured and recorded on a straight-line basis over the lease term.

Non-lease components, such as common area maintenance (CAM) charges, are separated from lease components based on the terms of the related lease. Variable lease components consist of real estate taxes and insurance charges related to the real estate lease and are recorded as lease expense as incurred.

Lease obligations are measured and recorded at the present value of future lease payments using a discount rate. The Company has made an accounting policy election to use a risk-free rate at the discount rate in measuring its lease obligations. Under this election, the risk-free rate used is the rate for a United States Treasury instrument with a term consistent with the remaining lease term of an applicable lease. This election is made for all equipment and real estate leases.

Right-of-use assets are generally measured and recorded at the sum of the lease obligation, any initial direct costs to consummate the lease, and any lease payments made on or before the commencement date.

Management has reviewed the Company's current leases in effect as of December 31, 2023 and have determined that they have one operating lease on their office building. All other leases were determined to be month to month or short term in nature and therefore were not required to be capitalized. Leases are further discussed in Note 13.

2. Contract Assets and Liabilities

Billing practices on construction contracts are governed by the contract terms for each project and typically call for monthly billings based upon estimated progress toward completion. Billings on construction and maintenance contracts do not typically correlate with revenue recognized using the cost-to-cost input method of recognition over time. This lack of correlation results in contract assets and liabilities.

Contract assets on the Balance Sheet comprise the following:

- Revenues earned in excess of billings on contracts in progress, representing revenues recognized in excess of amounts billed on incomplete construction contracts.
- Retainage amounts for the portion of the contract price earned for work performed but held for payment by the customer as a form of security until certain construction milestones are reached.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

2. Contract Assets and Liabilities (Continued)

Revenues in excess of billings are considered contract assets only when the right to payment is not unconditional (i.e., the right to payment is conditional). Once the Company has an unconditional right to consideration under a contract, the amount of consideration unconditionally due is billed to the customer and is reclassified to accounts receivable. Consideration is considered unconditionally due when it is subject only to the passage of time. Contract assets are carried at their net realizable value and periodically tested for impairment. When contract assets are not considered recoverable, management records an impairment charge to earnings for the nonrecoverable amount.

Contract assets at December 31, 2023 comprised the following:

Revenues Earned in Excess of Billings on Contracts in Progress	<u>\$ 241,933</u>
---	-------------------

Contract liabilities comprise billings in excess of revenues earned on contracts in progress, representing billings in excess of revenues recognized on incomplete construction contracts.

Contract liabilities at December 31, 2023 comprised the following:

Billings in Excess of Revenues Earned on Contracts in Progress	<u>\$ -0-</u>
---	---------------

Contract cost assets comprise costs to obtain contracts and costs to fulfill contracts. Costs to obtain a contract are capitalized if they are incremental to obtaining the contract and if they are expected to be recovered. Capitalized costs to obtain contracts are amortized over the period expected to benefit (typically the life of the contract). Management has elected, as a practical expedient, to expense, as incurred, capitalizable costs to obtain contracts when the amortization period is less than one year. Due to the practical expedient, the Company had capitalized no costs to obtain contracts for the year ended December 31, 2023.

The Company's capitalized fulfillment costs comprise startup costs which include engineering, mobilization and performance bond costs that were incurred prior to starting work on the contract. Management does not believe that startup costs transfer value to the customer and therefore does not believe that they constitute performance of the contract obligations. Based on this understanding, management believes that these costs qualify for capitalization as fulfillment costs, if material.

Capitalized fulfillment costs are amortized to the associated contract cost over the life of the contract using a straight line input method. Management periodically tests the capitalized fulfillment costs for impairment. Capitalized fulfillment costs are considered impaired when the net contract cost asset plus future costs to complete the contract are less than the remaining revenue to be recognized under the contract. When capitalized contract costs are impaired, management records a charge to contract cost for the amount of the impairment.

Both amortization and impairment of capitalized contract fulfillment costs are included in direct contract cost.

NOTES TO FINANCIAL STATEMENTS
Branch Construction Group, LLC
December 31, 2023

2. Contract Assets and Liabilities (Continued)

Contract cost assets at December 31, 2023 were considered immaterial and therefore not capitalized.

Contract cost liabilities comprise the following:

- Accrued contract costs, representing costs or labor incurred on contracts for which Branch Construction Group, LLC has not yet received a vendor invoice or recorded at the reporting date.
- Accrued estimated losses on contracts in progress, representing the accrued provision for estimated losses on contracts at the reporting date.

Contract cost liabilities at December 31, 2023 were considered immaterial and therefore not accrued.

3. Revenue from Contracts with Customers

As was stated in Note 1, the Company recognizes revenue in accordance with ASC 606, "Revenue from Contracts with Customers".

The Company is primarily engaged in the business of constructing and servicing sanitary sewer projects and water treatment facilities. Revenue is derived from contracts that are fixed-price and is recognized over time as work is completed because of the continuous transfer of control to the customer (typically using an input measure such as costs incurred to date relative to total estimated costs at completion to measure progress). The method is used because management considers total cost to be the best available measure of progress on contracts. Contract durations vary, but are typically completed from three to six months.

To determine proper revenue recognition the Company evaluates whether two or more contracts should be combined and accounted for as one single performance obligation and whether a single contract should be accounted for as more than one performance obligation. ASC 606 defines a performance obligation as a contractual promise to transfer a distinct good or service to a customer. A contract's transaction price is allocated to each distinct performance obligation and recognized as revenue when, or as, the performance obligation is satisfied. The evaluation requires significant judgment and the decision to combine a group of contracts or separate a contract into multiple performance obligations could change the amount of revenue and profit recorded in a given period. The majority of contracts have a single performance obligation, as the promise to transfer the individual goods or services is not separately identifiable from other promises in the contract and, therefore, is not distinct. For contracts with multiple performance obligations, management allocates the contract's transaction price to each performance obligation using the observable standalone selling price, if available, or alternatively managements best estimate of the standalone selling price of each distinct performance obligation in the contract. The primary method used to estimate standalone selling price is the expected cost plus a margin approach for each performance obligation.

As of December 31, 2023, the Company had \$605,067 of remaining performance obligations. The Company expects to recognize the remaining performance obligations as revenue over the next six months.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

3. Revenue from Contracts with Customers (Continued)

Revenue components are comprised of the following as of December 31, 2023:

Revenue from Construction and Service Contracts	<u>\$ 7,880,915</u>
---	---------------------

Accounting for long-term contracts is complex and involves the use of various techniques to estimate total transaction price and costs. For long-term contracts, transaction price, estimated cost at completion and total costs incurred to date are used to calculate revenue earned. Unforeseen events and circumstances can alter the estimate of the costs and potential profit associated with a particular contract. Total estimated costs, and thus contract revenue and income, can be impacted by changes in productivity, scheduling, the unit cost of labor, subcontracts, materials and equipment. Additionally, external factors such as weather, client needs, client delays in providing permits and approvals, labor availability, governmental regulation and politics may affect the progress of a project's completion, and thus the timing of revenue recognition. To the extent that original cost estimates are modified, estimated costs to complete increase, delivery schedules are delayed or progress under a contract is otherwise impeded, cash flow, revenue recognition and profitability from a particular contract may be adversely affected.

The nature of the Company's contracts give rise to several types of variable consideration, including contract modifications (change orders and claims), liquidated damages, volume discounts, performance bonuses, incentive fees, and other terms that can either increase or decrease the transaction price. We estimate variable consideration as the most likely amount to which we expect to be entitled. We include estimated amounts in the transaction price to the extent we believe we have an enforceable right, and it is probable that a significant reversal of cumulative revenue recognized will not occur. The estimates of variable consideration and the determination of whether to include estimated amounts in the transaction price are based largely on an assessment of anticipated performance and all information (historical, current and forecasted) that is reasonably available at this time.

Contract modifications result from changes in contract specifications or requirements. The Company considers unapproved change orders to be contract modifications for which, customers have not agreed to both scope and price. The Company considers claims to be contract modifications for which they seek, or will seek, to collect from customers, or others, for customer-caused changes in contract specifications or design, or other customer-related causes of unanticipated additional contract costs on which there is no agreement with customers. Claims can also be caused by non-customer-caused changes, such as rain or other weather delays. Costs associated with contract modifications are included in the estimated costs to complete the contracts and are treated as project costs when incurred. In most instances, contract modifications are for goods or services that are not distinct, and, therefore, are accounted for as part of the existing contract. The effect of a contract modification on the transaction price, and our measure of progress for the performance obligation to which it relates, is recognized as an adjustment to revenue on a cumulative catch-up basis. In some cases, settlement of contract modifications may not occur until after completion of work under the contract.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

3. Revenue from Contracts with Customers (Continued)

Because a significant change in one or more of these estimates could affect the profitability of our contracts, the Company reviews and updates contract-related estimates regularly and recognizes adjustments in estimated profit on contracts under the cumulative catch-up method. Under this method, the cumulative impact of the profit adjustment is recognized in the period the adjustment is identified. Revenue and profit in future periods of contract performance are using the adjusted estimate.

If at any time the estimate of contract profitability indicates an anticipated loss on a contract, the projected loss is recognized in full, including any previously recognized profit, in the period it is identified and recognized as an "accrued loss provision" which is included in "Contract Cost Liabilities" on the Balance Sheet. For contract revenue recognized over time, the accrued loss provision is adjusted so the gross profit for the contract remains zero in future periods.

In all forms of contracts, the Company estimates the collectability of contract amounts at the same time that they estimate project costs. If they anticipate that there may be issues associated with the collectability of the full amount calculated as the transaction price, they may reduce the amount recognized as revenue to reflect the uncertainty associated with realization of the eventual cash collection.

The timing of when the Company bills customers is generally dependent upon agreed-upon contractual terms, milestone billings based on the completion of certain phases of the work, or when services are provided. Sometimes, billing occurs subsequent to revenue recognition, resulting in unbilled revenue, which is classified as a contract asset. Also, the Company sometimes receives advances or deposits from our customers before revenue is recognized, resulting in deferred revenue, which is classified as a contract liability.

The Company policy is to order material on an as needed basis and therefore avoid large amounts of uninstalled material on hand. Revenues on uninstalled materials, if incurred, are recognized when control is transferred to the customer, which does not necessarily equate to when the cost is incurred. Under those limited circumstances (e.g., transfer of control occurs significantly before we provide services, the cost of the materials is significant), management recognizes revenue, but no profit, on certain non specific uninstalled third-party materials when the cost is incurred. If however, the material is manufactured and specific to the project the cost of the material is recorded into contract cost and revenue is recognized at that time.

Other income includes investment income and other miscellaneous income that is secondary or incidental to company operations. The Company recognizes other income as earned.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

4. Accounts Receivable

Components of accounts receivable as of December 31, 2023 comprise the following (December 31, 2022 amounts are shown comparatively in accordance with ASC 606):

	<u>2023</u>	<u>2022</u>
Accounts Receivable Trade		
Billed Contract Receivables from:		
Construction and Service Contracts in Progress	\$ 109,568	\$ -0-
Complete Construction and Service Contracts	<u>469,577</u>	<u>563,329</u>
	<u>\$ 579,145</u>	<u>\$ 563,329</u>
Other Accounts Receivable		
Due from Employees	\$ 8,211	\$ 7,859
Related Party - KMAP Enterprises LLC	<u>152,317</u>	<u>-0-</u>
	<u>\$ 160,528</u>	<u>\$ 7,859</u>

5. Notes Payable

Notes payable consists of the following:

	<u>Total</u>	<u>Current Portion</u>	<u>Long-Term Portion</u>
Notes payable to financial institutions, collateralized by equipment, due in monthly installments of \$1,137 to \$2,773, including interest from 5.68% to 8.14%, final payments due from August 2027 to May 2029.	<u>\$ 399,082</u>	<u>\$ 77,699</u>	<u>\$ 321,383</u>

Required principal payments on long-term debt as of December 31, 2023 are as follows:

Period Ending December 31, 2024	\$ 77,699
2025	84,448
2026	91,835
2027	94,883
2028	<u>44,993</u>
	<u>\$ 393,858</u>

6. Income Taxes

Branch Construction Group, LLC has elected, under the Internal Revenue Code, to be taxed as an S Corporation effective February 4, 2021. In lieu of corporate income taxes, the stockholders of an S Corporation are taxed on their proportionate share of a company's income, accordingly no provision for federal income taxes is included in these financial statements.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

6. Income Taxes (Continued)

Current State Income Taxes are computed under provisions of the Texas Comptroller of Public Accounts. The Company's State Margin Tax liability for the year ended December 31, 2023 was \$13,932.

Deferred State Margins Taxes are provided on the excess of income recognized for financial statement purposes over income recognized for State Income Tax purposes if deemed material. No provision for Deferred State Margins Tax was included in these financial statements because the amount was considered immaterial.

The Company has adopted FASB ASC 740-10-25, *Accounting for Uncertainty in Income Taxes*. The Company will record a liability for uncertain tax provisions when it is more likely than not that a tax position would not be sustained if examined by the taxing authority. The Company continually evaluates expiring statutes of limitations, audits, proposed settlements, changes in tax law and new authoritative rulings. The Company's evaluation at December 31, 2023 revealed no uncertain tax positions that would have a material impact on the financial statements. The Company does not believe that any reasonably possible changes will occur within the next twelve months that will have material impact on the financial statements. The Company's federal tax returns have a statute of limitations of three years from their filing date. Texas state franchise tax returns can be audited for a period of up to four years. Management does not believe that any reasonable possible changes will occur within the next twelve months that will have a material impact on the financial statements.

7. Concentrations of Credit Risk

The Company operates and grants credit to customers in the Houston and surrounding areas. Financial instruments that potentially subject the company to credit risk include contracts and accounts receivable. The Company may apply for a mechanic's lien against any unpaid contract receivable in accordance with State Law.

The Company has a potential of loss of cash funds deposited with Financial Institutions in excess of the \$250,000 insurance coverage of the Federal Deposit Insurance Corporation.

8. Statement of Cash Flows

The Company considers all highly liquid investments, with a maturity date of three months or less when purchased, to be cash equivalents.

Supplemental cash flow information is as follows:

Cash Paid During the Year for Interest	<u>\$ 21,703</u>
Additions to Property and Equipment	
Cost of Assets Acquired	\$ 567,881
Less: Notes Given	<u>393,242</u>
	<u>\$ 174,639</u>

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

9. Related Party Transactions

The Company intends to rent a yard from KMAP Enterprises, LLC, a company owned by the members of Branch Construction Group. The building is currently under construction. As of December 31, 2023, the Company has a receivable of \$152,317 due from KMAP Enterprises, LLC for the purchase land.

10. Money Market Fund

Included in the cash on deposit balance is a money market fund totaling \$502,692 which earned interest income at a rate of 4.00% in 2023. Total interest income for the year ending December 31, 2023 was \$2,916.

11. Construction Contracts in Progress

Details on incomplete construction contracts at December 31, 2023 were as follows:

Cost Incurred on Contracts in Progress	\$ 461,198
Estimated Earnings	224,741
	685,939
Less: Billings to Date	444,006
Net Under (Over) Billings	\$ 241,933

At December 31, 2023 earnings on construction contracts in progress were included in contract assets and liabilities as follows:

Revenues Earned in Excess of Billings on Contracts in Progress	\$ 241,933
Billings in Excess of Revenues Earned on Contract in Progress	-0-
	\$ 241,933

12. Commitments and Contingencies

The company is involved in various other legal proceedings and contract negotiations in the normal course of operations that, in management's opinion, will not have a material adverse effect on the financial statements.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

13. Leases

As of December 31, 2023, right-of-use assets and lease liabilities related to operating leases were as follows:

Right-of-use assets:

Cost	\$ 185,862
Less: Accumulated Amortization	<u>58,968</u>
	<u>\$ 126,894</u>

A summary of total lease cost, by component, and other lease information for the year ended December 31, 2023 follows:

Lease Liabilities:

Current Portion	\$ 36,781
Long Term Portion	<u>90,113</u>
	<u>\$ 126,894</u>

The Company leases one of its office suites from a third party. The terms of the lease provide for monthly rent payments over 60 months in the amount of \$3,325.

In the normal course of business, the Company leases equipment and land as needed on a short-term basis, typically on a month-to-month basis. In 2023, short-term lease expense was \$948,200.

Operating lease cost	\$ 39,900
Short-term lease cost	<u>948,200</u>
	<u>\$ 988,100</u>

Other lease information:

Cash paid for amounts included in the measurement of lease liabilities:

Operating cash flows from operating leases	\$ 39,900
--	-----------

Weighted-average remaining lease term:

Operating leases	3.33 years
------------------	------------

Weighted-average discount rate

Operating leases	2.92%
------------------	-------

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

13. Leases (Continued)

A summary of the future lease payments for operating and finance leases, reconciled to the lease obligations recorded at December 31, 2023 follows:

<u>Year</u>	<u>Operating Leases</u>
2024	\$ 39,900
2025	39,900
2026	39,900
2027	<u>13,300</u>
Total minimum lease payments	\$ 133,000
Less effects of discounting	<u>6,106</u>
Lease obligations recorded at December 31, 2023	\$ 126,894
Less current portion	<u>36,781</u>
Long-term lease obligations	<u>\$ 90,113</u>

14. Prior Period Adjustment in Members' Equity

The balance of Members' Equity as of December 31, 2022 was adjusted and reduced by \$388,464. This reduction was due to 2022 service income that was incorrectly recorded twice. The error was detected in 2023 when the outstanding balance had not been collected. Members' Equity as of December 31, 2023 reconciles as follows:

Member Equity - December 31, 2022	\$ 834,918
Prior Period Adjustment	<u>(388,464)</u>
Adjusted Members' Equity- December 31, 2022	\$ 446,454
Member Distributions	(297,699)
Net Income	<u>1,401,146</u>
Member Equity - December 31, 2023	<u>\$ 1,549,901</u>

15. Subsequent Events

In February 2024 the company financed additional equipment totaling \$148,112.

On April 19, 2024, a reviewed financial statement was issued for the company as of December 31, 2023. In August 2024 Management requested the review engagement be upgraded to an audit engagement. While performing the audit procedures corrections to service billings were discovered that were not known as of the April review report date. The corrections resulted in a prior period adjustment of \$388,464.

NOTES TO FINANCIAL STATEMENTS

Branch Construction Group, LLC

December 31, 2023

15. Subsequent Events (Continued)

Management has evaluated events and transactions that occurred between December 31, 2023 and August 29, 2024, which is the date the financials were available to be issued, for possible recognition or disclosure in the financial statements. With the exception of the previous paragraphs, no additional disclosures were considered necessary.



Leo Ruiz, Senior Superintendent with over a decade of experience in underground utilities construction, Leo brings strong field knowledge and leadership to his role as Senior Superintendent at Branch Construction Group. He oversees day-to-day operations, manages crews, and

ensures projects stay on track, safe, and within scope.

Known for his attention to detail and problem-solving skills, Leo is a trusted leader who consistently delivers high-quality results. Outside of work, he enjoys grilling and spending quality time with his family—values that mirror his dedication on the job site.



Savanah Holcomb, Project Manager brings a blend of drive, organization, and leadership to every job she supports. With a degree in Process Technology from College of the Mainland—earned with honors—along with multiple certifications, she has a strong foundation in operations and project coordination. Savanah plays a vital role in keeping field teams and subcontractors aligned, ensuring that work progresses smoothly, on schedule, and to company standards. Her positive energy, hands-on leadership style, and commitment to getting the job done right make her a standout member of the team. Outside of work, Savanah enjoys cooking, fishing on the bay, and spending quality time with her family—especially when they're cheering on the Houston Astros.



City Council Agenda Item #[5.H]

Title: Consideration and possible action approving the proposed 2025 Annual Street Lighting Plan.

Date: August 4, 2025

From: Laura Cramer, GIS/Property Manager

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

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

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

YEAR	WARD A	WARD B	WARD C	WARD D	TOTAL
2021	41	0	10	0	51
2022	19	12	12	4	47
2023	8	7	15	20	50
2024	5	3	16	26	50
2025	5	10	21	14	50
TOTAL	78	32	74	64	248
Total	39%	16%	37%	32%	

Special Considerations: None.

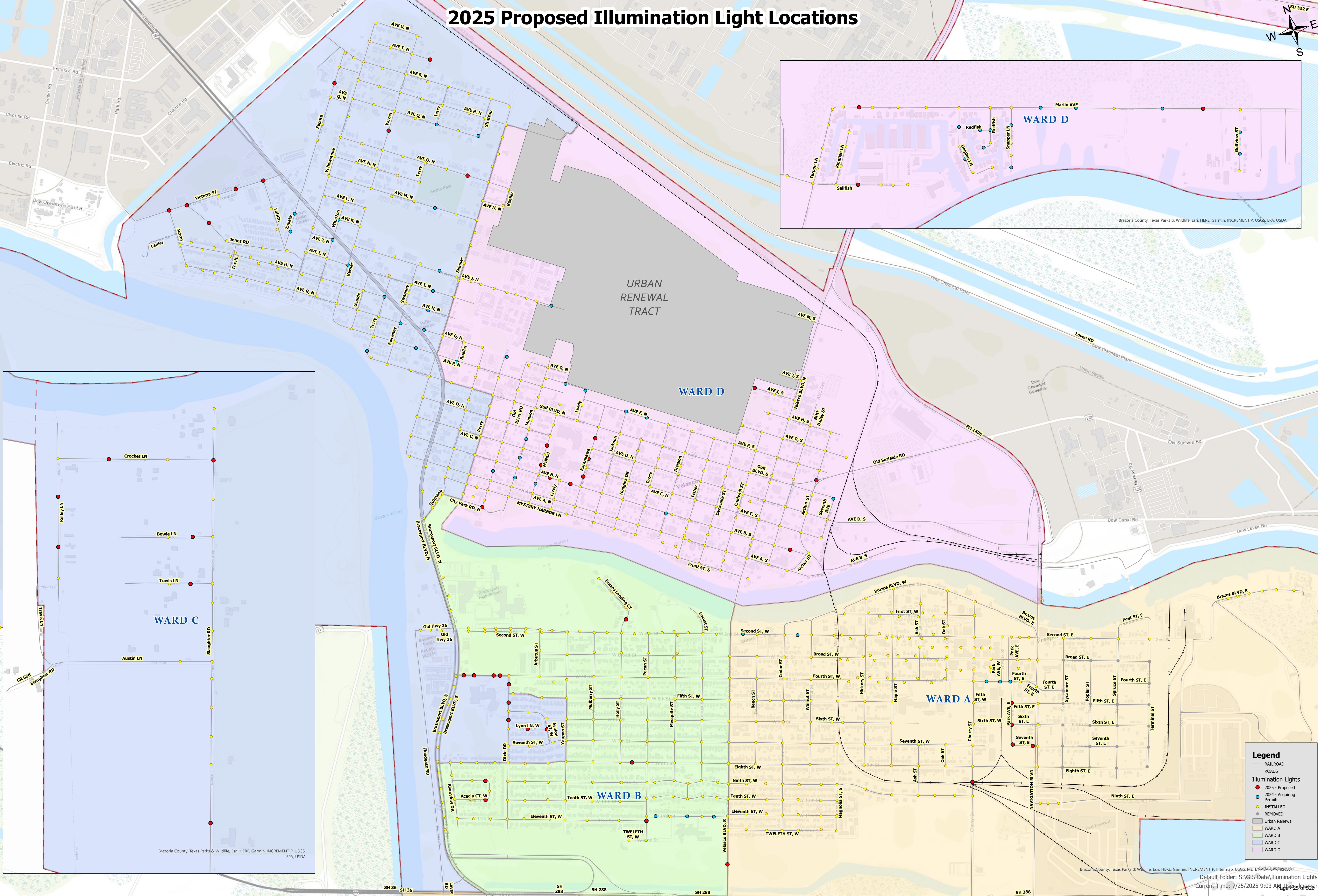
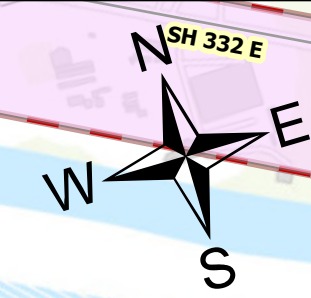
Financial Impact: Although the installation is free, the city has to pay the monthly bill for the added lights.

Board or 3rd Party Recommendation: None.

Supporting Documentation:

1. 2025 Illumination Light Locations

2025 Proposed Illumination Light Locations





City Council Agenda Item #[5.I]

Title: Consideration and possible action to approve contract renewal for Disaster and/or Storm Monitoring Services Rostan Solution, LLC, and authorized the Mayor to sign the contract after review by the attorney.

Date: August 4, 2025

From: Christopher Motley, Fire Chief

Staff Recommendation: Staff recommends extension of the contract for two years under the original awarded bid for Disaster and/or Storm Monitoring Service as Rostan Solutions, LLC and their request for a CPI adjustment.

Item Summary: Disaster and/or Storm Monitoring Service is a contract award for up to five years with the initial period being three years with (one) two-year extension for a total of five years. Each contract award allows price adjustment based on the consumer price index under the U.S. Bureau of Labor Statistics. The CPI demonstrates cumulative increase of 9.1% for the last twelve months ending in May of each year.

Rostan Solutions, LLC requests an extension on the contract with a CPI increase of 5%.

Background Information: This is insert from the Mayor and Council memorandum from August 1, 2022.

Scope of Work: The City of Freeport requires disaster management, recovery, and consulting services to support the oversight and management of debris recovery contractors. Other services may include, but not limited to, facilitating communication with FEMA, the State of Texas and other State and Federal agencies.

The selected firm will be expected to provide disaster debris monitoring services to include debris generated from the public rights-of-way, drainage areas/canals, waterways, and other public, eligible, or designated areas. Specific services may include: 1. Coordinating daily briefings, work progress, staffing, and other key items with the City. 2. Selection and permitting of TDSRS (Temporary Debris Staging and Reduction Sites) locations and any other permitting/regulatory issues as necessary. 3. Scheduling work for all team members and contractors on a daily basis. 4. Hiring, scheduling, and managing field staff. 5. Monitoring recovery contractor operations and making/implementing recommendations to improve efficiency and speed up recovery work. 6. Assisting the City with responding to public concerns and comments. 7. Certifying contractor vehicles for debris removal using methodology and documentation practices appropriate for contract monitoring. 8. Entering load tickets into a database application. 9. Digitization of source documentation (such as load tickets). 10. Developing daily operational reports to keep the City informed of work progress. 11.



Development of maps, GIS applications, etc. as necessary. 12. Comprehensive review, reconciliation, and validation of debris removal contractor(s) invoices prior to submission to the City for processing. 13. Completing project worksheets and other pertinent report preparation required for reimbursement by FEMA and any other applicable agency for disaster recovery efforts by City staff and designated debris removal contractors. 14. Assessment of disaster related damages and reconstruction services. 15.

Creating a final report, appeal preparations and assistance related reporting. 16. Cost recovery of eligible funds currently not obligated or potentially de-obligated by appropriate funding agencies. Separate pricing structures for this service may be included in the Consultant's proposal. 17. Other disaster recovery services as requested by the City.

EMERGENCY MANAGEMENT PLANNING AND TRAINING: If requested by the City, the Consultant shall provide: 1. Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions. 2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation. 3. Development of a debris management plan - including identification of an adequate number of TDSRS locations. Staff training as necessary. 4. Procurement assistance for debris removal contractors and other services as requested. 5. Project management to include the formulation and management of permanent work projects and task force management. 6. Technical support and assistance in developing public information. 7. Other training and assistance as requested by the City. 8. Other reports and data as required by the City. 9. Other emergency management and consulting services identified and required by the City.

3.4 POSTDISASTER DAMAGE ASSESSMENT AND RECONSTRUCTION SERVICES: If requested, the Consultant shall provide post-disaster damage assessment and reconstruction services to include assessment, planning, engineering, and construction management services. Specific areas where services may be requested include City facilities, utility systems, transportation systems, and other sectors as required. The consultant will assist, if directed by the City, with document preparation of permanent work projects.

The City of Freeport has advertised for sealed bids for Disaster and/or Storm Monitoring Services. The bids have been reviewed and graded on the criteria listed in the request for proposal. A follow up interview was conducted to validate the proposals as a part of the bid process.

The list includes RFP received for disaster bid for Disaster and/or Storm Monitoring Services: EM Solutions, Debris Tech, Rostan, and Witt O'Brien's

Basis of Award: Proposals will be evaluated according to the following criteria:

1. Firm Qualifications and Experience - 20%
2. Personnel Qualifications and Emergency Planning/Response Experience - 20 %
3. NIMS adoption and compliance in employee training and operations - 10 %
4. Project Understanding and Approach - 20 %



5. Management Systems/Reporting Systems/Training Manual- 10 %
6. Cost of Services Proposed - 15 %
7. Experience with City of Freeport - 5%

Special Considerations: The contract process is being followed as required in order to receive reimbursement in the event of a Federal Disaster Declaration. The City of Freeport has worked with Rostan in the past.

Financial Impact: No impact on the general fund budget. Financial impact if the City of Freeport issues a disaster declaration and issues a notice to proceed with the disaster and/or storm debris monitoring services would be for the expenses of the event. Reimbursable for if the declared disaster is declared a federal disaster. The services were competitive bid and reviewed under CFR 200 procurement rules and the City of Freeport policy.

Only financial impact would be in the activation of the contract for emergency management planning and training. If requested by the City, the Consultant shall provide: 1 Comprehensive emergency management plans (e.g. COOP, EOP) to include plan development; review, and revisions. 2. Comprehensive mitigation programs to include development of mitigation plan(s), staff training, cost benefit analysis, project management, environmental review and staff augmentation. At this point a cost estimate would be requested and addressed through City of Freeport procurement process and financially addressed in the existing budget line of emergency management professional services.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Monitoring Service Rostan 08152022
2. Rostan extension letter and CPI

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Freeport, TX and Rostan Solutions, LLC

Page 1 of 13

Task Order Contract

This is an Agreement for Professional Services (hereinafter referred to as the "**Agreement**") effective as of August 1, 2022 between the City of Freeport, TX ("**CLIENT**"), having its principal office at 200 West 2nd Street, Freeport, TX 77541, and Rostan Solutions, LLC ("**ROSTAN**"), a Florida limited liability company, having its principal place of business at 3433 Lithia Pinecrest Road, #287, Valrico, FL 33596. CLIENT and ROSTAN are hereinafter referred to individually as "**Party**" or collectively as "**Parties**."

WHEREAS, the CLIENT requires the services of a qualified firm to perform certain professional services ("**Project**"), has carefully reviewed proposals in response to Request for Proposal (RFP): Disaster and/or Storm Recovery Monitoring, and has selected ROSTAN to provide certain services as outlined in the same.

WHEREAS, the CLIENT will issue Task Orders to ROSTAN describing the work required under this Agreement, containing a mutually-agreed upon "Not to Exceed" cost, unless otherwise provided herein, with all included work being directly related to those services originally sought by the CLIENT. In response, ROSTAN will prepare a scope of work and cost estimate which shall become part of the Task Order upon execution by both Parties.

NOW, THEREFORE, in consideration of the mutual promises herein, ROSTAN and the CLIENT agree that the terms and conditions of this Agreement are as follows:

DEFINITIONS:

"**Fee Schedule**" shall mean the schedule attached as **Attachment 2** to any applicable Task Order as well as the identical schedule attached as **Schedule B**.

"**Projected Budget**" shall mean the initial projected amount it will cost to complete the Project, with such amount being listed under Section 4 of the Task Order.

"**Scope of Services**" shall mean the services and terms described within any forms which are attached as "**Attachment 1**" to any applicable Task Order, along with any modifications or additions to the services provided by ROSTAN to CLIENT which are agreed upon by the Parties or otherwise contemplated in this Agreement.

"**Site**" or "**Work Site**" shall mean the location where ROSTAN is performing services for the Project on behalf of the CLIENT.

"**Task Order**" shall mean the form attached as **Schedule A**, and any later-created substantially similar form, which includes basic information related to the Project and services to be performed by ROSTAN as well as attachments related to the Scope of Services and Fee Schedule.

1. BASIC SERVICES

- 1.1. **Scope of Services.** ROSTAN shall provide the basic services as described in individual Task Orders authorized in writing by the CLIENT. By way of example, but not limitation, a sample Task Order form is provided in **Schedule A**. The Task Order format may be modified from time to time. ROSTAN's obligations under this Agreement are solely for the benefit of the CLIENT and no other party is intended to benefit or have rights hereunder. The Scope of Services are subject to modifications and/or additions and are thus subject to the terms of Section 6.1 herein.
- 1.2. **Standard of Care.** ROSTAN shall perform the professional services under this Agreement at the level customary for competent and prudent professionals performing such services at the time and place where the services are provided. These services will be provided by ROSTAN's recovery, mitigation, and other professionals and individuals skilled in other technical disciplines, as appropriate.
- 1.3. **Subcontractors.** ROSTAN shall be permitted to utilize subcontractors for performing services under any Task Order.
- 1.4. **Transportation or Disposal of Hazardous Materials.** The CLIENT further agrees that, if this Agreement requires the containerization, transportation, or disposal of any hazardous or toxic wastes, materials or

Task Order Contract

substances, ROSTAN is not, and has no authority to act as a generator, arranger, transporter, or disposer of any hazardous or toxic wastes, materials or substances that may be found or identified on, at, or around CLIENT's Site.

2. THE CLIENT's RESPONSIBILITIES

Unless stated otherwise in Section 7 or in individual Task Orders, the CLIENT shall do the following in a timely manner:

- 2.1. **The CLIENT's Representative.** The CLIENT will designate a representative having authority to give instructions, receive information, define the CLIENT's policies, and make decisions with respect to individual Task Orders. Such representative is listed in Section 1 of the Task Order.
- 2.2. **Project Criteria.** Provide criteria and information as to the CLIENT's requirements for a Task Order, including objectives and constraints, space, capacity, scope of work, task assignments, and performance requirements, and any budgetary limitations to the extent known by the CLIENT.
- 2.3. **Access.** Arrange for ROSTAN to access the Site as may be reasonably required to perform the Scope of Services. ROSTAN will be provided with suitable access to appropriate areas of the Site and shall be entitled to the use of such parking facilities and rest room facilities as may be authorized for its use. ROSTAN or its representatives may be on Site during the various stages of the work to observe the progress and quality of the work and to determine, in general, if the work is proceeding in accordance with the intent of the Agreement. Visits and observations made by ROSTAN will not relieve other contractors of their obligation to conduct comprehensive inspections of the work, to furnish materials, to perform acceptable work, and to provide adequate safety precautions.
- 2.4. **Review.** Promptly respond to ROSTAN's requests for decisions or determinations related to the Scope of Services.
- 2.5. **Meetings.** At ROSTAN's discretion and request, hold or arrange to hold meetings required to assist in communication regarding the work required by a Task Order.
- 2.6. **Project Developments.** Give prompt written notice to ROSTAN whenever the CLIENT observes or otherwise becomes aware of any material development that affects the Scope of Services, including, but not limited to the timing, price, and/or scope of ROSTAN's services. For purposes of this Section 2.6, "prompt written notice" shall mean within two (2) business days.

3. PERIODS OF SERVICE

- 3.1. **Time of Performance.** Section 3 of the Task Order anticipates the orderly and continuous progress of the Task Order through completion of the Scope of Services. However, the period of service is subject to change and is thus subject to the terms of Section 6.1 herein.
- 3.2. **Start of Performance.** ROSTAN will start the Scope of Services described in each Task Order upon authorization by the CLIENT. If the CLIENT gives authorization before signing a Task Order, ROSTAN shall be paid for the services provided outside the timeline of the relevant Task Orders. Any Task Order will only be valid if signed by the CLIENT's authorized representative and ROSTAN's authorized representative.
- 3.3. **Force Majeure.** If a force, event, or circumstance beyond ROSTAN's or the CLIENT'S control, including strikes, lock-outs, labor troubles, inability to procure materials, failure of power, restrictive governmental laws or regulations, approval delays by municipalities or governmental entities, riots, insurrection, war, military or usurped power, sabotage, terrorism, unusually severe weather, acts of God, fire, epidemic, pandemics, quarantine, or other casualty or other reason (but excluding financial inability) of a like nature which interrupts or delays ROSTAN's performance, then the time of performance shall be excused for the period of the delay, and the period for the performance shall be extended for a period equivalent to the period of the delay.

Task Order Contract

3.4. **Term.** *This Agreement shall be in effect for three (3) years from the effective date, with the CLIENT option to renew the Agreement for one (1) additional two (2)-year period.*

3.5. **Termination.** *Termination with Cause:* Upon written notice to ROSTAN of a defect or breach of this Agreement, ROSTAN has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Rostan fails to cure the defect(s) or breach(es) within the five (5) business days allowed, the CLIENT may terminate this Agreement. Nevertheless, the CLIENT reserves the right to provide written notice to the ROSTAN that this Agreement shall continue if ROSTAN has in good-faith commenced efforts to cure said defect(s) or breach(es) and ROSTAN agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

Termination without Cause: This Agreement may be terminated by either the CLIENT or ROSTAN at any time, without cause, by providing the other Party with thirty (30) calendar days' prior written notice.

Notwithstanding the foregoing, unless otherwise agreed by the Parties, the terms and conditions of this Agreement shall continue to apply to all outstanding Task Orders until the Scope of Services described thereunder are completed or the Task Order is terminated pursuant to the terms of the Task Order, if different than the terms of this Section 3.4, whichever is sooner.

4. COMPENSATION

4.1. **ROSTAN Services.** Based upon the Scope of Services provided for in each Task Order issued pursuant to the Agreement and any relevant agreed upon changes established after execution of said Task Order, along with the Fee Schedule, the CLIENT shall pay ROSTAN the amount stated in invoices issued for actual work performed and reimbursable expenses incurred during the period covered by the invoice, subject to the funding limits established in each Task Order and any changes agreed upon by the Parties or otherwise contemplated in this Agreement. The CLIENT must raise any disputes regarding an invoice within thirty (30) calendar days of the date of such invoice ("Invoice Dispute Period"). Failure by CLIENT to raise any such dispute within the Invoice Dispute Period shall result in CLIENT waiving any and all claims, disputes, or other challenges associated with such invoice. In the event of a dispute as to any portion of an invoice within the Invoice Dispute Period, the undisputed portion shall be paid as provided in Section 4.1 herein. Invoices are payable by the CLIENT within thirty (30) calendar days after receipt of invoice by CLIENT.

4.2. **Late Payments/Interest Charges.** Accounts not paid within the terms of this Agreement are subject to a 1.5% monthly finance charge, or the highest rate allowable by law, at the discretion of ROSTAN and waivable in whole or in part by ROSTAN at its discretion.

4.3. **Price Escalation.** Hourly rates shall remain fixed during the initial year of the Agreement. The current hourly rates for each labor classification are included in Schedule B to this Agreement. On each anniversary of the effective date of this Agreement, the current hourly rates listed in Schedule B will be adjusted to reflect annual increases in the cost-of-living, based on increases in the national consumer price index for urban wage earners and clerical workers, or any successor index, published in the United States Department of Labor News by the Bureau of Labor Statistics for the 12-month period ending on the last day of the month of May. ROSTAN shall submit to the CLIENT on or before each anniversary of the effective date of this Agreement a replacement Schedule B containing the adjusted hourly rates and a written calculation of the rate increases. The hourly rates included in any replacement Schedule B will apply to any Services performed after the applicable anniversary of the effective date of this Agreement. ROSTAN and the CLIENT will amend this Agreement each year to reflect any changes to ROSTAN's hourly rates for the ensuing year.

5. NON-CONTROLLABLE COSTS

5.1. **Non-Controllable Costs.** ROSTAN has no control over the cost of labor, materials, equipment or services furnished by others, including, but not limited to, CLIENT'S contractors, and/or subcontractors. ROSTAN

has no control over any other person or entity's methods of determining prices. Further, ROSTAN has no control over competitive bidding or market conditions. ROSTAN's opinion of probable cost is made on the basis of ROSTAN's experience and qualifications and represents ROSTAN's judgment as an experienced and qualified professional firm, familiar with the disaster recovery industry. ROSTAN does not guarantee that proposals, bids or actual project cost will not vary from ROSTAN's opinions of probable cost.

6. GENERAL CONSIDERATIONS

6.1. **Changes.** By written and/or electronic notice at any time, the CLIENT or ROSTAN may change services required by a Task Order, provided such changes are within the general scope of the services contemplated by this Agreement, and subject to validation under any applicable cost or price analysis required by federal, state, or local law. In such event, an equitable adjustment both in the compensation for and time of performance of the adjusted Task Order shall be made in writing prior to ROSTAN performing the changed services, unless otherwise provided herein. During the course of the Project, the Scope of Services may be subject to changes in length and/or price dependent upon the nature of the Project and required materials, labor, and/or resources. Any changes requested by CLIENT or ROSTAN must be requested and approved by the CLIENT's or ROSTAN's authorized representative as the case may be.

6.2. **Access to Records.** The following access to records requirements apply to ROSTAN, which includes its successors, transferees, assignees, and subcontractors: (a) ROSTAN agrees to provide the CLIENT, the State of Texas, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to any documents, papers, and records which are directly pertinent to this Agreement for the purpose of making audits, examinations, excerpts, and transcriptions; (b) ROSTAN agrees to permit any of the foregoing parties to reproduce or to copy excerpts and transcriptions as reasonably needed; and (c) ROSTAN agrees to provide the FEMA Administrator or his authorized representatives access to construction or other work sites pertaining to the work being completed under this Agreement, as permitted by the CLIENT.

6.3. **Confidentiality and Proprietary Information.** In the course of providing services under this Agreement, CLIENT and ROSTAN may receive confidential and/or proprietary information and/or materials of the other Party. Each Party agrees to hold secret and confidential all information designated by the other Party as confidential ("Confidential Information"). Neither Party will reveal Confidential Information to a third party unless: (a) the non-disclosing Party consents in writing; (b) the information is or becomes part of the public domain; (c) applicable law, regulation, court order or an agency of competent jurisdiction requires its disclosure; or (d) failure to disclose the information would pose an imminent and substantial threat to human health or the environment. All drawings, specifications, and technical information furnished to CLIENT by ROSTAN or developed for CLIENT by ROSTAN in connection with the Scope of Services are, and will remain, the property the CLIENT.

6.3.1. **Dispute Resolution.** Prior to filing any cause of action, or legal proceeding, with the requisite court of law, the Parties agree that they will first be required to attend mediation. The Parties agree that the Party who initiates the dispute by this procedure shall provide to the non-initiating Party notice of the commenced proceedings and the names of three (3) proposed mediators, whereby the non-initiating Party shall within ten (10) days thereafter select one (1) mediator of the proposed mediators to conduct the mediation. Any controversies or disputes arising out of or relating to this Agreement will be submitted to mediation in accordance with any statutory rules of mediation. Both Parties agree that they will send a representative with full settlement authority to the mediation. The cost of the in-person mediation shall be split amongst the Parties but shall not include travel costs of either Party associated with attending the in-person mediation and/or the expenses of each Party's own legal counsel.

6.3.2. **Governing Law.** This Agreement shall be governed and construed in accordance with the laws of the State of Texas, with exclusive venue in Brazoria County, Texas.

6.3.3. **Compliance with Dispute Resolution.** In the event that either Party fails to comply with the Dispute

Task Order Contract

Resolution procedure set forth in Section 6.3.1 of this Agreement, and files a cause of action or legal proceeding prior to a required mediation taking place (except in the case where ROSTAN waives such mediation), the filing Party agrees to pay the non-filing Party's reasonable attorneys' fees and all costs and expenses incurred with respect to defending such improperly filed cause of action or legal proceeding.

- 6.4. **Remedies.** Nothing in this Agreement otherwise prevents the either Party from utilizing any available remedies, administrative, contractual, or legal, where either Party has been found to have violated or breached the terms of this Agreement, subject to the Limitation of Liability provision below.
- 6.5. **Limitation of Liability.** Notwithstanding any other provision of this Agreement and to the fullest extent permitted by law the Parties agree that neither the CLIENT nor ROSTAN shall be liable to each other for any special, indirect or consequential damages, whether caused or alleged to be caused by negligence, strict liability, breach of contract or warranty under this Agreement. Except for amounts for which indemnification is given by ROSTAN hereunder which shall be capped to the extent of ROSTAN's insurance coverage, in no event will ROSTAN's liability to the CLIENT, whether in contract, tort or any other theory of liability, exceed the fees which ROSTAN has been paid for services from which the liability arises. Further, ROSTAN will not be responsible for other contractors' means, methods, techniques, sequences or procedures of the work, or the safety precautions, including compliance with applicable programs incident thereto. ROSTAN will not be responsible for other contractors' or subcontractors' failure to perform the work in accordance with their applicable contract with the CLIENT or any other agreement. ROSTAN will not be responsible for the acts or omissions of contractors or subcontractors, or any of their agents or employees or any other persons or entities at the Site or otherwise performing any of the work.
- 6.6. **Interpretation.** This Agreement shall be interpreted in accordance with the laws of the State of Texas.
- 6.7. **Successors.** This Agreement is binding on the successors and assigns of the CLIENT and ROSTAN. The Agreement may not be assigned in whole or in part to any third parties without the written consent of the non-assigning Party.
- 6.8. **Independent Contractor.** ROSTAN represents that it is an independent contractor and is not an employee of the CLIENT.
- 6.9. **Notices.** Written notices may be delivered in person or by certified mail, or by facsimile, or by courier or by email. All notices shall be effective upon the date of receipt by the Party.
- 6.10. **Entire Agreement.** This Agreement, including the RFP and Addenda, ROSTAN Proposal, Schedules, Attachments, and Task Orders (including references to other agreements contained in the Task Order), which are executed pursuant to this Agreement, is the entire agreement between the CLIENT and ROSTAN. Any prior or contemporaneous agreements, promises, negotiations or representations not expressly stated herein are of no force and effect. Any changes to this Agreement shall be in writing and signed by the CLIENT and ROSTAN, unless otherwise provided in this Agreement.
- 6.11. **Waivers and Severability.** A waiver or breach of any term, condition, or covenant by a Party shall not constitute a waiver or breach of any other term, condition or covenant. If any court of competent jurisdiction declares a provision of this Agreement invalid, illegal, or otherwise unenforceable, the remaining provisions of the Agreement shall remain in full force and effect.
- 6.12. **Effective Date.** This Agreement is effective on the date shown on the cover page.

7. SCHEDULES.

7.1 **Schedules.** The following **Schedules**, as well as any future applicable Task Orders, are attached hereto and made a part of this Agreement:

7.1.1 **Schedule A:** *Sample Task Order*

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Freeport, TX and Rostan Solutions, LLC

Page 6 of 13

Task Order Contract

7.1.2 Schedule B: Fee Schedule

7.1.3 Schedule C: Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200

7.1.4 Schedule D: Certification Regarding Lobbying

7.2 Required Contract Provisions for Non-Federal Entity Contracts Under Federal Awards. In addition to the terms and conditions expressed within this Agreement, the Code of Federal Regulation ("CFR") Part 200.326 requires that contracts made by non-Federal entities under a Federal award must contain certain provisions and/or clauses, as applicable, to the contract. These clauses are identified in 2 CFR Part 200 Appendix II, and by their inclusion within Schedule C "Required Clauses – Contract Provisions for Non-Federal Entity Contracts Under Federal Awards Under 2 CFR Part 200", are incorporated into the terms of this Agreement, as applicable, and any Task Orders issued.

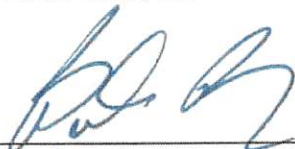
8.0 Execution Authority. This Agreement is a valid and authorized undertaking of the CLIENT and ROSTAN. The representatives of the CLIENT and ROSTAN who have signed below have been authorized to do so.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year shown on the cover page.

CITY OF FREEPORT, TX

ROSTAN SOLUTIONS, LLC

By: _____



Name: _____

Brooks Bass

Title: _____

Mayor

Date: _____

8/15/22

By: _____



Name: _____

Travis Mays

Title: _____

Vice President

Date: _____

8/19/22

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Freeport, TX and Rostan Solutions, LLC

Page 7 of 13

Task Order Contract

SAMPLE

SAMPLE

Schedule A**PROFESSIONAL SERVICES TASK ORDER**

Task Order Number: _____

Task Order Date: _____

Subject to the Agreement between **CLIENT** and **ROSTAN**, effective ____, ____, 2022 the CLIENT hereby authorizes ROSTAN to perform services as specified in this Task Order and in accordance with the above-mentioned Agreement.

1. Basic Project Information.Project Name: SAMPLE

Project Location: _____

CLIENT Representative: _____

ROSTAN Representative: _____

2. **Scope of Services:** ROSTAN shall perform its services as described in Attachment 1, Scope of Services, attached and incorporated into this Task Order.

3. **Period of Service:** The period of service shall be _____, 20__ through _____, 20__.

4. **Compensation:** ROSTAN's compensation under this Task Order, which shall not be exceeded without prior written authorization of the CLIENT, is \$_____.

5. This Task Order's Fee Schedule is incorporated and provided as Attachment 2.

6. **Amendment:** [_____] This Task Order amends a previously executed Task Order No. _____, Dated_____.

ISSUED AND AUTHORIZED BY:
CITY OF FREEPORT, TX

ACCEPTED AND AGREED TO BY:
ROSTAN SOLUTIONS, LLC

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Task Order Contract

SAMPLE

SAMPLE

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 1
Scope of Services

PROFESSIONAL SERVICES TASK ORDER

Task Order Number: _____

Attachment 2
Fee Schedule

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Freeport, TX and Rostan Solutions, LLC

Page 9 of 13

Task Order Contract

**Schedule B
Fee Schedule**

SECTION IV – PROPOSAL STATEMENTS I have read and understand the requirements of this proposal, Debris Monitoring and Recovery Services, and agree to provide the required services in accordance with this proposal and all attachments, exhibits etc. I agree to furnish the services as described in RFP except where specific exception has been taken. The hourly labor rates shall include all applicable overhead and profit. All non-labor related project costs (including communications, supplies, rental equipment, and other direct project expenses) will be billed to the City at cost without mark-up. ~~Travel, lodging and per diem will not be allowable charges to the city.~~

Positions	Hourly Rates
Project Manager	\$ 80.00
Operations Managers	\$ 70.00
GIS Analyst	\$ 65.00
Field Supervisor	\$ 48.00
Debris Site Monitors	\$ 35.00
Load Ticket Data Entry Clerks	\$ 0.00
Project Assistants	\$ 32.00
Field Coordinators (crew Monitors)	\$ 35.00

OTHER REQUIRED POSITIONS: Proposer may include other positions, with hourly rates, as needed.

Positions	Hourly Rates
Junior Technical Consultant	\$ 130.00
Technical Consultant	\$ 155.00
Senior Technical Consultant	\$ 180.00
Grant Specialist	\$ 120.00
Data Manager	\$ 75.00

SUBMITTED BY:PROPOSER: Rostan Solutions, LLCSIGNED: NAME (PRINT) Sam RosaniaADDRESS: 3433 Lithia Pinecrest Road, Suite 287CITY/STATE: Valrico, FL 33596TELEPHONE: (813) 333-7042FAX: (813) 333-7330 EMAIL: srosania@rostan.com

Schedule C

CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be affected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Freeport, TX and Rostan Solutions, LLC

Page 11 of 13

Task Order Contract

of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401–7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251–1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401–7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251–1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) Procurement of Recovered Materials – A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(K) Prohibition on certain telecommunications and video surveillance services or equipment. – (a) Recipients and subrecipients are prohibited from obligating or expending loan or grant funds to: (1) Procure or obtain; (2) Extend or renew a contract to procure or obtain; or (3) Enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. As described in Public Law 115–232, section 889, covered

AGREEMENT FOR PROFESSIONAL SERVICES

Between the City of Freeport, TX and Rostan Solutions, LLC

Page 12 of 13

Task Order Contract

telecommunications equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities). (i) For the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes, video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities). (ii) Telecommunications or video surveillance services provided by such entities or using such equipment. (iii) Telecommunications or video surveillance equipment or services produced or provided by an entity that the Secretary of Defense, in consultation with the Director of the National Intelligence or the Director of the Federal Bureau of Investigation, reasonably believes to be an entity owned or controlled by, or otherwise connected to, the government of a covered foreign country. -

(L) Domestic Preference for procurements – (a) As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all contracts and purchase orders for work or products under this award. (b) For purposes of this section: (1) "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. (2) "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

Schedule D

Certification Regarding Lobbying

The undersigned certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995). Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

The Contractor, Rostan Solutions, LLC, certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Representative

Travis Mays/ Vice President

Name/Title of Contractor's Authorized Representative

8/19/22

Date

Request for Taxpayer Identification Number and Certification

► Go to www.irs.gov/FormW9 for instructions and the latest information.

Give Form to the
requester. Do not
send to the IRS.

Print or type. See Specific Instructions on page 3.	1 Name (as shown on your income tax return). Name is required on this line; do not leave this line blank. Rostan Solutions, LLC	
	2 Business name/disregarded entity name, if different from above	
	3 Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only one of the following seven boxes. ☐ Individual/sole proprietor or single-member LLC ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate ☒ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ► S Note: Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is not disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner. ☐ Other (see instructions) ►	
	4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3): Exempt payee code (if any) _____ Exemption from FATCA reporting code (if any) _____ (Applies to accounts maintained outside the U.S.)	
	5 Address (number, street, and apt. or suite no.) See instructions. 3433 Lithia Pinecrest Road, Suite 287	Requester's name and address (optional)
6 City, state, and ZIP code Valrico, FL 33596		
7 List account number(s) here (optional)		

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number								
			-			-		
or								
Employer identification number								
2	0	-	5	4	2	5	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign
Here

Signature of
U.S. person ►

Date ► 6/9/2023

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to www.irs.gov/FormW9.

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See *What is backup withholding*, later.

CONFLICT OF INTEREST QUESTIONNAIRE

For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

Rostan Solutions, LLC

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes

☐ No

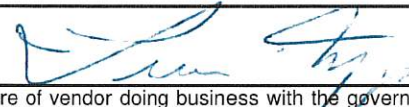
B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes

☐ No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

6/9/2023

Date



ROSTAN SOLUTIONS, LLC
4600 Goer Drive, Suite 200A
North Charleston, SC 29406
T: 813.333.7042 | F: 813.333.7330
www.rostan.com

July 25, 2025

Chief Chris Motley
Fire Chief/Emergency Management Coordinator
City of Freeport, TX
131 E. 4th Street
Freeport, TX 77541

RE: CPI Adjustment & Contract Extension Request – Disaster and/or Storm Recovery Monitoring Services

Chief Motley,

Our contract with the City, which was effective August 1, 2022, and was scheduled for an initial three-year term, is set to expire on July 31, 2025. At this time, we would like to request an extension to the contract, exercising the available two-year extension option which would carry the contract through July 31, 2027.

We would also like to request consideration from the City to adjust the fee schedule in our contract, which is permissible under Section 4.3 Price Escalation of our contract. Although permissible on an annual basis, we haven't previously requested fee adjustments during the contract term. Over the past three years, the Consumer Price Index (CPI) for Urban Consumers Southwest Region (Urban wage earners and clerical workers) had a cumulative increase of 9.1% as indicated by the preceding 12 months ending May of each year.

The table below outlines the current contract rates and our request to increase the contracted rates by a modest 5%:

DISASTER AND/OR STORM RECOVERY MONITORING SERVICES - Rostan Solutions LLC							
Positions	2022 - Bid Rate	2023	2024	2025	3 Year CPI	ADJ	2025 - Rates
Project Manager	\$80.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$84.00
Operations Manager	\$70.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$73.50
GIS Analyst	\$65.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$68.25
Field Supervisor	\$48.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$50.40
Debris Site Monitors	\$35.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$36.75
Load Ticket Data Entry Clerks	\$0.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$0.00
Project Assistants	\$32.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$33.60
Field Coordinators (crew Monitors)	\$35.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$36.75
Other Required Positions:							
Junior Technical Consultant	\$130.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$136.50
Technical Consultant	\$155.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$162.75
Senior Technical Consultant	\$180.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$189.00
Grant Specialist	\$120.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$126.00
Data Manager	\$75.00	3.6%	3.3%	2.2%	9.1%	5.0%	\$78.75

We appreciate your consideration of this matter. Should you have any questions let us know.

Sincerely,

A handwritten signature in blue ink, appearing to read "Travis Mays", with a stylized flourish at the end.

Travis Mays
Vice President
Rostan Solutions

Enclosures:

CPI Summary_May 2023

CPI Summary_May 2024

CPI Summary_May 2025

Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth-Arlington, and Houston-The Woodlands-Sugar Land, May 2023
(1982-84=100 unless otherwise noted)

Item and group	U.S. City Average				Dallas-Fort Worth-Arlington				Houston-The Woodlands-Sugar Land			
	Index	Percent change			Index	Percent change			Index	Percent change		
	May 2023	12-month	1-month	2-month	May 2023	12-month	1-month	2-month	May 2023	12-month	1-month	2-month
All items	304.127	4.0	0.3	0.8	287.133	4.7		0.8				
Food and beverages	319.811	6.6	0.2	0.5	325.379	8.0		1.3				
Food	322.249	6.7	0.2	0.4	320.787	8.2		1.4				
Food at home	302.535	5.8	0.1	0.2	269.775	5.6	1.1	1.3	290.724	9.4	0.9	2.0
Cereals and bakery products	354.195	10.7	0.1	0.1	316.333	7.0		2.8				
Meats, poultry, fish, and eggs	315.968	0.3	-0.9	-0.7	313.754	2.7		1.2				
Dairy and related products	269.573	4.6	-0.6	-0.7	229.926	-0.2		-1.0				
Fruits and vegetables	350.986	2.7	1.4	1.5	229.818	1.7		0.4				
Nonalcoholic beverages and beverage materials ⁽¹⁾	216.460	8.7	0.3	0.1	231.361	7.5		0.6				
Other food at home	269.999	9.2	0.1	0.5	271.612	11.8		2.3				
Food away from home	352.892	8.3	0.5	0.8	397.945	11.5		1.6				
Alcoholic beverages	285.285	4.8	0.5	1.0	379.418	5.4		0.4				
Housing	318.205	6.8	0.3	0.5	286.584	7.8		0.4				
Shelter	378.776	8.0	0.6	1.0	323.771	9.9	0.9	0.8	315.629	9.2	0.4	1.7
Rent of primary residence	396.726	8.7	0.5	1.0	348.075	9.1	0.1	0.7	312.277	9.4	0.7	1.7
Owners' equivalent rent of residences ⁽²⁾	387.323	8.0	0.5	1.0	346.054	9.5	0.9	1.0	294.679	10.0	0.5	1.4
Owners' equivalent rent of primary residence ⁽²⁾	387.416	8.1	0.5	1.0	346.054	9.5	0.9	1.0	294.679	10.0	0.5	1.4
Fuels and utilities	297.818	0.9	-0.7	-2.0	294.219	-2.8		-1.0				
Household energy	249.289	-0.5	-1.1	-2.9	266.029	-5.9	0.0	-1.4	143.497	-36.3	-0.6	-4.8
Energy Services	253.204	1.6	-0.8	-2.5	262.493	-5.6	0.2	-1.2	140.475	-36.4	-0.4	-4.7
Electricity	262.135	5.9	-0.4	-1.1	249.770	-2.8	0.6	-0.2	131.336	-42.1	0.0	-5.8
Utility (piped) gas service	221.484	-11.0	-2.0	-7.0	258.738	-17.7	-1.7	-6.2	170.520	-0.8	-1.9	0.1
Household furnishings & operations	148.667	4.2	-0.7	-0.4	139.602	3.0		-1.6				
Apparel	131.382	3.5	-0.3	-1.3	118.982	1.7		-1.7				
Transportation	268.862	-2.0	0.5	2.6	266.461	-2.9		2.5				
Private transportation	267.275	-1.6	0.5	2.6	271.947	-2.3		2.7				
New and used motor vehicles ⁽³⁾	129.619	1.4	1.0	2.6	135.581	-0.7		2.3				
New vehicles ⁽¹⁾	179.329	4.7	0.2	0.6	227.468	3.0		0.3				
Used cars and trucks ⁽¹⁾	199.576	-4.2	3.2	7.9	471.034	-3.6		7.6				
Motor fuel	315.310	-20.0	-1.4	3.5	293.185	-25.8	-7.0	0.7	272.054	-25.8	-4.8	1.8
Gasoline (all types)	314.116	-19.7	-1.4	3.8	291.525	-25.5	-7.1	1.0	272.877	-25.3	-5.0	2.3
Motor vehicle insurance ⁽¹⁾	695.929	17.1	1.7	2.7								
Medical care	547.420	0.7	0.0	-0.1	505.251	1.8		-0.2				
Recreation ⁽³⁾	136.280	4.5	-0.1	0.4	132.503	5.6		1.0				
Education and communication ⁽³⁾	145.205	1.5	-0.2	-0.2	133.243	0.9		-0.4				
Tuition, other school fees, and childcare ⁽¹⁾	830.600	3.6	0.1	0.2	1331.005	2.7		0.0				
Other goods and services	536.518	6.7	0.5	1.5	501.912	4.9		0.0				
SPECIAL INDEXES (CPI-U)												
Energy	279.816	-11.7	-1.2	0.3	279.467	-17.5	-3.6	-0.3	199.584	-30.6	-3.1	-1.1
All items less shelter	278.336	2.1	0.1	0.6	270.491	1.8		0.8				
All items less food and energy	308.096	5.3	0.4	0.9	288.925	7.0		0.8				
All items (1967 = 100)	911.031				900.720							
CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)												
All items	298.382	3.6	0.2	0.8	297.008	4.6		1.0				
All items (1967 = 100)	888.788				915.872							

(1) Dallas indexes on a February 1978=100 base. Houston indexes on an April 1978=100 base.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

Note: The CPI measures changes in prices of all goods and services purchased for consumption by urban households. The indexes for food at home, energy, and shelter are compiled monthly for the Dallas and Houston areas. Full surveys, which produce the All Items Indexes and major components, are compiled every two months. These full surveys are published for the odd-numbered months for Dallas and for the even-numbered months for Houston.

Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth-Arlington, and Houston-The Woodlands-Sugar Land, May 2024
(1982-84=100 unless otherwise noted)

Item and group	U.S. City Average				Dallas-Fort Worth-Arlington				Houston-The Woodlands-Sugar Land			
	Index	Percent change			Index	Percent change			Index	Percent change		
	May 2024	12-month	1-month	2-month	May 2024	12-month	1-month	2-month	May 2024	12-month	1-month	2-month
All items	314.069	3.3	0.2	0.6	301.567	5.0		1.0				
Food and beverages	326.545	2.1	0.1	0.3	331.215	1.8		-0.2				
Food	329.120	2.1	0.1	0.3	327.203	2.0		-0.2				
Food at home	305.679	1.0	0.0	0.1	270.048	0.1	-0.3	-0.4	292.259	0.5	1.0	0.5
Cereals and bakery products	356.758	0.7	0.3	0.6	317.732	0.4	0.2	-1.3	348.661	-4.8	2.9	2.1
Meats, poultry, fish, and eggs	323.414	2.4	0.3	0.3	319.787	1.9	0.1	-0.4	311.651	-0.2	0.1	-0.2
Dairy and related products	266.749	-1.0	-0.3	0.2	235.443	2.4	0.2	3.1	234.868	-1.9	-1.5	0.8
Fruits and vegetables	353.084	0.6	0.2	0.1	225.249	-2.0	-0.9	-2.0	387.517	13.3	5.8	3.5
Nonalcoholic beverages and beverage materials ⁽¹⁾	219.354	1.3	-0.6	-0.9	230.808	-0.2	0.0	-0.2	350.812	-1.2	-1.8	-2.2
Other food at home	272.796	1.0	-0.2	0.2	268.468	-1.2	-1.0	-0.3	245.969	-4.0	-0.6	-0.9
Food away from home	367.099	4.0	0.4	0.7	415.233	4.3		0.0				
Alcoholic beverages	290.094	1.7	0.1	0.3	375.882	-0.9		-0.8				
Housing	332.777	4.6	0.3	0.5	305.994	6.8		0.9				
Shelter	399.274	5.4	0.4	0.8	345.430	6.7	0.4	0.9	327.794	3.9	-0.2	0.4
Rent of primary residence	417.772	5.3	0.3	0.6	366.935	5.4	0.4	0.5	325.271	4.2	0.2	0.5
Owners' equivalent rent of residences ⁽²⁾	409.208	5.7	0.4	0.8	367.961	6.3	0.0	0.5	306.986	4.2	0.0	0.4
Owners' equivalent rent of primary residence ⁽²⁾	409.252	5.6	0.4	0.7	367.961	6.3	0.0	0.5	306.986	4.2	0.0	0.4
Fuels and utilities	311.649	4.6	0.1	-0.8	331.630	12.7		2.2				
Household energy	260.721	4.6	0.1	-1.2	309.324	16.3	2.4	3.1	170.044	18.5	5.3	4.1
Energy Services	265.029	4.7	0.3	-1.0	305.572	16.4	2.3	3.2	166.927	18.8	5.4	4.2
Electricity	277.584	5.9	0.3	-0.2	286.002	14.5	3.1	4.3	159.803	21.7	5.1	5.1
Utility (piped) gas service	222.024	0.2	0.1	-3.7	325.703	25.9	-1.3	-2.2	182.365	6.9		0.0
Household furnishings & operations	146.719	-1.3	-0.3	-0.9	140.288	0.5		0.2				
Apparel	132.433	0.8	-0.8	-0.9	118.404	-0.5		-1.8				
Transportation	276.623	2.9	0.0	1.5	279.582	4.9		1.5				
Private transportation	275.609	3.1	-0.1	1.3	285.987	5.2		1.0				
New and used motor vehicles ⁽³⁾	125.162	-3.4	0.1	-0.1	128.198	-5.4		-0.5				
New vehicles ⁽¹⁾	177.958	-0.8	-0.2	-0.2	222.531	-2.2		-0.4				
Used cars and trucks ⁽¹⁾	180.971	-9.3	0.5	0.0	425.811	-9.6		-0.2				
Motor fuel	321.561	2.0	-0.5	4.5	309.251	5.5	-2.2	3.2	280.338	3.0	-1.3	4.7
Gasoline (all types)	320.981	2.2	-0.5	4.7	307.082	5.3	-2.2	3.4	280.565	2.8	-1.3	4.8
Motor vehicle insurance ⁽¹⁾	836.941	20.3	-0.3	1.1								
Medical care	564.249	3.1	0.5	0.8	531.868	5.3		3.4				
Recreation ⁽³⁾	138.118	1.3	-0.2	0.0	134.981	1.9		-0.3				
Education and communication ⁽³⁾	145.955	0.5	-0.1	0.1	139.672	4.8		2.2				
Tuition, other school fees, and childcare ⁽¹⁾	854.408	2.9	0.3	0.4	1524.487	14.5		5.2				
Other goods and services	556.772	3.8	0.1	0.6	526.819	5.0		1.2				
SPECIAL INDEXES (CPI-U)												
Energy	290.139	3.7	-0.2	1.8	312.926	12.0	-0.1	3.2	220.234	10.3	1.2	4.4
All items less shelter	284.261	2.1	0.0	0.4	281.278	4.0		1.0				
All items less food and energy	318.629	3.4	0.2	0.5	303.407	5.0		1.0				
All items (1967 = 100)	940.811				946.000							
CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)												
All items	308.163	3.3	0.1	0.5	311.662	4.9		0.9				
All items (1967 = 100)	917.924				961.061							

(1) Dallas indexes on a February 1978=100 base. Houston indexes on an April 1978=100 base.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

Note: The CPI measures changes in prices of all goods and services purchased for consumption by urban households. The indexes for food at home, energy, and shelter are compiled monthly for the Dallas and Houston areas. Full surveys, which produce the All Items Indexes and major components, are compiled every two months. These full surveys are published for the odd-numbered months for Dallas and for the even-numbered months for Houston.

Southwest Consumer Price Index Indicators

CPI for All Urban Consumers (CPI-U): U.S. City Average, Dallas-Fort Worth-Arlington, and Houston-The Woodlands-Sugar Land, May 2025
(1982-84=100 unless otherwise noted)

Item and group	U.S. City Average				Dallas-Fort Worth-Arlington				Houston-The Woodlands-Sugar Land			
	Index	Percent change			Index	Percent change			Index	Percent change		
	May 2025	12-month	1-month	2-month	May 2025	12-month	1-month	2-month	May 2025	12-month	1-month	2-month
All items	321.465	2.4	0.2	0.5	303.355	0.6	—	0.1	—	—	—	—
Food and beverages	335.687	2.8	0.2	0.2	338.519	2.2	—	0.5	—	—	—	—
Food	338.598	2.9	0.3	0.3	334.987	2.4	—	0.6	—	—	—	—
Food at home	312.491	2.2	0.2	-0.1	273.168	1.2	-0.6	0.8	294.847	0.9	0.3	0.8
Cereals and bakery products	360.325	1.0	1.2	0.5	314.797	-0.9	-1.3	-1.7	332.740	-4.6	1.9	0.7
Meats, poultry, fish, and eggs	343.032	6.1	-0.5	-1.5	335.828	5.0	0.8	2.5	337.777	8.4	0.5	-0.3
Dairy and related products	271.348	1.7	-0.1	-0.3	238.452	1.3	-2.1	-1.5	237.293	1.0	-1.2	5.3
Fruits and vegetables	351.335	-0.5	0.6	0.3	219.753	-2.4	-1.8	1.3	380.261	-1.9	1.8	1.7
Nonalcoholic beverages and beverage materials ⁽¹⁾	226.252	3.1	-0.7	-0.3	235.438	2.0	-1.7	-0.9	343.437	-2.1	-3.7	-2.8
Other food at home	276.606	1.4	0.5	0.5	269.819	0.5	0.2	1.9	247.003	0.4	0.8	1.4
Food away from home	381.228	3.8	0.3	0.8	431.245	3.9	—	0.4	—	—	—	—
Alcoholic beverages	294.478	1.5	-0.1	-0.1	374.583	-0.3	—	-0.8	—	—	—	—
Housing	345.938	4.0	0.3	0.7	312.996	2.3	—	-0.5	—	—	—	—
Shelter	414.689	3.9	0.3	0.7	351.073	1.6	-0.1	-0.5	332.167	1.3	0.0	0.3
Rent of primary residence	433.698	3.8	0.2	0.4	371.866	1.3	-0.5	-0.5	328.892	1.1	0.1	0.7
Owners' equivalent rent of residences ⁽²⁾	426.214	4.2	0.3	0.5	375.084	1.9	0.3	-0.6	311.248	1.4	0.1	0.5
Owners' equivalent rent of primary residence ⁽²⁾	426.224	4.1	0.3	0.5	375.084	1.9	0.3	-0.6	311.248	1.4	0.1	0.5
Fuels and utilities	330.265	6.0	0.6	1.0	—	—	—	—	—	—	—	—
Household energy	276.951	6.2	0.8	1.1	—	—	—	—	—	—	—	—
Energy Services	282.947	6.8	0.8	1.4	—	—	—	—	—	—	—	—
Electricity	290.055	4.5	1.2	1.4	—	—	—	—	—	—	—	—
Utility (piped) gas service	255.981	15.3	-0.2	1.5	—	—	—	—	—	—	—	—
Household furnishings & operations	150.690	2.7	0.1	0.8	143.832	2.5	—	-2.0	—	—	—	—
Apparel	131.223	-0.9	-1.0	-2.1	125.530	6.0	—	1.1	—	—	—	—
Transportation	272.946	-1.3	0.2	1.1	272.317	-2.6	—	1.1	—	—	—	—
Private transportation	272.979	-1.0	0.1	1.0	279.620	-2.2	—	1.2	—	—	—	—
New and used motor vehicles ⁽³⁾	125.850	0.5	0.3	0.8	126.470	-1.3	—	0.4	—	—	—	—
New vehicles ⁽¹⁾	178.728	0.4	0.0	0.3	223.347	0.4	—	0.2	—	—	—	—
Used cars and trucks ⁽¹⁾	184.224	1.8	0.7	1.3	427.834	0.5	—	0.8	—	—	—	—
Motor fuel	283.403	-11.9	-0.7	2.1	273.322	-11.6	1.3	4.3	241.589	-13.8	-1.6	0.9
Gasoline (all types)	282.614	-12.0	-0.7	2.2	271.536	-11.6	1.4	4.4	241.847	-13.8	-1.6	1.0
Motor vehicle insurance ⁽¹⁾	895.262	7.0	0.3	0.6	—	—	—	—	—	—	—	—
Medical care	578.250	2.5	0.2	0.6	511.678	-3.8	—	0.2	—	—	—	—
Recreation ⁽³⁾	140.630	1.8	0.0	-0.1	135.991	0.7	—	0.1	—	—	—	—
Education and communication ⁽³⁾	146.395	0.3	0.0	-0.2	132.501	-5.1	—	0.4	—	—	—	—
Tuition, other school fees, and childcare ⁽¹⁾	884.191	3.5	0.2	0.2	1492.600	-2.1	—	0.0	—	—	—	—
Other goods and services	578.031	3.8	0.3	0.6	529.486	0.5	—	0.7	—	—	—	—
SPECIAL INDEXES (CPI-U)												
Energy	280.097	-3.5	0.1	1.6	306.527	-2.0	0.7	2.3	205.376	-6.7	-0.6	4.1
All items less shelter	288.519	1.5	0.2	0.4	281.201	0.0	—	0.5	—	—	—	—
All items less food and energy	327.509	2.8	0.2	0.5	304.890	0.5	—	-0.2	—	—	—	—
All items (1967 = 100)	962.965				951.608				—			
CPI FOR URBAN WAGE EARNERS AND CLERICAL WORKERS (CPI-W)												
All items	314.839	2.2	0.2	0.5	312.831	0.4	—	0.2	—	—	—	—
All items (1967 = 100)	937.808				964.666				—			

(1) Dallas indexes on a February 1978=100 base. Houston indexes on an April 1978=100 base.

(2) Indexes on a December 1982=100 base.

(3) Indexes on a December 1997=100 base.

Note: The CPI measures changes in prices of all goods and services purchased for consumption by urban households. The indexes for food at home, energy, and shelter are compiled monthly for the Dallas and Houston areas. Full surveys, which produce the All Items Indexes and major components, are compiled every two months. These full surveys are published for the odd-numbered months for Dallas and for the even-numbered months for Houston.



City Council Agenda Item #[5.J]

Title: Consideration and possible action to approve contract renewal for Disaster and/or Storm Recovery Services Ashbritt, Inc (Primary), Ceres (secondary), and authorize the Mayor to sign the contract after review by the attorney.

Date: August 4, 2025

From: Christopher Motley, Fire Chief

Staff Recommendation: Staff recommends extension of the contract for two years under the original awarded bid for Disaster and/or Storm Recovery Services as primary contractor Ashbritt, Inc. and an alternate Cere's with a CPI adjustment.

Staff will forward the contract to the attorney for legal review and recommends Council to authorize the Mayor to sign the contract when approved.

Item Summary: Disaster and/or Storm Recovery Services is a contract award for up to five years with the initial period being three years with (one) two-year extension for a total of five years. Each contract award allows price adjustment based on the consumer price index under the U.S. Bureau of Labor Statistics.

Ashbritt's Inc. request an extension on the contract with a cumulative CPI review.

Cere's request an extension on the contract with a CPI increase.

Background Information: This is insert from the Mayor and Council memorandum from July 12, 2022 meeting:

Scope of Work: Under this contract, work shall consist of clearing and removing any and all "eligible" debris as defined by Federal Emergency Management Agency (FEMA) Publication 325, all applicable State and Federal Disaster Specific Guidance and policies, and as directed by the City of Freeport. Work will include 1) examining debris to determine whether or not debris is eligible, burnable or non-burnable, 2) loading the debris, 3) hauling debris to approved Temporary Debris Storage and Reduction Sites (TDSRS) or landfill(s), 4) reducing the debris, 5) hauling the debris to an approved disposal facility, and 6) dumping the debris at the dumpsite or landfill. Debris not defined as eligible by FEMA Publication 325 or State or Federal DSGs or policies will not be loaded, hauled, or dumped under this contract unless written instructions are given to the Contractor by the City of Freeport. It shall be the Contractors responsibility to load, transport, reduce, and properly dispose of any and all disaster generated debris which is the result of the event under which the Contractor was issued a notice to proceed, unless otherwise directed by the City of Freeport, in writing.



The activation of these contracts is response to a disaster or storm impacting the City

The City of Freeport has advertised for sealed bids for Disaster and/or Storm Recovery Services. The bids have been reviewed and graded on the criteria listed in the request for proposal. A follow up interview was conducted to validate the proposals as a part of the bid process.

The list includes RFP received for disaster bid for Disaster and/or Storm Recovery Services: Ashbritt, Inc, Ceres, DRC Emergency Services, KDF, TFR

Basis of Award: Proposals will be evaluated according to the following criteria:

1. Firm Qualifications and Experience – 20%
2. Personnel Qualifications and Emergency Planning/Response Experience – 20 %
3. NIMS adoption and compliance in employee training and operations – 10 %
4. Project Understanding and Approach - 20 %
5. Management Systems/Reporting Systems/Training Manual – 10 %
6. Cost of Services Proposed - 15 %
7. Experience with City of Freeport – 5%

Special Considerations: The contract process is being followed as required in order to receive reimbursement in the event of a Federal Disaster Declaration. The City of Freeport has worked with Ashbritt, Inc with a notice to proceed during Hurricane Nicholas 2021 and Hurricane Beryl 2024. Ashbritt, Inc has past experience in preplanning the area for a response and establishing temporary debris management sites for recovery operations. Cere's has past experience in preplanning the area for a response and establishing temporary debris management sites for recovery operations.

Financial Impact: No impact on the general fund budget. Financial impact if the City of Freeport issues a disaster declaration and issues a notice to proceed with the disaster and/or storm debris removal services would be for the expenses of the event. The services were competitive bid and reviewed under CFR 200 procurement rules and the City of Freeport policy.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Ceres Environmental Contract scan 08012025
2. Asbritt Inc Contract
3. Ceres Contract renewal
4. 2025 Cost Increase Request Freeport

Standby Contract for the City of Freeport, Texas- Disaster and/or Storm Related Services

By and Between

City of Freeport, TX

and

Ceres Environmental Services, Inc.

This Contract is made and entered into on the dates hereinafter indicated, by and between the City of Freeport, Texas, hereinafter referred to as "Client", a government agency of the State of Texas, and Ceres Environmental Services, Inc., hereinafter referred to as "Ceres", a Florida corporation authorized to do and doing business in the State, represented herein by its Corporate Secretary, Tia Laurie, duly authorized.

WITNESSETH:

WHEREAS, Client requires a standby contract for Disaster and/or Storm Recovery Services; and

WHEREAS, Client prepared and issued a Request For Disaster and/or Storm Related Services, requesting proposals from qualified firms, hereinafter referred to as "the Request", a copy of which is attached hereto and incorporated herein by reference as Exhibit "A"; and

WHEREAS, Ceres submitted a formal proposal in response to the Request dated June 15, 2022, hereinafter referred to as "the Proposal", a copy of which is attached hereto and incorporated herein by reference as Exhibit "B"; and

WHEREAS, Ceres submitted the Proposal, contained relevant pricing information, hereinafter referred to as "Fee Schedule", a copy of which is attached hereto and incorporated herein by reference as Exhibit "C"; and

WHEREAS, Client and selected Ceres are now desirous of entering into a final and binding contract for the Request in accordance with the Exhibit documents annexed hereto and the terms and conditions outlined herein.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein, Client and Ceres hereby agree as follows, to-wit:

SECTION 1 – GENERAL

This Contract will commence upon signature of the Client.

Ceres will provide The Request to Client in accordance with the terms and conditions stated herein, and those contained in the Request, Proposal, and Fee Schedule (Exhibits "A" "B" and "C").

For purposes of this Contract, the order of precedence for interpretation will be as follows:

1. This Contract to provide The Request
2. The Request for Proposal and any and all Addendums ("Exhibit A")
3. The Proposal ("Exhibit B")
4. Fee Schedule ("Exhibit C")

SECTION 2 – SCOPE OF SERVICES

Client hereby engages Ceres to provide The Request in accordance with the terms and conditions stated in Exhibit "A". The Scope of Services specifically includes those items listed in "Scope of Services, included in Exhibit A. This Contract is a pre-placement contract that can be activated by Client in the event of an emergency or disaster-related event such as, but not limited to, hurricanes, tornados, and floods. The use of Ceres' services under this Contract will therefore be on an as-needed basis as requested by Client. The Scope of Services may include removal of debris from public property; removal of debris from public streets and rights-of-way; processing and disposal of debris; preparing and maintaining documentation of all services performed including, but not limited to, time sheets, load tickets, materials used, invoices for rented equipment, etc.

SECTION 3 - MAXIMUM CONTRACT AMOUNT

The Contract is based on Unit Pricing as set forth in the Fee Schedule, Exhibit C.

SECTION 4 – CONTRACT PERIOD

This contract will commence on the signature of Client and will expire on three (3) year after execution date of this contract with the option to renew for an additional one (1) additional two (2) year term, upon agreement by both parties under the same terms and conditions. Services under this Contract will only be performed in the event of a disaster and no funding will be available for this Contract until the time of the disaster.

SECTION 5 – PRICE ADJUSTMENT ALLOWANCE

The CLIENT will allow one (1) price adjustment for each year, per one year renewal periods, but prices shall not exceed the Consumer Price Index (Urban Consumers) South Region percent of change for the twelve (12) months immediately preceding the date of written request for price adjustment.

Equitable Adjustments: AGREEMENT RENEWAL a. Price adjustment, during the optional renewal period, will be allowed, b. price adjustment per year of renewal and must be in accordance with the above CPI stipulation.

SECTION 6 – OWNERSHIP OF DEBRIS

All debris, including regulated hazardous waste, and white goods, shall become the property of Ceres for removal and lawful disposal. Ceres is permitted to retain any revenues generated from recycled goods such as white goods, metals etc. This list does not contain all recycled goods that Ceres may retain profits from.

SECTION 7 - AUDIT OF RECORDS

The monitoring and auditing of Ceres' records shall be allowed to Client's Finance Department, and any other appropriate CLIENT entities, or other third parties as designated by CLIENT.

SECTION 8 – INSURANCE REQUIREMENTS

Insurance:

Prior to commencing work, Ceres shall procure and maintain, at Ceres' own cost and expense for the duration of the agreement, the following insurance against claims for injuries to person or damages to property which may arise from, or in connection with, the performance of the work or services hereunder by Ceres, agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in the Proposal.

Ceres shall maintain limits no less than: Commercial General/Umbrella Liability Insurance-\$5,000,000.00 aggregate/one million dollars \$1,000,000.00 per occurrence. Coverage is provided on a claims-made or preferably on an occurrence basis. The insurance shall include coverage for the following:

- Premise/Operations

- Explosion, Collapse and underground Property Damage Hazard (only when applicable to the project)
- Products/Completed Operations
- Contractual
- Independent Contractors
- Broad Form Property Damage
- Personal Injury

Business Automobile/Umbrella Liability Insurance- \$1,000,000 limit per accident for property damage and personal injury.

- Owned/Leased Autos
- Non-owned Autos
- Hired Autos

This policy shall include Employers'/Umbrella Liability coverage for \$1,000,000 per accident. Workers' Compensation coverage is required as a condition of performing work or services for the Client, whether or not the Ceres is otherwise required by law to provide such coverage.

Environmental Liability Insurance- \$1,000,000 per occurrence. Pollution Liability Insurance Covering claims for injuries to members of the public or damage to property of others arising out of covered act or omission of the Contractor or any of its employees, agents, subcontractors, or sub-consultants, including Premises and/or Operations, Independent Contractors; Broad Form Property Damage and a Contractual Liability Endorsement with One Million Dollars (\$1,000,000) per occurrence and annual aggregate.

Other Insurance Provisions

Commercial General Liability and Automobile Liability Coverage's

The Client, Members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers are to be covered as additional insured as respects: liability arising out of activities performed by or on behalf of Ceres; products and completed operations of the Ceres or premises on which Ceres is performing on behalf of the CLIENT. The coverage shall contain no special

limitations on the scope of protection afforded to the CLIENT, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.

Ceres' insurance coverage shall be primary insurance as respects the CLIENT, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers. Any insurance or self-insurance maintained by the CLIENT, members their Commissions, boards, commissions and committees, officers, agents employees and volunteers shall be in excess of Ceres' insurance and shall not contribute with it.

Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the CLIENT, members of their Commissions, boards, commissions and committees, officers, agents, employees and volunteers.

Coverage shall state Ceres' insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

Worker's' Compensation and Employer's Liability and Property Coverage's

The insurer shall agree to waive all rights of subrogation against the CLIENT, members of their Commissions, boards, commissioners and committees, officers, agents, employees and volunteers for losses arising from activities and operations of CERES in the performance of services under this agreement.

Umbrella Liability Coverage – Ceres' shall purchase and maintain a policy of Umbrella Liability Coverage in excess of the primary insurance afforded above and including all operations of the proposer, with a minimum limit of \$10,000,000.00.

All Coverage's Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduces in coverage or in limits except after (30) days prior written notice has been given to the CLIENT.

If CERES, for any reason, fails to maintain insurance coverage which is required pursuant to this Agreement, this shall be deemed a material breach of contract. The CLIENT, at its sole option, may terminate their respective Agreement and obtain damages from the CERES resulting from said breach.

Alternatively, the Client may purchase such required insurance coverage, but has no special obligation to do so. Without further notice to Ceres, the Client may deduct from sums due to Ceres any premium costs advanced by the Client for such insurance.

The Client names as "additional insured" as its interest may appear.

Deductibles and Self-Insured Retention's

Any deductibles or self-insured retentions must be declared to and approved by the CLIENT. At the option of the CLIENT, the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the CLIENT, members of its Client Commissions, boards, commissions and committees, officers, agents, employees and volunteers; or Ceres shall procure a bond guaranteeing payment of losses, related investigation, claim administration and defense expensed.

Acceptability of Insurers

Insurance is to be with Texas admitted insurers rated A or better by A.M. Best's rating service.

Verification of Coverage

CERES shall furnish the CLIENT with certificates of insurance, with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the CLIENT before work commences.

Subcontractors

CERES shall include each of its subcontractors as insureds under the policies of insurance required herein.

Subrogation:

All insurance shall include a waiver of subrogation in favor of the CLIENT and principals for whom the CLIENT is working, including any and all co-lessors of such principal, and shall be subject to the approval of the CLIENT. Insurance provided for comprehensive general liability, comprehensive automobile and water vehicle liability, and umbrella liability shall name the CLIENT as an additional insured party and shall be primary. Certificates shall indicate the waiver of subrogation in favor of the CLIENT and any principal for whom the CLIENT is working, including any and all co-lessors of such principal, and the contractual liability assumed under the Indemnity Provision of this Section, and shall specify that in the event of cancellation or material change in coverage, at least sixty (60) days prior written notice will be given to the CLIENT.

SECTION 9 – TERMINATION

This Agreement may be terminated by the Client or Ceres, should Ceres or Client fail to provide in any substantial manner the services and/or commodities required under this Agreement, or otherwise fails to comply with the terms of this Agreement or the Agreement Documents, or violates any ordinance, regulation or other law which applies to its performance under this Agreement.

Termination for Convenience

The Client may terminate this Contract, at any time, for any reason by giving at least fifteen (15) days notice in writing to the CERES. The CLIENT, at its option, may give CERES a reasonable period of time to cure the noncompliance. If the Contract is terminated by the Client as provided herein, CERES will be entitled to receive payment for those services reasonably performed to the date of termination.

Termination for Cause

If Ceres fails to comply with any of the terms and conditions of this Contract, the Client may give notice, in writing, all deficiencies claimed. The notice will be sufficient for all purposes if it describes the default in general terms. If all defaults are not cured and corrected within a reasonable period as specified in the notice, the Client may, with no further notice, declare this Contract terminated. CERES will thereafter be entitled to receive payment for those services reasonable performed to the date of termination, less the amount of reasonable damages suffered by Client, by reason of Ceres' failure to comply with this Contract.

DELAYS AND EXCUSED PERFORMANCE/FORCE MAJEURE.

Ceres shall not be considered in default by reason of failure, which arises out of causes reasonably beyond Ceres' control, and without its fault or negligence. Such causes may include, however, not limited to: Acts of God, the CLIENT's omissive and commissive failures, natural or public health emergencies, labor disputes, freight embargos.

SECTION 10 – INDEPENDENT CONTRACTOR

While in the performance of providing the services outlined herein or carrying out other obligations under this Contract, CERES shall be acting in the capacity of independent contractor and not as an employee of CLIENT. CLIENT shall not be obligated to any person, firm, corporation, or other entity of any obligation of CERES arising from the performance of services under this Contract. Nothing contained in this Contract is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties.

CERES shall at all times remain an independent contractor with respect to the services to be performed under this Contract. CERES understands and agrees that CLIENT shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance and benefits, including Worker's Compensation insurance for any member, manager, employee, agent, servant, or volunteer of CERES, as CERES is an independent contractor.

SECTION 11 – CONTRACT EXECUTION AND AMENDMENT

This Contract, together with Exhibit A, B, and C represent the entire agreement between Client and Ceres. This Contract supersedes all prior negotiations, representations, or agreements, either written or oral. This Contract may be amended only by written instrument signed by both parties.

SECTION 12 – APPLICABLE LAW AND VENUE

This Contract shall be consummated in the State of Texas and shall be governed and construed in accordance with the laws of the State of Texas. Venue shall be in the 239th District Court of Brazoria County, State of Texas; and by entering into this Contract, Ceres expressly waives any objections it has or may have to jurisdiction and venue, regardless of Ceres' residence or domicile.

SECTION 13 – INDEMNIFICATION

To the fullest extent permitted by law, Ceres shall protect, defend, indemnify, save and hold harmless Client, all Client departments, agencies, boards and commissions its officers, agents, servants and employees including volunteers from and against any and all claims, demands, expense and liability arising out of liability or death to any person or the damage, loss or destruction of any property which may occur or in any way grow out of any act or omission of Ceres, its agents, servants, and employees while performing any of the services contemplated under this Contract and any and all costs, expense or attorney's fees incurred by Ceres as a result of any such claims, demands and/or causes of action, except for those claims, demands, or causes of action arising out of the negligence of Client, its agents and/or employees. Ceres agrees to investigate, handle, respond to, provide defense for, and defend any such claims, demands, or causes of action at its sole expense, and agrees to bear all other costs and expenses related thereto, even if proven to be groundless, false or fraudulent.

SECTION 14 – NOTICES

Any communications by either party to the other shall be deemed to be duly given if set forth in writing, and personally delivered or sent by mail, registered or certified, postage prepaid with return receipt requested as follows:

Notices should be sent to CLIENT at the following address:

Christopher Motley
THE CITY OF FREEPORT, TX
200 West 2nd Street
Freeport, TX 77541
979-233-2111

Notices should be sent to CERES at the following address:

Tia Laurie
CERES ENVIRONMENTAL SERVICES, INC.
6968 Professional Parkway East
Sarasota, FL 34240
800-218-4424

Written notices delivered personally shall be deemed communicated as of actual receipt. Mailed notices shall be deemed communicated five (5) days after deposit in the mail, postage prepaid, certified, in accordance with this Section.

SECTION 15 – SEVERABILITY

The parties to this Contract understand and agree that the provisions herein, shall, between them, have the effect of law, but in reference to matters not provided herein, the Contract shall be governed by the regulations of the United States and the laws of the State of TEXAS. If any provision of this Contract is held to be illegal, invalid, or unenforceable under present or future laws effective during the term of this Contract, such provision is fully severable, and this Contract must be construed and enforced as if such illegal, invalid, or unenforceable provisions never comprised a part of this Contract and the remaining provisions of this Contract remain in full force and effect and may not be affected by the illegal, invalid, or unenforceable provision or its severance from this Contract.

SECTION 16 – ASSIGNMENT

This Contract may not be assigned or transferred at any time to any person, firm, corporation or other legal entity except with the express prior written approval of CLIENT.

SECTION 17 - DISCRIMINATION CLAUSE

Ceres agrees to abide by the requirements of the following as applicable: Title VI and VII of the Civil Rights Act of 1964, as amended by the Equal Opportunity Act of 1972, Federal Executive Order 11246, the Federal Rehabilitation Act of 1973, as amended, the Vietnam Era Veteran's Readjustment Assistance Act of 1974, Title IX of the Education Amendments of 1972, the Age Act of 1975, and Ceres agrees to abide by the requirements of the Americans with Disabilities Act of 1990. CERES agrees to provide a work environment free of potential harassment and not to discriminate in its employment practices and will render services under this Contract without regard to race, color, religion, sex, sexual orientation, national origin, veteran status, political affiliation, or disabilities. Any act of discrimination committed by Ceres, or failure to comply with these statutory obligations when applicable shall be grounds for termination of this Contract.

SECTION 18 -OWNERSHIP OF RECORDS

When applicable, all records, reports, documents, or other material related to this Contract and/or obtained or prepared by Ceres in connection with the performance of the services contracted herein, shall become the property of Client, and shall, upon request, be returned by Ceres to Client, at Ceres' expense, at the termination or the expiration of this Contract.

SECTION 19 - FEDERAL CLAUSES

CERES agrees to the following miscellaneous terms and provisions for all federally funded and reimbursable contracts:

A. Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.

(1) In accordance with 2 C.F.R. § 200.321, CERES shall take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.

(2) Affirmative steps for the prime contractor to take regarding subcontractors must include:

(a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists.

(b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources.

(c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

(3) Contractor shall sign the Statement of Compliance - Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.

B. Debarment and Suspension:

CLIENT and CERES are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 3000 (Non- procurement Debarment and Suspension).

(1) This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such CERES is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

(2) CERES must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.

(3) This certification is a material representation of fact relied upon by CERES. If it is later determined that CERES did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to CLIENT, the Federal Government may pursue available remedies, including but not limited to suspension and/ or debarment.

(4) CERES agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, sub-part C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

C. Byrd Anti-Lobbying Amendment 31 U.S.C. § 1352 (as amended)

Contractors who bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member

of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier, up to the recipient. Contractor shall sign the Byrd Anti Lobbying Certification for Contracts, Grants, Loans, and Cooperative Agreements form.

D. DHS Seal, Logo, and Flags

Ceres shall not use the Department Homeland Security seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

E. Compliance with Federal Law, Regulations, and Executive Orders

Contract financial assistance will be used to fund the contract only. The contractor will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.

F. No Obligation by Federal Government

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

G. Program Fraud and False or Fraudulent Statements or Related Acts

CERES acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the contractor's actions pertaining to this contract. Ceres SHALL ABIDE BY THE FOLLOWING PROVISIONS IF THE BOXES ARE CHECKED.

H. PROHIBITION ON CONTRACTING FOR COVERED TELECOMMUNICATIONS EQUIPMENT OR SERVICES.

(a) *Definitions.* As used in this clause, the terms backhaul; covered foreign country; covered telecommunications equipment or services; interconnection arrangements; roaming; substantial or essential component; and telecommunications equipment or services have the meaning as defined in FEMA Policy 405-143-1, Prohibitions on Expending FEMA Award Funds for Covered Telecommunications Equipment or Services (Interim), as used in this clause—

(b) *Prohibitions.*

(1) Section 889(b) of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232, and 2 C.F.R. § 200.216 prohibit the head of an executive agency on or after Aug. 13, 2020, from obligating or expending grant, cooperative agreement, loan, or loan guarantee funds on certain telecommunications products or from certain entities for national security reasons.

(2) Unless an exception in paragraph (c) of this clause applies, the contractor and its subcontractors may not use grant, cooperative agreement, loan, or loan guarantee funds from the Federal Emergency Management Agency to:

(i) Procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(ii) Enter into, extend, or renew a contract to procure or obtain any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology of any system;

(iii) Enter into, extend, or renew contracts with entities that use covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system; or

(iv) Provide, as part of its performance of this contract, subcontract, or other contractual instrument, any equipment, system, or service that uses covered telecommunications equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

(c) *Exceptions.*

(1) This clause does not prohibit contractors from providing—

(i) A service that connects to the facilities of a third-party, such as backhaul, roaming, or interconnection arrangements; or

(ii) Telecommunications equipment that cannot route or redirect user data traffic or permit visibility into any user data or packets that such equipment transmits or otherwise handles.

(2) By necessary implication and regulation, the prohibitions also do not apply to:

(i) Covered telecommunications equipment or services that:

i. Are *not used* as a substantial or essential component of any system; *and*

ii. Are *not used* as critical technology of any system.

(ii) Other telecommunications equipment or services that are not considered covered telecommunications equipment or services.

(d) *Reporting requirement.*

(1) In the event the CERES identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system, during contract performance, or CERES is notified of such by a subcontractor at any tier or by any other source, CERES shall report the information in paragraph (d)(2) of this clause to the recipient or subrecipient, unless elsewhere in this contract are established procedures for reporting the information.

(2) CERES shall report the following information pursuant to paragraph (d)(1) of this clause:

(i) Within one business day from the date of such identification or notification: The contract number; the order number(s), if applicable; supplier name; supplier unique entity identifier (if known); supplier Commercial and Government Entity (CAGE) code (if known); brand; model number (original equipment manufacturer number, manufacturer part number, or wholesaler number); item description; and any readily available information about mitigation actions undertaken or recommended.

(ii) Within 10 business days of submitting the information in paragraph (d)(2)(i) of this clause: Any further available information about mitigation actions undertaken or recommended. In addition, CERES shall describe the efforts it undertook to prevent use or submission of covered telecommunications equipment or services, and any additional efforts that will be incorporated to prevent future use or submission of covered telecommunications equipment or services.

(e) *Subcontracts*. CERES shall insert the substance of this clause, including this paragraph (e), in all subcontracts and other contractual instruments.

I. DOMESTIC PREFERENCES FOR PROCUREMENTS

As appropriate, and to the extent consistent with law, CERES should, to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. This includes, but is not limited to iron, aluminum, steel, cement, and other manufactured products.

For purposes of this clause:

Produced in the United States means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States.

Manufactured products mean items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

J. COPYRIGHT AND DATA RIGHTS

Ceres grants to the Client, a paid-up, royalty-free, nonexclusive, irrevocable, worldwide license in data first produced in the performance of this contract to reproduce, publish, or otherwise use, including prepare derivative works, distribute copies to the public, and perform publicly and display publicly such data. For data required by the contract but not first produced in the performance of this contract, Ceres will identify such data and grant to the Client or acquires on its behalf a license of the same scope as for data first produced in the performance of this contract. Data, as used herein, shall include any work subject to copyright under 17 U.S.C. § 102, for example, any written reports or literary works, software and/or source code, music, choreography, pictures or images, graphics, sculptures, videos, motion pictures or other audiovisual works, sound and/or video recordings, and architectural works. Upon or before the completion of this contract, Ceres will deliver to the Client data first produced in the

performance of this contract and data required by the contract but not first produced in the performance of this contract in formats acceptable by the Client.

[X] Federally Assisted Construction Contract

As required by 41 C.F.R. Part 60-1.4(b), during the performance of this contract, CERES agrees as follows:

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

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

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

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

(4) Ceres will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of Ceres' commitments under this section, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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

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

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

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

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

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

The applicant agrees that it will assist and cooperate actively with the administering agency and the Secretary of Labor in obtaining the compliance of Ceres and subcontractor with the equal opportunity clause and the rules, regulations, and relevant orders of the Secretary of Labor, that it will furnish the administering agency and the Secretary of Labor such information as they may require for the supervision of such compliance, and that it will otherwise assist the administering agency in the discharge of the agency's primary responsibility for securing

compliance.

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

[X] PROCUREMENT OF RECOVERED MATERIALS

CLIENT and CERES must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

(1) In the performance of this contract, CERES shall make maximum use of products containing recovered materials that are EPA designated items unless the product cannot be acquired:

- (i) Competitively within a timeframe providing for compliance with the contract performance schedule;
- (ii) Meeting contract performance requirements; or
- (iii) At a reasonable price.

(2) Information about this requirement is available at EPA's Comprehensive Procurement Guidelines web site, <http://www.epa.gov/cpg/>. The list of EPA-designate items is available at <http://www.epa.gov/cpg/products.htm>."

[X] FEMA REQUIREMENTS

(1) CHANGE OR MODIFICATION.

To be eligible for FEMA assistance under a FEMA grant or cooperative agreement, the cost of a change, modification, change order, or constructive change must be allowable, allocable, within the scope of the grant or cooperative agreement, and reasonable for the completion of the project scope. Accordingly, CERES shall comply with the following:

CHANGE IN THE WORK OR TERMS OF THE PROJECT DOCUMENTS

- (1) Without invalidating the contract, Client reserves and shall have the right, from time to time to make such increases, decreases or other changes in the character or quantity of the work as may be considered necessary or desirable to complete fully and acceptably the project in a satisfactory manner in accordance with the scope of the FEMA grant or cooperative agreement. Any extra or additional Services within the scope of the Request must be accomplished by means of appropriate Field Orders, Change Orders, or Amendments.
- (2) The Contract Administrator shall have the right to approve and issue Field Orders, Change Order, or Amendments setting forth written interpretations of the intent of the project documents and ordering minor changes in work execution, providing the Field Order, Change Order, or Amendment involves no change in the Contract Price or the Contract Time.
- (3) Changes in the quantity or character of the Services within the scope of the Request which are not properly the subject of Field Orders, including all changes resulting in changes in the Contract Price, or the Contract Time, shall be authorized only by Change Orders or Amendments approved in advance and issued in accordance with the provisions of CLIENT'S Procurement Code, as amended from time to time.

(2) ACCESS TO RECORDS.

(a) In addition to the requirements of the TEXAS Public Records Law, Chapter 119, Ceres and their successors, transferees, assignees, and subcontractors acknowledge and agree to comply with applicable provisions governing Department and FEMA access to records, accounts, documents, information, facilities, and staff. See DRS Standard Terms and Conditions, v 3.0, if XXVI (2013).

(b) CERES agrees to provide CLIENT, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives, access to any books, documents, papers, and records of CERES which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts, and transcriptions.

(c) CERES agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.

(d) CERES agrees to provide the FEMA Administrator or his authorized representative access to construction or other work sites pertaining to the work being completed under the contract.

[X] CONTRACTS IN EXCESS OF \$100,000.00 THAT INVOLVE THE EMPLOYMENT OF MECHANICS OR LABORERS

Contract Work Hours and Safety Standards Act

- (1) Overtime requirements. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- (2) Violation; liability for unpaid wages; liquidated damages. In the event of any violation of the clause set forth in this section the contractor and any subcontractor responsible therefor shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in this section.
- (3) Withholding for unpaid wages and liquidated damages. CLIENT shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by CERES or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in this section.
- (4) Subcontracts. CERES or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (1) through (4) of this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (1) through (4) of this section.

[X] CLEAN AIR ACT & FEDERAL WATER POLLUTION CONTROL ACT – CONTRACTS IN EXCESS OF \$150,000.00

(1) CERES agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

(2) CERES agrees to report each violation to CLIENT and understands and agrees that CLIENT will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency (FEMA), and the appropriate Environmental Protection Agency Regional Office.

(3) CERES agrees to include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FEMA. FEDERAL WATER POLLUTION CONTROL ACT (1) CERES agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.

(4) CERES agrees to report each violation to CLIENT and understands and agrees that CLIENT, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office.

"Compliance with the Copeland "Anti-Kickback" Act.

Ceres shall comply with 18 U.S.C. § 874, 40 U.S.C. § 3145, and the requirements of 29 C.F.R. Part 3 as may be applicable, which are incorporated by reference into this contract.

Ceres or subcontractor shall insert in any subcontracts the clause above and such other clauses as FEMA may by appropriate instructions require, and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. Ceres shall be responsible for the compliance by any subcontractor or lower tier subcontractor with all of these contract clauses.

A breach of the contract clauses above may be grounds for termination of the contract, and for debarment as a Ceres and subcontractor as provided in 29 C.F.R. § 5.12.

IN WITNESS WHEREOF, the parties have executed this Contract before the undersigned competent witnesses on the dates hereinafter indicated.

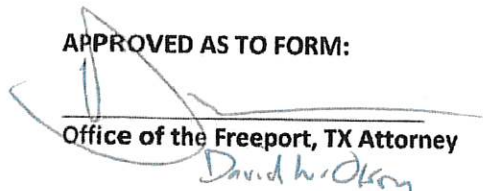
WITNESSES:

THE CITY of FREEPORT

By: 

Date: 8/1/22

APPROVED AS TO FORM:


Office of the Freeport, TX Attorney
David W. Olson

WITNESSES:

Betty Waller
City Secretary

CERES ENVIRONMENTAL SERVICES, INC.

By: _____

Tia Laurie – Corporate Secretary

Date: _____

BYRD ANTI LOBBYING CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

To be submitted with each bid or offer exceeding \$100,000.00

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.

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

The Contractor, Ceres Environmental Services, Inc. certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. §3801 *et seq.* apply to this certification and disclosure, if any.

Signature of Contractor's Authorized Official

Tia Laurie, Corporate Secretary
Name and Title of Contractor's Authorized Official

Date _____

**STATEMENT OF COMPLIANCE - SMALL AND MINORITY BUSINESSES, WOMEN'S BUSINESS ENTERPRISES,
AND LABOR SURPLUS AREA FIRMS**

The undersigned CONTRACTOR hereby swears under penalty of perjury that CONTRACTOR took the following affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms were used when possible:

- (a) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
- (b) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
- (c) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
- (d) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
- (e) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

Dated _____, 20____

Ceres Environmental Services, Inc. ____
Contractor

By _____
(Signature)

By: Tia Laurie, Corporate Secretary
(Name and Title)

CONFLICT OF INTEREST QUESTIONNAIRE**FORM CIQ**

For vendor doing business with local governmental entity

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

CERES ENVIRONMENTAL SERVICES, INC.

2 ☐ Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)**3** Name of local government officer about whom the information is being disclosed._____
Name of Officer**4** Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

☐ Yes☒ No

B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

☐ Yes☒ No**5** Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

NA

6 ☐ Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).**7** 
Signature of vendor doing business with the governmental entity6/9/2023
Date

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

A complete copy of Chapter 176 of the Local Government Code may be found at <http://www.statutes.legis.state.tx.us/Docs/LG/htm/LG.176.htm>. For easy reference, below are some of the sections cited on this form.

Local Government Code § 176.001(1-a): "Business relationship" means a connection between two or more parties based on commercial activity of one of the parties. The term does not include a connection based on:

- (A) a transaction that is subject to rate or fee regulation by a federal, state, or local governmental entity or an agency of a federal, state, or local governmental entity;
- (B) a transaction conducted at a price and subject to terms available to the public; or
- (C) a purchase or lease of goods or services from a person that is chartered by a state or federal agency and that is subject to regular examination by, and reporting to, that agency.

Local Government Code § 176.003(a)(2)(A) and (B):

(a) A local government officer shall file a conflicts disclosure statement with respect to a vendor if:

...

(2) the vendor:

(A) has an employment or other business relationship with the local government officer or a family member of the officer that results in the officer or family member receiving taxable income, other than investment income, that exceeds \$2,500 during the 12-month period preceding the date that the officer becomes aware that

(i) a contract between the local governmental entity and vendor has been executed;

or

(ii) the local governmental entity is considering entering into a contract with the vendor;

(B) has given to the local government officer or a family member of the officer one or more gifts that have an aggregate value of more than \$100 in the 12-month period preceding the date the officer becomes aware that:

(i) a contract between the local governmental entity and vendor has been executed; or

(ii) the local governmental entity is considering entering into a contract with the vendor.

Local Government Code § 176.006(a) and (a-1)

(a) A vendor shall file a completed conflict of interest questionnaire if the vendor has a business relationship with a local governmental entity and:

(1) has an employment or other business relationship with a local government officer of that local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of that local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of that local governmental entity.

(a-1) The completed conflict of interest questionnaire must be filed with the appropriate records administrator not later than the seventh business day after the later of:

(1) the date that the vendor:

(A) begins discussions or negotiations to enter into a contract with the local governmental entity; or

(B) submits to the local governmental entity an application, response to a request for proposals or bids, correspondence, or another writing related to a potential contract with the local governmental entity; or

(2) the date the vendor becomes aware:

(A) of an employment or other business relationship with a local government officer, or a family member of the officer, described by Subsection (a);

(B) that the vendor has given one or more gifts described by Subsection (a); or

(C) of a family relationship with a local government officer.

Pre-Event Contract for Disaster and/or Storm Recovery Services

THIS PRE-EVENT CONTRACT FOR DISASTER AND/OR STORM RECOVERY SERVICES ("Contract") is entered into and effective as of this 18th day of July, 2022 ("Effective Date"), by and between AshBritt, Inc., a Florida corporation, whose address is 565 E. Hillsboro Boulevard, Deerfield Beach, Florida 33441 (hereinafter referred to as "Contractor") and the City of Freeport, a political subdivision of the State of Texas, whose address is 200 West Second Street, Freeport, TX 77541. (hereinafter referred to as "City").

RECITALS

WHEREAS, it is foreseen that it is in the public interest to provide for the expedient removal and disposal of storm and other disaster-related debris within the corporate limits of the City and to provide disaster recovery technical assistance to the appointed and elected officials of the City resulting from a future natural or manmade disaster; and

WHEREAS, the City has in the past suffered the full force and effect of major storms or manmade disaster and the resulting destruction brought upon the City by such storms or manmade events; and

WHEREAS, the public health and safety of all the City's citizens will be at serious risk in the event of a storm or other disaster; and

WHEREAS, the immediate clean-up and economic recovery of the City and its citizens is a major concern and the primary priority for recovery; and

WHEREAS, the availability of experienced prime disaster response contractors may be severely limited in the event of a storm or other disaster; and

WHEREAS, Contractor has the experience, equipment, manpower, resources, permits, and licenses to perform all storm or disaster related debris removal, remediation, disposal and recovery services; and

WHEREAS, the City and the Contractor have agreed to the scope of services, pricing schedule, terms, conditions and technical specifications as fully set out in this Contract; and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration for the mutual covenants and agreements hereinafter set forth, Contractor and the City agree as follows:

1.0 SERVICES

1.1 Scope of Contracted Services:

The recitals above are true and correct and are incorporated herein by reference. The Contractor shall provide all expertise, personnel, tools, materials, equipment, transportation, labor, supervision and all other services and facilities of any nature necessary to execute, complete and deliver the timely removal and lawful disposal of all *eligible storm-generated or other disaster-related debris (hereinafter referred to as "Debris")*, including hazardous and industrial waste materials, and within the time specified in Section 3.3 of this Contract. Emergency Debris push, Debris removal and disposal, demolition of structures and hazard mitigation actions shall be limited to:

- 1) That which is necessary and determined to eliminate immediate threats to life, public health, and safety;
- 2) That which has been determined to eliminate immediate threats of significant additional damage to improved public or private property; and
- 3) That which is considered essential to ensure the economic recovery of the affected areas of the City to the benefit of the City at large.

Contractor shall provide for the cost-effective and efficient removal and lawful disposal of Debris accumulated on all public properties, streets, roads, other rights-of-way, public school properties, and any other locally owned facility or site as may be directed by the City. Contracted services will only be performed after the delivery to the Contractor of an Approved Work Authorization and a Notice-to-Proceed by the City. The Contractor shall load and haul the debris collected from within the legal boundaries of the City to a site(s) specified by the City as set out in Section 4.8 of this Contract.

1.2 Emergency Push / Road Clearance:

The Contractor shall accomplish the cutting, tossing, stacking and/or pushing of Debris from the primary transportation routes including hazardous hanging limbs and/or hazardous leaning trees as identified by and directed by the City or the Government's applicable representatives (the "Monitoring Team"). This operational aspect of the scope of contracted services shall be for the first 70 hours (plus or minus) after a disaster event and issuance of the City's Notice-to-Proceed unless extended by the City in accordance with FEMA Regulation 325. Once this Debris push task is accomplished, the following additional tasks will begin as requested by the City.

1.3 Right-of-Way (ROW) Removal:

The Contractor shall mechanically remove, load and/or haul all Debris from the local ROW when directed to do so by the City. The Debris shall be delivered to a City designated Temporary Debris Storage and Reduction Site (TDSRS) for processing. The Contractor shall use reasonable care to prevent damage to the City, or private property not already damaged by the disaster event in the process of ROW Debris

removal. The Contractor shall only be liable for any damage caused by its negligence or intentional wrongdoing.

1.4 Right-of-Entry (ROE) Removal *(if implemented)*:

The Contractor will remove ROE Debris from private property with due diligence, as directed by the City or the Monitoring Team. The Contractor agrees to make reasonable efforts to save from destruction items that the property owners wish to save, (i.e., trees, small buildings, etc.) The Contractor will exercise reasonable care when working around public utilities (i.e., gas, water, electric, sewer, etc.). Every effort will be made by the City to mark these utilities. Contractor does not warrant that utility damages will not occur as a result of conducting the services provided under this Contract and shall be liable only for those damages caused by its negligence or intentional wrongdoing.

1.5 Demolition of Structures *(if implemented)*:

The Contractor will demolish any unsafe structures designated for removal only at the direction of the City or the Monitoring Team. The Contractor agrees to demolish and remove in a timely manner all unsafe structures as determined and directed by the City as set out in Section 1.1 of this Contract

1.6 Private Property Waivers:

The City will secure all necessary permissions, waivers and right-of-entry agreements from property owners for the removal of Debris and/or demolition of structures from private residential and/or commercial properties, as set out in Sections 1.4 and 1.5 above.

1.7 Management of TDSRS:

The Contractor shall operate and manage all TDSRS as the City may require and authorize. In doing so, the Contractor will perform all of the following actions and services:

- A. Prepare a layout plan for each TDSRS;
- B. Provide the City with a pre-use condition report of the TDSRS, to include soil test, photos and other evidence of prior use and conditions;
- C. Provide site security, traffic control, fire safety, tower construction and any environmental safeguard requirements in compliance with applicable law;
- D. Process all Debris as directed by the City, to include grinding, incineration, and/or compaction with as much separation as may be practical;
- E. Separate white goods for specialized disposal as directed by the City and
- F. Restore any TDSRS to as near pre-storm conditions as possible using the pre-use condition report as a basis.

1.8 Disaster Recovery Technical Assistance:

The Contractor will provide, upon request of the City, Disaster Recovery Technical Assistance to elected and appointed officials within the City. This service shall include reasonable support guidance on all aspects of the recovery process. Emphasis will be on Debris management and disaster grants. The Contractor will provide

compliance and documentation support through the use of experienced specialists. These specialists will be supervised by a senior Contractor team member with the goal of assisting the City to receive the maximum reimbursement available from external sources.

1.9 Other Disaster Services:

The City may require, request and direct the Contractor to supply and/or perform other/additional services not set out in Section 1.0 of this Contract, provided reasonably related to the disaster recovery and remediation. The scope of these additional tasks, and the compensation to be paid therefore, including reasonable Contractor overhead and profit, as agreed by the parties, shall be conveyed in writing to the Contractor and any such writing shall become an amendment to this Contract upon approval and execution by the parties.

1.10 Additional Support Services:

The Contractor can/will provide *Additional Support Services* as requested by the City. The Contractor maintains an inventory of professional storm and disaster recovery service providers, which include but are not limited to: emergency power and generators, potable water, emergency ice, feeding facilities, disaster worker support (housing, laundry, and security), waterway clearing, preservation of historical sites, vessel recovery, hazardous waste remediation, and bioterrorism remediation. In the event the City requests the Contractor to provide *Additional Support Services*, the Contractor will deliver in writing a price or cost for each service requested for consideration and negotiation with the City.

The multiple variables attending such services (i.e., timing, distance, units required, duration of service, etc.), makes the listing or pricing of each such *Additional Support Services* as an attachment to this Contract impractical. Contractor will provide such services at the lowest possible unit, hourly or lump sum price possible with a reasonable profit to Contractor. The provision of any such *Additional Support Services* shall be set forth in writing and signed by the parties, and shall become an amendment to this Contract.

2.0 PERFORMANCE OF SERVICES

2.1 Description of Service:

The Contractor agrees to perform the contracted services described in Section 1.0 in a professional and workmanlike manner and in compliance with all applicable laws, ordinances, rules, regulations and permits. Services, equipment and workmanship not conforming to this Contract and all applicable laws may be rejected. Replacement, repair and/or rework, as may be required, will be accomplished at no additional cost to the City.

2.2 Cost of Services:

The Contractor shall bear the costs of performing all contracted services hereunder, as directed by the City, including but not limited to that which is set out in Section 1.0.

Such costs include applicable permits and license fees as well as all maintenance costs required to maintain its vehicles and other operating equipment in a condition adequate to accomplish the contracted services as set out in this Contract.

2.3 Matters Related to Performance:

2.3.1 Subcontractor(s):

The Contractor may utilize the service of subcontractors and shall be responsible for the acts or omissions of its subcontractors to the same extent the Contractor is responsible for the acts and omissions of its employees. The Contractor shall ensure that all its subcontracts have and carry the same major provisions as this Contract and that the work of its subcontractors is subject to said provisions. Nothing contained in this Contract shall create any contractual relationship between any subcontractor and the City. The Contractor shall supply the names and addresses of subcontractors and materials suppliers when requested to do so by the City in writing.

2.3.2 Indemnification:

The Contractor agrees to indemnify, hold harmless and defend the City from and against any and all liabilities, suits, actions, legal proceedings, claims, demands, damages, costs and expenses (including reasonable attorney's fees) arising out of any negligent or intentional act or omission of the Contractor, its agents, subcontractors or employees in the performance of this Contract and the contracted services required hereunder. Contractor shall not be liable to indemnify the City from any claim arising out of the City's breach of this Contract or negligent or intentional act or omission. If any claim or demand is made against the City for any matter indemnified herein, City shall give notice thereof to the Contractor within seven (7) days, and Contractor shall assume the defense of such claim through counsel reasonably acceptable to the City. As separate consideration for this indemnification, defense and hold harmless obligation provided by Contractor hereunder, the parties acknowledge and agree that the first one hundred dollars (\$100.00) of the Contract Sum to be paid to Contractor is paid as separate consideration for these indemnification obligations of Contractor.

2.3.3 Insurance(s) and Bonding:

The Contractor agrees to keep the insurance specified below in full force and effect during the term of this Contract. Except for workers' compensation, the Contractor must also name the City as an additional insured while working within the boundaries of the City.

A. Worker's Compensation:

This coverage is required if the **Contractor** employs individuals on either a full or part-time basis to perform the contracted services.

- ◆ Coverage A Statutory State Requirements
- ◆ Coverage B \$1,000,000

B. Automobile Liability:

Bodily Injury \$1,000,000 each person / \$1,000,000 each accident
Property Damage \$1,000,000 each accident

C. Comprehensive General Liability:

Bodily Injury \$1,000,000 each person / \$2,000,000 aggregate
Property Damage \$1,000,000 each accident / \$2,000,000 aggregate

D. Professional Liability (Errors & Omissions)

Limits not less than \$1,000,000 per claim.

E. Insurance Cancellation / Renewal:

The Contractor will notify the City at least thirty (30) days in advance of cancellation, non-renewal or adverse change to the required insurance. New certificates of insurance are to be provided to the City at least ten (10) days following coverage renewals or changes.

F. Bonding.

Contractor shall provide a payment and performance bond seven to ten days following activation of contract. Payment and performance bonds individually, must be submitted for contracts over \$100,000.

2.3.4 Work under 2 CFR200

- 2.3.5** The Contractor shall follow all of the requirements of 2 C.F.R. §200.321 in the execution of this Contract and shall require and enforce similar compliance with all sub-contractors for contracts awarded by non-Federal Entities under Federal Awards which are incorporated herein by reference as if enumerated herein in their entirety.

2.3.6 FHWA-ER Program and 2 CFR Part 200 Contract Requirements

- 2.3.6.1** The City intends to seek reimbursement from FHWA for the eligible debris removal performed on federal aid roads. Consequently, the City mandates compliance from the successful Contractor regarding the following:

- 2.3.6.2** FHWA Form 1273, titled Standard Federal-aid Provisions. FHWA Form 1273 will be included in the final contract.

- 2.3.6.3** Buy America Requirements

2.3.7 CFR Part 26, Disadvantage Business Enterprise Program

2.3.7.1 American with Disabilities Act of 1990 (ADA)

2.3.7.2 All work must be properly grouped according to FEMA damage categories as specified in the contract.

2.3.8 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City,

2.3.9 200 C.F.R. regulations may be found at

2.3.9.1 <http://www.ecfr.gov/cgi-bin/textidx?SID=634b707069fd26e4847a948469ec4056&mc=true&tpl=/ecfrbrowse/Title02/2chapterII.tpl>

2.3.9.2 FHWA-ER and 200 C.F.R. Program contract requirements are subject to any changes provided by FEMA or FHWA during the term of the contract. Based on the current guidance, FHWA will only reimburse the City for the initial collection, hauling and tipping fee, if applicable, of eligible debris. Debris reduction operations are not eligible for reimbursement unless the debris is being reduced as part of a rolling pickup operation. As a result, the FHWA-ER eligible debris that is collected during the first pass shall be hauled to the nearest Final Disposal Site unless otherwise directed by the City.

2.3.10 MINORITY / WOMEN'S / LABOR SURPLUS FIRMS PARTICIPATION: The City, in accordance with the requirements as stated in C.F.R. 200.321, encourages the active participation of minority businesses, women's business enterprises and labor surplus area firms as a part of any subsequent agreement whenever possible. If subcontracts are to be let, through a prime contractor, that contractor is required to take the affirmative steps listed in items (1) through (5) below.

(1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;

(2) Assuring that small and minority businesses, and women's

business enterprises are solicited whenever they are potential sources;

(3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;

(4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;

(5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce.

3.0 STANDARDS OF PERFORMANCE

3.1 Contractor Representative:

The Contractor shall have a knowledgeable and responsible Manager/Supervisor report to the City's designated Contract Representative within twenty-four (24) hours following email delivery of a Notice-to-Proceed by the City. The Contractor's Manager/Supervisor shall have the authority to implement all actions and commitments required to begin the performance of contracted services as set out in this Contract and the Contractor's General Operations Plan.

3.2 Mobilization:

When the written Notice to Proceed has been received by the Contractor and/or the on-site Contractor Manager/Supervisor, he/she will make all necessary arrangements to mobilize sufficient resources to begin work within 48 hours. The balance of the maximum required resources will be mobilized as needed to support the most efficient workforce augmentation as possible.

3.3 Time to Complete:

The Contractor shall complete all directed work as set out in Section 1.0 of this Contract within 180 working days from delivery of the Notice to Proceed and in accordance with Section 5.8 of this Contract unless extended by the City.

The Contractor shall be responsible for removal of all Debris up to the point where remaining debris can only be described as storm litter, and additional collection can only be accomplished by the use of hand labor.

3.4 Extensions:

In as much as this is a "time is of the essence" based Contract, the commencement of contracted services will be as set out in Section 3.2. If the completion of this Contract is delayed by actions of the City or force majeure events, then the time to complete specified in Section 3.3 shall be extended for such time as caused by the delay to allow the Contractor to complete the performance of the Contract. This Contract may also be extended by mutual consent of both the City and the Contractor for reasons of

additional time, additional services and/or additional areas of work. Force majeure events shall include, but not be limited to, Acts of God, strikes, labor shortages, or other events beyond the reasonable control of Contractor or City.

3.5 Term of Contract:

The term of the Contract shall begin upon award at City of Freeport Council approval and shall continue for three (3) years. Further, City of Freeport reserves the right to renew the contract for one additional two-year period. Such renewal shall be subject to the terms and conditions herein contained and shall be effective only if evidenced in writing. For a multi-year contract, the prices may be adjusted up or down on the anniversary date of the contract according to a percentage equal to the percent change in the Consumer Price Index as published by the U.S. Department of Labor, Bureau of Labor Statistics. Renewal shall be subject to approval by City of Freeport Council each period. Once renewal option is exhausted, the contract must be rebid.

3.6 Contract Termination:

3.6.1 Termination with Cause

Upon written notice to the Contractor of a defect or breach of this Agreement, Contractor has five (5) business days to cure any defect(s) or breach(es) cited in said notice. If Contractor fails to cure the defect(s) or breach(es) within the five (5) business days allowed, City of Freeport may terminate this Agreement. Nevertheless, City of Freeport reserves the right to provide written notice to the Contractor that this Agreement shall continue if Contractor has in good-faith commenced efforts to cure said defect(s) or breach(es) and Contractor agrees, in writing, to continue to act without undue delay to cure said defect(s) or breach(es).

3.6.2 Termination Without Cause

This contract may be terminated by either the City or the Contractor at any time, without cause, by providing the other Party at least thirty (30) calendar days' prior written notice.

4.0 GENERAL RESPONSIBILITIES

4.1 Other Agreements:

The City may be required to enter into agreements with federal and/or state agencies for disaster relief. The Contractor shall be bound by the terms and conditions of such agreements. A copy of any such agreements or instructions shall be delivered to the Contractor, in writing, within seven (7) days of execution.

4.2 Obligations:

The City shall furnish all information and documents necessary for the commencement of contracted services, to include a valid written Notice to Proceed delivered to Contractor. A representative will be designated by the City to be the primary point of contact for inspecting the work and answering any on-site questions prior to and after the activation of this Contract via a written Notice to Proceed. The

City Representative shall have full authority to act on behalf of the City on all matters required under this Contract. The City is responsible for issuing all Public Service Announcements (PSA) to advise citizens and agencies of the available storm Debris services. The Contractor may assist the City with the development of Debris-based PSA(s) if requested.

4.3 Conduct of Work:

The Contractor shall be responsible for planning and conducting all operations in a satisfactory workmanship manner. The Contractor shall exhibit respect for the citizens and their individual private properties. All operations shall be conducted under the review of the City's Representative. The Contractor shall have and require strict compliance with accepted ethical practices.

4.4 Supervision:

The Contractor will supervise and/or direct all contracted services. The Contractor is solely responsible for the means, methods, techniques, safety program and procedures utilized to perform the contracted services. The Contractor will employ and maintain on the work site a qualified Manager/Supervisor who shall have full authority to act on behalf of the Contractor on all communications given by the City, as further provided in Section 3.1.

4.5 Damages:

The Contractor shall be responsible for conducting operations in such a manner as to cause the minimum damage possible to existing public, private and commercial property and/or infrastructure. Contractor shall be responsible for any damages owing to the negligence or intentional wrongdoing of its employees and subcontractors as set out in Sections 1.2 through 1.5 of this Contract.

4.6 Other Contractor(s):

The Contractor shall acknowledge the presence of other contractors involved in disaster response and recovery activities by the federal, state and local government and of any private utility, and shall not interfere with their work. City shall not, however, contract with any other contractor or subcontractor for the contracted services or *Additional Support Services* provided herein, unless the Contractor consents in writing.

4.7 Ownership of Debris:

All debris shall become the property of the Contractor for removal and lawful disposal. The Debris will consist of, but not be limited to vegetative, construction and demolition, white goods and household solid waste.

4.8 Disposal of Debris:

Unless otherwise directed by the City, the Contractor shall be responsible for determining and executing the method and manner for lawful disposal of all eligible Debris, including regulated hazardous waste. The location of the TDSRS(s) and final

disposal site(s) shall be determined by the City. Other additional sites may be utilized as directed and/or approved by the City.

5.0 GENERAL TERMS and CONDITIONS

5.1 Geographic Assignment:

The geographic boundary for work by the Contractor hereunder shall be as directed by the City and will be limited to properties located within the City's legal boundaries.

5.2 Multiple, Scheduled Passes:

The Contractor shall make no fewer than two scheduled and/or unscheduled passes of each area impacted by the storm or disaster event. The City shall direct the interval timing of all passes. Sufficient time shall be permitted between subsequent passes to accommodate reasonable recovery and additional Debris placement at the ROW by the citizens and the City. Upon agreement between the City and the Contractor, the number of passes may be increased based on mutual agreement regarding the amount of additional Debris brought to the ROW.

5.3 Operation of Equipment:

The Contractor shall operate all trucks, trailers and all other equipment in compliance with any/all applicable federal, state and local laws, rules and regulations. Equipment shall be in good working condition. All loading equipment shall be operated from the road, street or ROW using buckets and/or boom and grapple devices to collect and load Debris. No equipment shall be allowed behind the curb or outside of the public ROW unless otherwise directed by the City. Should operation of equipment be required outside of the public ROW, the City will provide a Right-of-Entry Agreement, as set out in Section 1.6 of this Contract.

5.4 Certification of Load Carrying Capacity:

The Contractor shall submit to the City a certified report indicating the type of vehicle, make and model, license plate number, assigned Debris hauling number and measured maximum volume, in cubic yards, of the load bed of each piece of equipment to be utilized to haul Debris.

The measured volume of each piece of equipment shall be calculated from the actual physical measurement performed by the City or Monitoring Team and Contractor Representative(s). A standard measurement form certifying actual physical measurements of each piece of hauling equipment shall be an attachment to the certified report(s) submitted to the City by the Contractor.

5.5 Vehicle Information:

The maximum load capacity of each hauling vehicle will be rounded to the nearest whole cubic yard (CY). (Decimal values of .1 through .4 will be rounded down and decimal values of .5 through .9 will be rounded up.) The measured maximum load capacity (as adjusted) of any vehicle load bed will be the same as shown on the trailer measurement form and placarded on each numbered vehicle or piece of equipment

used to haul Debris. All vehicles or equipment used for hauling will have and use a Contractor approved tailgate and sideboards will be limited to those that protect the load area of the trailer.

5.6 Security of Debris During Hauling:

The Contractor shall be responsible for the security of Debris on/in each vehicle or piece of equipment used to haul Debris. Prior to leaving the loading site(s), the Contractor shall ensure that each load is secure and trimmed so that the Debris does not extend horizontally beyond the bed of the hauler. All loose Debris shall be reasonably compacted and secured during transport.

5.7 Traffic Control:

The Contractor shall mitigate the impact on local traffic conditions to all extents possible. The Contractor is responsible for establishing and maintaining appropriate traffic control in accordance with the latest Manual of Uniform Traffic Control Devices and applicable law. The Contractor shall provide sufficient signing, flagging and barricading to ensure the safety of vehicular and pedestrian traffic at all Debris removal, reduction and/or disposal site(s).

5.8 Monitoring of Debris Operations

The Government may require that the City conduct a Debris monitoring program. The Contractor will assist the monitoring team if this activity is by force account or contracted. The Contractor will cooperate and coordinate with the Debris monitoring team/firm in all aspects of the team activity. Logistical support and reports to the City on Debris monitoring activities are the responsibility of the team manager or monitoring contractor.

5.9 Work Days/Hours:

The Contractor may conduct Debris loading and hauling operations from sunup to sundown, seven days per week. Any mechanical, Debris reduction operations at the TDSRS may be conducted twenty-four hours per day, seven days per week. The work week is from the start of operations on Sunday am, thru the end of operations on Saturday pm. Adjustments to workdays and/or work hours shall be as directed by the City following consultation with and notification to the Contractor.

5.10 Hazardous and Industrial Wastes:

The Contractor shall set aside and reasonably protect all hazardous or industrial materials encountered during Debris removal operations for collection and disposal in accordance with applicable local, state and federal guidelines governing the transportation and disposal of said hazardous or industrial materials. The Contractor will provide, operate and maintain a Hazardous Waste and Industrial Material Storage and Containment area until proper disposal of such waste is feasible. The Contractor may use the services of a subcontractor specializing in the management and disposal of such materials and waste if the Contractor is directed to conduct such operations by the City.

5.11 Stumps:

All hazardous/eligible stumps identified by the City will be extracted, loaded, transported, stored, reduced and disposed of in accordance with the standards of this Contract. Stump voids will be filled with clean fill material native to the geographical area. All stumps that are removed and the stump voids that are filled will be documented and invoiced by the contractor for payment in accordance with the rates contained on Attachment I.

5.12 Utilizing Local Resources:

The Contractor shall, to the extent practicable, give priority to utilizing resources within the City. This local preferences priority will include, but not be limited to, debris hauling, procurement of services, supplies, and equipment, and awarding other recovery service subcontracts and employment to the local workforce.

5.13 Work Safety:

The Contractor shall provide and enforce a safe work environment, in compliance with applicable federal, state and local law, in all activities under this Contract. The Contractor will provide such safety equipment, training and supervision as may be required by the City and/or Government. The Contractor shall ensure that its subcontracts contain a similar safety provision.

5.14 Inspection and Testing:

All Debris shall be subject to adequate inspection by the City or any public authority in accordance with generally accepted standards to ensure compliance with the Contract and applicable federal, state and local laws. The City will, at all times, have access to all work sites and disposal areas. In addition, authorized representatives and agents of the Government shall be permitted to inspect all work activities, equipment, materials, invoices plus other relevant records and documentation of the City and Contractor.

5.15 Other Agencies:

The term "Government" as used in this Contract refers to those governmental agencies federal, state or local, which may have a regulatory or funding interest in this Contract and the contracted services provided hereunder.

6.0 REPORTS CERTIFICATIONS and DOCUMENTATION

6.1 Accountable Debris Load Forms:

The City shall accept the serialized copy of the Contractor's Debris reporting ticket(s) as the certified, original source documents to account for the measurement and accumulation of the volume of Debris delivered and processed at the TDSRS. The serialized ticketing system will also be used in the event of additional Debris handling for volume reduction and/or the possible requirement for a Debris transfer station(s). These tickets will also be utilized for Debris haul out for final disposal. These tickets will be the basis of any electronic generated billing and/or report(s).

6.2 Reports:

The Contractor shall submit periodic, written reports to the City as requested or required, detailing the progress of Debris removal, processing and disposal. These reports may include, but not are limited to:

6.2.1 Daily Reports:

The daily reports will detail the location where passes for Debris removal were conducted, the quantity of Debris (by type) removed or disposed, the total number of crews engaged in Debris management operations, the crew assignments by zone, the number of burners, grinders, chippers and mulching machines in operation, and their daily production. The Contractor will also report damages to private property caused by the Debris operation or damage claims made by citizens and such other information as may be required to completely describe the daily conduct of the Contractor's operations. This report will reflect close of business at 6 pm for the prior twenty-four (24) hours.

6.2.2 Weekly Summaries:

A weekly summary of all information contained in the daily reports as set out in Section 6.2.1 will be provided to the City. The Contractor will provide this report within two business days after the end of the week. The Contractor will provide both reports in written and electronic format if requested.

6.2.3 Report(s) Delivery:

The scheduled time and point of delivery for the Debris and other recovery operations reports will be directed by the City in consultation with the Contractor.

6.2.4 Final Project Closeout Report:

Upon final inspection and/or closeout of the project by the City, the Contractor shall prepare and submit a detailed description of all Debris management activities to include, but not limited to the total volume, by type of Debris hauled, reduced and/or disposed, plus the total cost of the project invoiced to the City. If requested, the Contractor will provide additional information to adequately document the conduct of the Debris management operations for the City and/or Government, to include electronic spreadsheets.

6.3 Additional Supporting Documentation:

The Contractor shall submit reports and/or other documentation on Debris loading, hauling, disposal and load capacity measurements as may be required by the City and/or Government to support requests for Debris project reimbursement from external funding sources.

6.4 Report Maintenance:

Contractor may be subject to audit by federal, state and local agencies pursuant to this Contract. The Contractor will maintain all reports, records, and Debris reporting tickets and contract correspondence for a period of not less than three (3) years after final project closeout. These maintained reports may include electronic scanned copies of the daily load tickets and tower determination of percent full.

6.5 Contract File Maintenance:

The Contractor will maintain this Contract and the invoices that are generated for the contracted services for a period of not less than five (5) years.

7.0 UNIT PRICES and PAYMENTS

7.1 Unit Price for Emergency Push / Road Clearance:

The Contractor will invoice the City and be paid for this contracted service in accordance with the rates as set out in Attachment II.

7.2 Unit Price for Debris:

The unit price per cubic yard or ton includes all costs for mobilization, loading, transportation, storage, reduction, disposal, overall project management and demobilization as may be directed by the City. All eligible contracted Debris shall be invoiced in accordance with the rates set out in Attachment I.

7.3 Unit Prices for Stumps:

The City will determine the necessity and eligibility for ALL stump removal. The unit price of compensation for stump pulling, loading, transportation, storage, reduction and/or disposal shall be based on the stump size and corresponding rate as set out in Attachment I.

7.4 Billing Cycle:

The Contractor shall invoice the City on a bi-weekly basis as of the close of business on the last working day of the billing period. Serialized Debris reporting tickets and disposal site verification of the actual cubic yardage for each load of Debris or itemized stumps will support all invoices.

7.5 Payment Responsibility:

The City agrees to accept the Contractor's invoice(s) and supporting documentation as set out in Section 6.3 of this Contract and process said invoices for payment within 30 days of receipt of the Contractor's invoice. The City will advise the Contractor within five (5) working days of receiving any invoice that requires additional information for approval to process for payment. The City will make payment of any undisputed amounts within thirty (30) days of receipt of Contractor's invoice, and the balance within thirty (30) days of the requested additional information.

7.6 Ineligible Work:

The Contractor will not be paid for the removal, transportation, storage, reduction and/or disposal of any material that may be determined by the City and/or Government as ineligible Debris, or for stumps or other services that have not been requested or approved by City.

7.6.1 Eligibility Inspections:

The Contractor and City or the Monitoring Team will inspect each load to verify that the contents are in accordance with the accepted definition of eligible Debris, as set out in Section 1.1 of this Contract.

7.6.2 Eligibility Determinations:

If any load is suspected to contain material that does not conform to the definition of eligible Debris, the load will be ordered to be deposited at another landfill, receiving facility or at a special location at the TDSRS. The Contractor will not invoice the City for such load(s) until the issue of eligibility is resolved.

7.7 Specialized Services:

The Contractor may invoice the City for costs incurred to mobilize and demobilize specialized equipment required to perform services in addition to those specified under Section 1.0 of this Contract. Additional specialized services or equipment will only be performed or provided if/when directed by the City.

8.0 MISCELLANEOUS

8.1 Notice:

Whenever in this Contract it is necessary to give notice or demand by either party to the other, such notice or demand shall be given in writing and forwarded by facsimile, recognized overnight delivery service or certified or registered mail, return receipt requested, and addressed as follows:

To Contractor at:
Brian Thomason
AshBritt, Inc.
565 E. Hillsboro Boulevard
Deerfield Beach, FL 33441
Telephone: (954) 725-6992
Facsimile: (954) 725-6991

To City at:
City of Freeport
200 West Second St.
Freeport Texas 77341
Telephone: (979) 233-2111
Facsimile:

Notice by facsimile shall be deemed delivered on the date of transmission provided a receipt evidences same, and otherwise on the date of the signed receipt of delivery.

8.2 Litigation:

No party may commence litigation against the other party without providing written notice and demand to the other party setting forth the matters in dispute including the amounts in dispute, and no party may commence litigation against the other party without first mediating the dispute before a certified mediator in Brazoria County, Texas. In the event the mediation results in an impasse, the parties may commence litigation. With respect to any litigation, this Contract shall be construed and governed by the laws of the State of Texas, without giving effect to any choice or conflict of law provision or rule. The sole and exclusive venue for any suit, action or proceeding arising out of, relating to, to interpret or for breach of this Contract, or with respect to the Contract work (a "Related Proceeding") shall be in the courts of Brazoria County, Texas, federal or state. Each of the parties irrevocably consents and submits to the exclusive subject matter and personal jurisdiction of the courts of the State of Texas located in Brazoria County, and of the United States District Court for the Southern District of Texas located therein for the purposes of a Related Proceeding, and irrevocably waives, to the fullest extent it may effectively do so, (i) any objection it may have to the laying of venue of any Related Proceeding in the Courts of Brazoria County, Florida, federal or state, and (ii) the defense of any inconvenient forum to the maintenance of any Related Proceeding in such court.

CONTRACTOR AND CITY HEREBY SEVERALLY, VOLUNTARILY, KNOWINGLY AND INTELLIGENTLY WAIVE ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY RELATED PROCEEDING, REGARDLESS OF WHETHER SUCH PROCEEDING CONCERNS ANY CONTRACTUAL, STATUTORY, TORTIOUS OR OTHER CLAIM. CONTRACTOR AND City SEVERALLY ACKNOWLEDGE THAT THEY HAVE BEEN REPRESENTED BY AN ATTORNEY OR HAVE HAD AN OPPORTUNITY TO CONSULT WITH AN ATTORNEY REGARDING THIS AGREEMENT AND UNDERSTAND THE LEGAL EFFECT OF THIS JURY TRIAL WAIVER.

8.3 Entire Contract:

This Contract shall consist of this Contract and Attachment I - Debris Removal, Processing and Disposal Fees, Attachment II - Equipment Rates and Labor and Material Rates, Attachment III - Personnel, Equipment and Materials (Emergency Push/Misc. Services) Price Schedule, Attachment IV - Stump Conversion Table, Attachment V - City of Freeport's Request for Proposal (RFP) and any amendments thereto, and Attachment VI - the proposal submitted by the contractor in response to the RFP, including any resultant negotiation and shall be accepted only upon approval by City Council and signature by the Mayor. In the event of a conflict in language between the Contract and attachments, the provisions and requirements set forth and/or referenced in the RFP shall govern. However, the City of Freeport reserves the right to clarify any contractual relationship in writing with the concurrence of the proposer, and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the contractor's proposal. In all other matters not affected by the written clarifications, if any, the RFP shall. This Contract

may only be modified, amended or extended by a written instrument executed by both parties.

8.4 Waiver:

In the event one of the parties waives a default by the other, such a waiver shall not be construed or deemed to be a continuing waiver of any subsequent breach or default of the other provisions of this Contract, by either party.

8.5 Severability:

If any provision of this Contract is deemed or becomes invalid, illegal or unenforceable under the applicable laws or regulations of any jurisdiction, such provision will be deemed amended to the extent necessary to conform to applicable laws or regulations. If it cannot be so amended without materially altering the intention of the parties, it will be stricken, and the remainder of this Contract will remain in full force and effect.

8.6 Binding Effect

This Contract shall be binding on and inure to the benefit of the heirs, successors and permitted assigns of the parties hereto.

8.7 Headings

All sections and headings are used for convenience only and do not affect the construction or interpretation of this Contract.

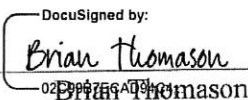
8.8 Counterparts

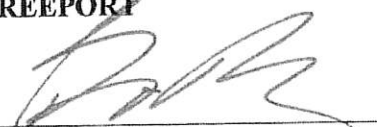
This Contract may be executed in any number of counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Contract. Electronic, facsimile or scanned signatures on this Contract shall be deemed to be authentic and valid counterparts of such original document for all purposes, including the filing of any claim, action or suit in the appropriate court of law.

IN WITNESS WHEREOF, the **Contractor** has caused this Contract to be signed in its corporate name by its authorized representative and the City has caused this Contract to be signed in its legal corporate name by persons authorized to execute said Contract as of the Effective Date.

ASHBRITT, INC.

CITY OF FREEPORT

By:  Brian Thomason

By:  Brooks Bass

Title: President, Disaster Response

Title: Mayor

Date: 8/4/2022

Date: 8/1/22

**ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL RATES**

ITEM	DESCRIPTION OF SERVICE	COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$0.00	Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling to Temporary Debris Storage and Reduction Site	\$7.65	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)	\$7.87	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of-Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$9.89	CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site	\$4.90	CY
6	Management of TDSRS (NOTE 4)	\$2.00	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$2.20	CY
8	Grinding or consolidation of C&D debris at TSDSRS	\$2.00	CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final	\$1.50	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$1.84	CY
11	Pick Up and Haul of White Goods to Site within County	\$70.00	UNIT
12	Pick Up and Disposal of Hazardous Material	\$14.80	LB
13	Freon Management and Recycling	\$70.00	UNIT
14	Dead Animal Collection, Transportation and Disposal	\$4.68	LB
15	Abandoned Vehicle Removal	\$200.00	VEHICLE
16	Recreational Vehicle	\$32.00	Per LF
17	Disposal of asbestos containing material	\$31.00	CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site – (NOTE 6)			
18	6 inch diameter to 11.99 inch diameter	See conversion chart	
19	12 inch diameter to 23.99 inch diameter	See conversion chart	
20	24 inch diameter to 47.99 inch diameter	\$270.00	STUMP
21	48 inch diameter and greater	\$450.00	STUMP
Debris from leaners and hangers will be piled on right of ways and will be hauled and disposed of under items 2 – 9			
22	Removal of hazardous hanging limbs greater than 2 inches	\$85.00	PER TREE
23	Removal of hazardous standing trees 6" – 12" in diameter	\$86.00	EACH
24	Removal of hazardous standing trees 13" – 24" in diameter	\$145.00	EACH
25	Removal of hazardous standing trees 25" – 36" in diameter	\$225.00	EACH
26	Removal of hazardous standing trees 37" – 48" in diameter	\$375.00	EACH
27	Removal of hazardous standing trees greater than 48" in diameter	\$500.00	EACH

Marine Debris Removal			
28	Canals, bayous and ditches	\$35.00	PER LF
29	Bays and other open waters	\$110,000.00	PER ACRE
30	Boat removal	\$280.00	PER LF
The following items shall be billed on a time and material basis according to the attached schedules:			
31	Emergency Road Clearance	See Equipment & Labor Rates	
32	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.45	SQ/FT
33	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	Cost +20%	N/A
34	Generators, light plants, water pumps, portable toilets and other required equipment or materials	Cost +20%	

NOTES:

1. This price assumes that TDSRS's , final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$.21 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add \$.19 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation.
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2 – 7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U. S. Department of Labor, Bureau of Labor Statistics.

ATTACHMENT II EQUIPMENT RATES

Equipment Description	Unit	Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$150.00
JD 644 Wheel Loader with debris grapple	Hour	\$160.00
Extendaboom Forklift with debris grapple	Hour	\$130.00
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$100.00
753 Bobcat Skid Steer Loader with bucket	Hour	\$100.00
753 Bobcat Skid Steer Loader with street Sweeper	Hour	\$100.00
30-50 HP Farm Tractor with box blade or rake	Hour	\$90.00
2-2 1/2 Cu.Yd. Articulated Loader with bucket	Hour	\$150.00
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$170.00
JD 648E Log Skidder or equivalent	Hour	\$200.00
CAT D4 Dozer	Hour	\$135.00
CAT D6 Dozer	Hour	\$175.00
CAT D8 Dozer	Hour	\$240.00
CAT 125 – 140 HP Motor Grader	Hour	\$150.00
JD 690 Trackhoe with debris grapple	Hour	\$170.00
JD 690 Trackhoe with bucket & thumb	Hour	\$170.00
Rubber Tired Trackhoe with debris grapple	Hour	\$165.00
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$110.00
Rubber Tired Excavator with debris grapple	Hour	\$165.00
210 Prentiss Knuckleboom with debris grapple	Hour	\$300.00
Self-Loader Scraper Cat 623 or equivalent	Hour	\$260.00
Hand Fed Debris Chipper	Hour	\$100.00
300 – 400 Tub Grinder	Hour	\$500.00
800 – 1,000 HP Diamond Z Tub Grinder	Hour	\$600.00
30 Ton Crane	Hour	\$250.00
50 Tone Crane	Hour	\$350.00
100 Ton Crane (8 hour minimum)	Hour	\$500.00
40-60' Bucket Truck	Hour	\$200.00
Service Truck	Hour	\$110.00
Water Truck	Hour	\$110.00
Portable Light Plant	Hour	\$50.00
Equipment Transports	Hour	\$150.00
Pickup Truck, Unmanned	Hour	\$20.00
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$300.00
Single Axle Dump Truck, 5 – 12 Cu.Yd.	Hour	\$80.00
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$95.00
Trailer Dump, 24 – 40 Cu.Yd.	Hour	\$115.00
Trailer Dump Truck, 61 – 80 Cu.Yd.	Hour	\$150.00
Power Screen	Hour	\$230.00
Stacking Conveyor	Hour	\$110.00
Off Road Trucks	Hour	\$200.00

LABOR AND MATERIAL RATES

Personnel Description	Unit	Unit Price
Operations Manager	Hour	\$115.00
Superintendent with truck, phone & radio	Hour	\$86.00
Foreman with truck, phone & radio	Hour	\$75.00
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$90.00
Inspector with vehicle, phone & radio	Hour	\$50.00
Climber with gear	Hour	\$110.00
Saw Hand with chainsaw	Hour	\$55.00
Laborers & Flagmen	Hour	\$50.00
Public Assistance Manager	Hour	\$110.00
Documentation Clerk	Hour	\$50.00
Timekeeper	Hour	\$45.00
HazMat Professional	Hour	\$200.00
Household HazMat Inspection & Removal Crew	Hour	\$300.00
Generators from 10 KW to 300 KW		\$500.00
Materials Description	Unit	Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$18.00

Notes:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction.
2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.
3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.

**ATTACHMENT III
PERSONNEL, EQUIPMENT AND MATERIAL
(EMERGENCY PUSH/MISC. SERVICES PRICE SCHEDULE**

[SEE ATTACHED]

ATTACHMENT IV
Stump Conversion Table
Diameter to Volume Capacity

The qualification of the cubic yards of debris for each size of stump is the following table was derived from FEMA field studies conducted throughout the State of Florida during the debris removal operations following Hurricane Charley, Frances, Ivan and Jeanne. The following formula is used to derive cubic yards.

$$\frac{[(\text{Stump Diameter}^2 \times 0.7854) \times \text{Stump Length}] + [(\text{Root ball Diameter}^2 \times 0.7854) \times \text{Root Ball Height}]}{46656}$$

0.7854 is one-fourth Pi and is a constant.

46656 is used to convert inches to Cubic Yards and is a constant.

The formula used to calculate the cubic yardage used the following factors, based upon findings in the field:

- Stump diameter measured two feet up from ground
- Stump diameter to root ball diameter ratio of 1:3:6
- Root ball height of 31"

Stump Diameter (inches)	Cubic Yards
6	0.3
7	0.4
8	0.5
9	0.6
10	0.7
11	0.9
12	1
13	1.2
14	1.4
15	1.6
16	1.8
17	2.1
18	2.3
19	2.6
20	2.9
21	3.2
22	3.5
23	3.8
24	4.1
25	4.5
26	4.8
27	5.2
28	5.6
29	6
30	6.5
31	6.9
32	7.3
33	7.8
34	8.3
35	8.8
36	9.3
37	9.8
38	10.3
39	1.9
40	11.5
41	12
42	12.6
43	13.3
44	13.9
45	14.5
46	15.2

Stump Diameter (inches)	Cubic Yards
47	15.8
48	16.5
49	17.2
50	17.9
51	18.6
52	19.4
53	20.1
54	20.9
55	21.7
56	22.5
57	23.3
58	24.1
59	24.9
60	25.8
61	26.7
62	27.6
63	28.4
64	29.4
65	30.3
66	31.2
67	32.2
68	33.1
69	34.1
70	35.1
71	36.1
72	37.2
73	38.2
74	39.2
75	40.3
76	41.4
77	42.5
78	43.6
79	44.7
80	45.9
81	47
82	48.2
83	49.4
84	50.6

ATTACHMENT V
CITY OF FREEPORT'S REQUEST FOR PROPOSAL

[PLEASE SEE ATTACHED]

**ATTACHMENT VI
PROPOSAL SUBMITTED BY THE
CONTRACTOR IN RESPONSE TO THE RFP**

[PLEASE SEE ATTACHED]

TheFormTool (c) 2011-2017 Snapdone, Inc.		
Label	Question	Answer
Client type	Is this a City, County, Etc?	City

Agreement for Contract Extension
CITY OF FREEPORT, TEXAS

Contract Title: FREEPORT, TEXAS (City of) - Standby Contract for the City of Freeport, Texas- Disaster and/or Storm Related Services

Contract Term: August 3, 2022 through August 2, 2025

Extension Number: 1

Renewal Period: August 3, 2025 through August 2, 2027

Contractor: Ceres Environmental Services Inc
6371 Business Boulevard, Suite 100
Sarasota FL 34240

Description of Renewal Notice:

In accordance with the original contract, **CONTRACT FOR Standby Contract for the City of Freeport, Texas- Disaster and/or Storm Related Services** all specifications, terms and conditions are to remain the same. Pursuant to this extension agreement, the contract is hereby being extended through to August 2, 2027.

Accepted by the following authorized representatives on behalf of CITY OF FREEPORT, TEXAS and the Contractor, Ceres Environmental Services Inc.

CERES ENVIRONMENTAL SERVICES INC.

CITY OF FREEPORT, TEXAS

Sign: _____
Tia Laurie, Corporate Secretary

Sign: _____
Authorized Representative

Date: _____

Printed Name: _____

Title: _____

Date: _____

ATTACHMENT I
DEBRIS REMOVAL, PROCESSING AND DISPOSAL

ITEM	DESCRIPTION OF SERVICE	COST	2.4% CPI INCREASE COST	UNIT
1	Mobilization and Demobilization (Lump Sum)	\$500.00	\$512.00	Lump Sum
2	Vegetative and C&D Debris Removal from Public Property (Right-of- Way) and Hauling to Temporary Debris Storage and Reduction Site (TDSRS) or other disposal sites (NOTE 1 & 6)	\$8.44	\$8.64	CY
3	Vegetative and C&D Debris Removal from Private Property (Right-of-Entry Program) and Publicly Owner Property (other than Right-of-Way) and hauled to TDSRS or other disposal sites (NOTE 1 & 6)	\$8.59	\$8.80	CY
4	Vegetative and C&D Debris Removal from Public Property (Right-of- Way) and Hauling Directly to Final Disposal Site (NOTES 1, 3 & 6)	\$8.58	\$8.79	CY
5	Vegetative and C&D Debris Removal from Temporary Debris Storage and Reduction Site (TDSRS) and Hauling to Final Disposal Site (NOTES 2 , 3 & 7)	\$3.87	\$3.96	CY
6	Management of TDSRS (NOTE 4)	\$1.75	\$1.79	CY
7	Processing (Grinding/Chipping) of Vegetative Debris at TDSRS or Final Disposal	\$2.54	\$2.60	CY
8	Grinding or consolidation of C&D debris at TDSRS	\$1.57	\$1.61	CY
9	Processing (Open Burning) of Vegetative Debris at TDSRS or Final Disposal	\$0.47	\$0.48	CY
10	Processing Burning of Vegetative debris using air curtain incinerators at TDSRS or final disposal	\$1.22	\$1.25	CY
11	Pick Up and Haul of White Goods to Site within County	\$38.00	\$38.91	UNIT
12	Pick Up and Disposal of Hazardous Material	\$5.78	\$5.92	LB
13	Freon Management and Recycling	\$35.00	\$35.84	UNIT
14	Dead Animal Collection, Transportation and Disposal	\$0.95	\$0.97	LB
15	Abandoned Vehicle Removal	\$185.00	\$189.44	VEHICLE
16	Recreational Removal	\$88.00	\$90.11	Per LF
17	Disposal of asbestos containing material	\$28.45	\$29.13	CY
Removal of hazardous stumps resulting from trees growing on the right of way and Hauling to Final Disposal Site - (NOTE 6)				
18	6 inch diameter to 11.99 inch diameter	See conversion chart		
19	12 inch diameter to 23.99 inch diameter	See conversion chart		
20	24 inch diameter to 47.99 inch diameter	\$175.00	\$179.20	STUMP
21	48 inch diameter and greater	\$250.00	\$256.00	STUMP
Removal from leaners and hangers will be piled on the right of ways and will be hauled and disposed of under items 2-9				
22	Removal of hazardous hanging limbs greater than 2 inches	\$89.00	\$91.14	PER TREE
23	Removal of hazardous standing trees 6" - 12" in diameter	\$65.00	\$66.56	EACH
24	Removal of hazardous standing trees 13" - 24" in diameter	\$125.00	\$128.00	EACH
25	Removal of hazardous standing trees 25" - 36" in diameter	\$185.00	\$189.44	EACH
26	Removal of hazardous standing trees 37" - 48" in diameter	\$235.00	\$240.64	EACH
27	Removal of hazardous standing trees greater than 48" in diameter	\$285.00	\$291.84	EACH

Marine Debris Removal				
28	Canals, bayous and ditches	\$27.55	\$28.21	PER LF
29	Bays and other open waters	\$12,500.00	\$12,800.00	PER ACRE
30	Boat removal	\$92.00	\$94.21	PER LF
The following items shall be billed on a time and material basis according to the attached schedules:				
31	Emergency Road Clearance	See Equipment & Labor Rates		
32	Demolition of Structures (Debris will be hauled and disposed of under items 2-9)	\$3.25	\$3.33	SQ/FT
33	Disaster event Generated Hazardous Wastes Abatement; Biohazardous Wastes Abatement	Cost +12%	Cost + 12.29%	N/A
34	Generators, light plants, water pumps, portable toilets and other required equipment or materials	See Additional Disaster and/or Storm Recovery Services provided in Section K		

NOTES:

1. This price assumes that TDSRS's, final disposal site or other approved disposal sites are within 10 miles. For all distances over 10 miles add \$0.195 per cubic yard per mile.
2. This price assumes final disposal is within 30 miles of TDSRS. For all distances over 30 miles add \$0.215 per cubic yard per mile.
3. The Contractor will pay tipping fee at final disposal site(s) and back charge City at cost.
4. Includes management of site remediation
5. All stumps placed on the right of way by citizens will be converted to cubic yards per the attached FEMA Stump Conversion Chart and charged as regular debris under items 2-7.
6. Invoices to be based on incoming load tickets.
7. Invoices to be based on outgoing load tickets.
8. For a multi-year contract, the above prices would be adjusted up or down on the anniversary date of the contract according a percentage equal to the percent change in the Consumer Price Index as published by the U.S Department of Labor, Bureau of Labor Statistics.

**ATTACHMENT II
EQUIPMENT RATES**

Equipment Description	Unit	Unit Price	2.4% CPI Increase Unit Price
JD 544 Wheel Loader with debris grapple	Hour	\$135.00	\$138.24
JD 644 Wheel Loader with debris grapple	Hour	\$155.00	\$158.72
Extendaboom Forklift with debris grapple	Hour	\$82.00	\$83.97
753 Bobcat Skid Steer Loader with debris grapple	Hour	\$101.00	\$103.42
753 Bobcat Skid Steer Loader with bucket	Hour	\$98.00	\$100.35
753 Bobcat Skid Steer Loader with street sweeper	Hour	\$95.00	\$97.28
30-50 HP Farm Tractor with box blade or rake	Hour	\$88.00	\$90.11
2-2 1/2 Cu.Yd. Articulated Loader with bucket	Hour	\$118.00	\$120.83
3-4 Cu.Yd. Articulated Loader with bucket	Hour	\$122.00	\$124.93
JD 648E Log Skidder or equivalent	Hour	\$129.00	\$132.10
CAT D4 Dozer	Hour	\$113.00	\$115.71
CAT D6 Dozer	Hour	\$155.00	\$158.72
CAT D8 Dozer	Hour	\$185.00	\$189.44
CAT 125 - 140 HP Motor Grader	Hour	\$125.00	\$128.00
JD 690 Trackhoe with debris grapple	Hour	\$167.00	\$171.01
JD 690 Trackhoe with bucket & thumb	Hour	\$163.00	\$166.91
Rubber Tired Trackhoe with debris grapple	Hour	\$178.00	\$182.27
JD 310 Rubber Tired Backhoe with bucket and hoe	Hour	\$118.00	\$120.83
Rubber Tired Excavator with debris grapple	Hour	\$178.00	\$182.27
210 Prentiss Knuckleboom with debris grapple	Hour	\$130.00	\$133.12
Self-Loader Scraper Cat 623 or equivalent	Hour	\$125.00	\$128.00
Hand Fed Debris Chipper	Hour	\$75.00	\$76.80
300 - 400 Tub Grinder	Hour	\$255.00	\$261.12
800 - 1,000 HP Diamond Z Tub Grinder	Hour	\$365.00	\$373.76
30 Ton Crane	Hour	\$255.00	\$261.12
50 Ton Crane	Hour	\$365.00	\$373.76
100 Ton Crane (8 hour minimum)	Hour	\$495.00	\$506.88
40-60' Bucket Truck	Hour	\$196.00	\$200.70
Service Truck	Hour	\$92.00	\$94.21
Water Truck	Hour	\$98.00	\$100.35
Portable Light Plant	Hour	\$31.00	\$31.74
Equipment Transports	Hour	\$110.00	\$112.64
Pickup Truck, Unmanned	Hour	\$27.00	\$27.65
Self-loading Dump Truck with Knuckleboom and debris grapple	Hour	\$215.00	\$220.16
Single Axle Dump Truck, 5 - 12 Cu.Yd.	Hour	\$68.00	\$69.63
Tandem Dump Truck, 16 - 20 Cu.Yd.	Hour	\$75.00	\$76.80
Trailer Dump, 24 - 40 Cu.Yd.	Hour	\$86.00	\$88.06
Trailer Dump Truck, 61 - 80 Cu.Yd.	Hour	\$92.00	\$94.21
Power Screen	Hour	\$85.00	\$87.04
Stacking Conveyor	Hour	\$42.00	\$43.01
Off Road Trucks	Hour	\$115.00	\$117.76

Personnel Description	Unit	Unit Price	2.4% CPI Increase Unit Price
Operations Manager	Hour	\$80.00	\$81.92
Superintendent with truck, phone & radio	Hour	\$70.00	\$71.68
Foreman with truck, phone & radio	Hour	\$62.00	\$63.49
Safety/Quality Control Inspector with vehicle, phone & radio	Hour	\$72.00	\$73.73
Inspector with vehicle, phone & radio	Hour	\$65.00	\$66.56
Climber with gear	Hour	\$55.00	\$56.32
Saw Hand with chainsaw	Hour	\$48.00	\$49.15
Laborers & Flagmen	Hour	\$42.00	\$43.01
Public Assistance Manager	Hour	\$60.00	\$61.44
Documentation Clerk	Hour	\$38.00	\$38.91
Time Keeper	Hour	\$32.00	\$32.77
HazMat Professional	Hour	\$65.00	\$66.56
Household HazMat Inspection & Removal Crew	Hour	\$215.00	\$220.16
Generators from 10 KW to 300 KW	See Additional Disaster and/or Storm Recovery Service provided in Section K		
Materials Description	Unit	Unit Price	2.4% CPI Increase Unit Price
Fill Dirt for Stump Holes - Purchased, Placed, and Shaped	CY	\$30.00	\$30.72

NOTES:

1. The Equipment, labor and material rates shown above are for tasks requested by the City which are not covered in the rates (per cubic yard) for normal debris removal and reduction

2. Pricing includes operator, fuel, and maintenance. Depending on the severity of the disaster, some or all of the above equipment will be required. The Contractor will ensure sufficient numbers of each type of listed equipment are available to meet the needs for a particular disaster.

3. The listed equipment should cover all possible equipment needs following disaster. The Contractor has access and contacts for any other equipment that might be required and will negotiate a rate with the City if need arises for equipment not on list.



**Transmission of material in this release is embargoed until
8:30 a.m. (ET) Thursday, April 10, 2025**

USDL-25-0459

Technical information: (202) 691-7000 • cpi_info@bls.gov • www.bls.gov/cpi
Media contact: (202) 691-5902 • PressOffice@bls.gov

CONSUMER PRICE INDEX – MARCH 2025

The Consumer Price Index for All Urban Consumers (CPI-U) decreased 0.1 percent on a seasonally adjusted basis in March, after rising 0.2 percent in February, the U.S. Bureau of Labor Statistics reported today. Over the last 12 months, the all items index increased 2.4 percent before seasonal adjustment.

The index for energy fell 2.4 percent in March, as a 6.3-percent decline in the index for gasoline more than offset increases in the indexes for electricity and natural gas. The food index, in contrast, rose 0.4 percent in March as the food at home index increased 0.5 percent and the food away from home index rose 0.4 percent over the month.

The index for all items less food and energy rose 0.1 percent in March, following a 0.2-percent increase in February. Indexes that increased over the month include personal care, medical care, education, apparel, and new vehicles. The indexes for airline fares, motor vehicle insurance, used cars and trucks, and recreation were among the major indexes that decreased in March.

The all items index rose 2.4 percent for the 12 months ending March, after rising 2.8 percent over the 12 months ending February. The all items less food and energy index rose 2.8 percent over the last 12 months, the smallest 12-month increase since March 2021. The energy index decreased 3.3 percent for the 12 months ending March. The food index increased 3.0 percent over the last year.

Chart 1. One-month percent change in CPI for All Urban Consumers (CPI-U), seasonally adjusted, Mar. 2024 - Mar. 2025
Percent change

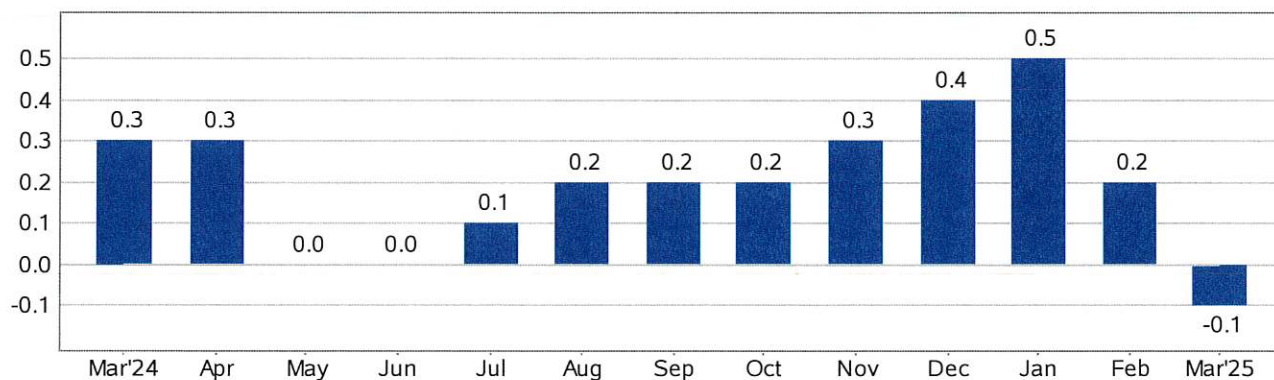


Chart 2. 12-month percent change in CPI for All Urban Consumers (CPI-U), not seasonally adjusted, Mar. 2024 - Mar. 2025
Percent change

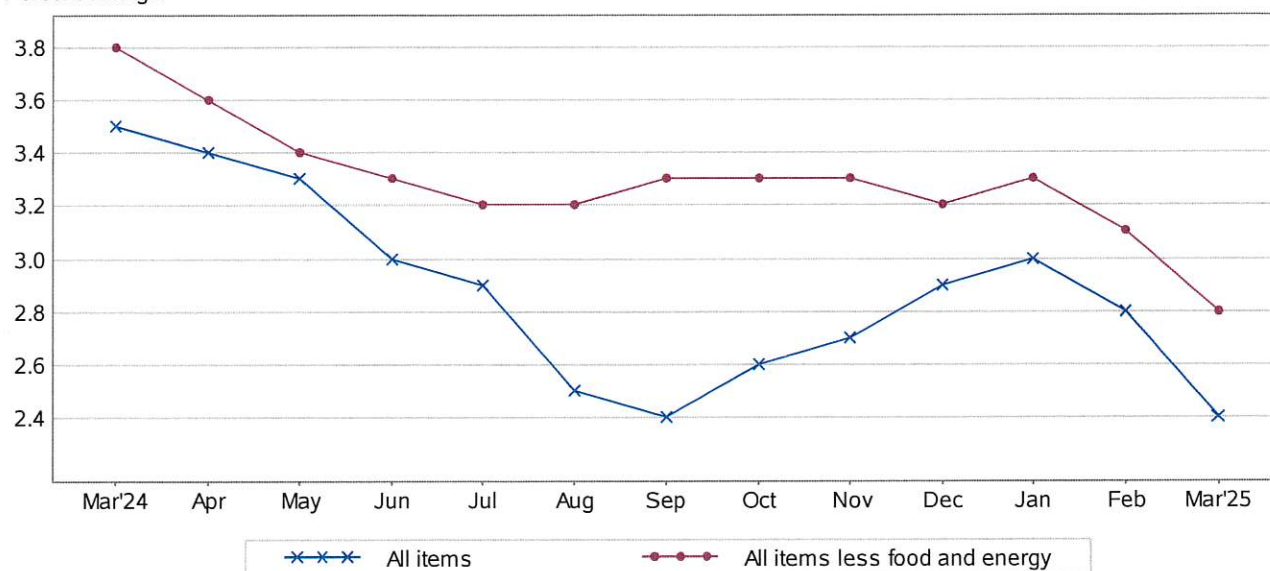


Table A. Percent changes in CPI for All Urban Consumers (CPI-U): U.S. city average

	Seasonally adjusted changes from preceding month							Un-adjusted 12-mos. ended Mar. 2025
	Sep. 2024	Oct. 2024	Nov. 2024	Dec. 2024	Jan. 2025	Feb. 2025	Mar. 2025	
All items.....	0.2	0.2	0.3	0.4	0.5	0.2	-0.1	2.4
Food.....	0.3	0.2	0.3	0.3	0.4	0.2	0.4	3.0
Food at home.....	0.3	0.2	0.4	0.3	0.5	0.0	0.5	2.4
Food away from home ¹	0.3	0.2	0.3	0.3	0.2	0.4	0.4	3.8
Energy.....	-1.0	-0.2	0.1	2.4	1.1	0.2	-2.4	-3.3
Energy commodities.....	-2.3	-1.1	0.2	3.9	1.9	-0.9	-6.1	-9.5
Gasoline (all types).....	-2.3	-1.0	0.3	4.0	1.8	-1.0	-6.3	-9.8
Fuel oil.....	-3.8	-2.3	-1.4	2.1	6.2	0.8	-4.2	-7.6
Energy services.....	0.6	0.7	-0.1	0.8	0.3	1.4	1.6	4.2
Electricity.....	0.5	0.8	-0.2	0.2	0.0	1.0	0.9	2.8
Utility (piped) gas service.....	0.7	0.5	0.5	2.8	1.8	2.5	3.6	9.4
All items less food and energy.....	0.3	0.3	0.3	0.2	0.4	0.2	0.1	2.8
Commodities less food and energy commodities.....	0.2	0.0	0.2	0.0	0.3	0.2	-0.1	-0.1
New vehicles.....	0.1	0.0	0.5	0.4	0.0	-0.1	0.1	0.0
Used cars and trucks.....	0.5	1.2	1.3	0.8	2.2	0.9	-0.7	0.6
Apparel.....	1.0	-0.9	0.1	0.1	-1.4	0.6	0.4	0.3
Medical care commodities ¹	-0.7	-0.2	-0.1	0.0	1.2	0.1	-1.1	1.0
Services less energy services.....	0.4	0.3	0.3	0.3	0.5	0.3	0.1	3.7
Shelter.....	0.3	0.4	0.3	0.3	0.4	0.3	0.2	4.0
Transportation services.....	1.2	0.4	0.1	0.5	1.8	-0.8	-1.4	3.1
Medical care services.....	0.6	0.3	0.3	0.2	0.0	0.3	0.5	3.0

¹ Not seasonally adjusted.

August 1, 2025

Christopher Motley, Fire Chief/EMC
Freeport Fire Department
131 East Fourth Street
Freeport, TX 77541

RE: AshBritt's Request for Cost Increase for the Pre-Event Contract for
Disaster and/or Storm Recovery Services Pursuant to the CPI

Dear Chief Motley:

AshBritt remains committed to providing the highest value and exceptional level of service to the City. The services in the contract are driven by fuel, labor, and equipment operating costs, as well as temporary housing costs for non-local employees that come to the city to support disaster response efforts. The cost for these services increase and track the costs of the consumer price index.

With that being said, AshBritt is respectfully requesting an increase of 8.5% based upon the U.S. Bureau of Labor Statistics, Consumer Price Index, South Region. The 8.5% increase is an accumulative percentage for 2023, 2024, 2025.

- June 2023 - 3.3%
- June 2024 – 2.9%
- June 2025 – 2.3%.

(see below table).

Please let us know if this is acceptable with the City. If so, AshBritt can draft an Amendment renewing the term and attaching the revised pricing.

Thank you for your consideration.

Respectfully,



Jackie Ryan, Procurement Director
AshBritt, Inc.
Telephone: 954-725-6992

https://www.bls.gov/regions/southeast/news-release/consumerpriceindex_south.htm

[close](#) or Esc Key

Chart 1. Over-the-year percent change in CPI-U, South region, June 2022–June 2025

Month	2022	2023
May 2023	4.4	6.0
Jun 2023	3.3	5.5
Jul 2023	3.4	5.0
Aug 2023	4.1	4.8
Sep 2023	4.2	4.6
Oct 2023	3.7	4.5
Nov 2023	3.4	4.4
Dec 2023	3.7	4.2
Jan 2024	3.4	4.3
Feb 2024	3.7	4.4
Mar 2024	3.8	4.0
Apr 2024	3.3	3.6
May 2024	3.2	3.3
Jun 2024	2.9	3.1
Jul 2024	2.9	3.1
Aug 2024	2.3	2.9
Sep 2024	2.1	3.0
Oct 2024	2.5	3.1
Nov 2024	2.7	3.1
Dec 2024	2.8	3.1
Jan 2025	2.8	3.1
Feb 2025	2.3	2.6
Mar 2025	1.9	2.4
Apr 2025	2.0	2.5
May 2025	2.0	2.5
Jun 2025	2.3	2.6



City Council Agenda Item #[5.K]

Title: Discuss and Take possible action on Ordinance 2022-2672- and 2023-2820

Date: August 4, 2025

From: (Councilman Pena/Councilman Davis)

Staff Recommendation: N/A

Item Summary: Council seeks to discuss and take action on specific “agenda related sections” that have hamstrung the Council and Pubic from speaking.

Background Information: With the recent findings at the Pena Agenda Trial, it was revealed that the City of Freeport has been conducting Agenda and Council procedures in violations of the city ordinances and state laws. The sections for discussion have been more specifcally identified to help ensure greater transparency and efficiency of communication by residents and Council,

Special Considerations: The Transcript from the Trial can be obtained from the county upon request to help detail the illegal activities as it relates to Agenda and Council Meetings that have been performed by City Manager and Council.

Financial Impact: The financial impact of this matter is in the MILLIONS of DOLLARS as they directly affect the time sensitive nature of contracts, city hall operations, and liabilty to the general public.

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Ordinance No. 2022-2672-p0001-0003
2. Resolution No. 2023-2820-p0001-0002

*
*
*

ORDINANCE NO. 2022-2672

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE: AMENDING ORDINANCE 2022-2657 ESTABLISHING SPECIFIC PROCEDURES AND DEADLINES FOR ITEMS TO BE PLACED ON THE CITY COUNCIL AGENDA; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT IMMEDIATELY UPON SUCCESSFUL PASSAGE AND EXECUTION BY THE MAYOR AND CITY SECRETARY.

WHEREAS, the City Council desires to ensure equal access by each Council member to bring items for consideration to the City Council as a whole; and

WHEREAS, the City Council recognizes that City staff must gather information, draft proposed resolutions and ordinances, and organize documents for each agenda item, and adequate time should be provided for City staff to perform those functions; and

WHEREAS, the City Council seeks to amend and modify Ordinance 2022-2657; and

WHEREAS, the City Council of the City of Freeport, Texas, has determined and does here now declare that the adoption of this ordinance is necessary to the fair and orderly administration of its constitutional and statutory powers as a home-rule municipality.

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

First, the City Council specifically finds that all items contained in the preamble above are true and correct.

Second, the City Council adopts the following rules, procedures and deadlines for items requested by the Mayor or Council member to be placed on a City Council Agenda:

1. Any request made by the Mayor or two (2) Council members for an item to be placed on the agenda of a REGULAR Council meeting must be made in writing, to the City Manager, on or before noon (12:00 p.m.) on the Tuesday prior to the meeting.
2. Any request made by the Mayor or two (2) Council members for an item to be placed on the agenda of a SPECIAL Council meeting must be made in writing, to the City Manager, at least ninety-six (96) hours prior to the meeting.
3. Any request made by the Mayor or two Council members under Section 1 or 2 above must be submitted with supporting documentation, including a completed agenda memo form that includes sufficient information for Council to clearly understand the issue to be discussed; and, if the item is being placed on a City Council agenda for action, the recommendation of the Mayor or Council members making the request. Individual Council members are limited to add 4 number of items to any single City Council agenda.

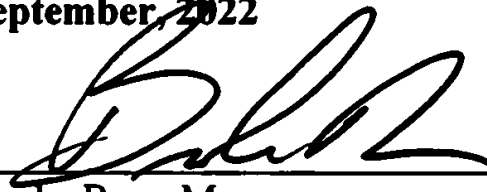
4. The City Manager shall place the requested item on the agenda as requested within the timeframe above.
5. The City Manager shall place the requested item in open session or executive session as requested and shall use the exact language as requested.
6. The City Manager and City staff shall contact the requesting Council members should they have any questions or require more information to prepare the necessary documents for the item prior to the posting deadline.
7. The City Manager shall be responsible to have all necessary resolutions, ordinances, supporting documentation prepared and in the City Council packets delivered to Council members on the day the agenda is posted, and, if the City Manager chooses, the City Manager may prepare a Council memorandum with a recommendation regarding the requested action.
8. The Council may table any agenda item upon motion and majority vote during the open session of the Council meeting of which the item is on the agenda.
9. If an item is placed on a City Council agenda for action and such item is defeated by vote or inaction, that item may not be reintroduced on a future City Council agenda for 3 months unless requested by the Mayor or two other Council members who did not sponsor the original agenda item.

Third, 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.

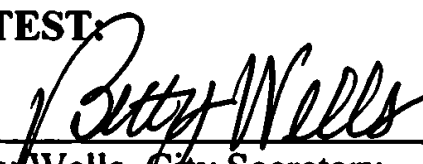
Fourth, this ordinance shall take effect immediately upon its passage and execution by the Mayor and the City Secretary.

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

READ, PASSED AND ADOPTED this 6th day of September, 2022

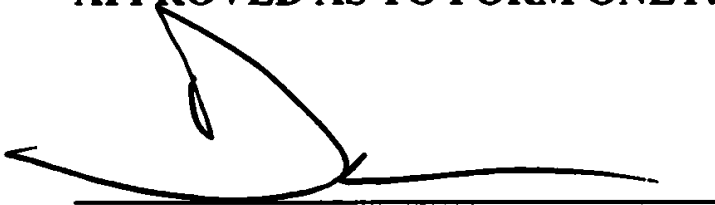


Brooks Bass, Mayor

ATTEST:


Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:



David W. Olson, City Attorney

RESOLUTION NUMBER 2023-2820

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, ESTABLISHING A POLICY FOR PUBLIC COMMENTS DURING CITY COUNCIL MEETINGS; PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

WHEREAS, the City Council desires to establish a policy for public comments given during City Council meetings to improve decorum at such meetings;

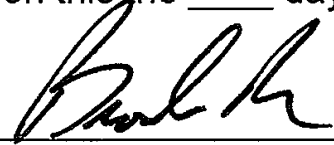
NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, THAT:

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. The Public Comments Policy attached hereto as "Exhibit A" is hereby adopted as the Public Comments Policy of the City of Freeport.

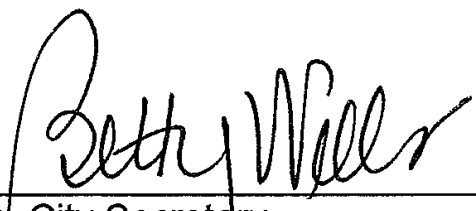
Section 3. This Resolution shall become effective immediately upon its passage.

DULY PASSED, APPROVED AND ADOPTED on this the 16 day of October, 2023.



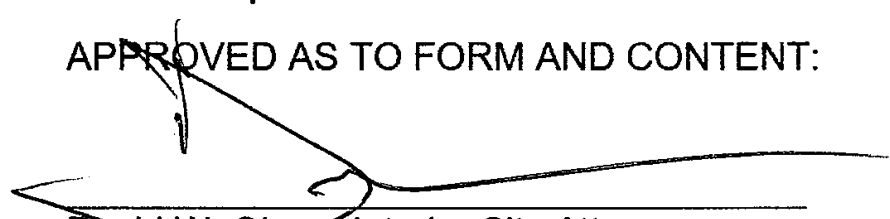
Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:



Betty Wells, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:



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

Exhibit A

Public Comments Policy

POLICY AND PROCEDURES FOR THE CITY OF FREEPORT FOR PUBLIC COMMENTS AT CITY COUNCIL MEETINGS

Any resident of Freeport may comment for up to four (4) minutes during the "Public Comments" section or at the beginning of a specific agenda item at each regular City Council Meeting if they comply with these rules. A resident may only comment once during a City Council meeting.

All comments must be respectful in tone and reasonable in nature. No threats, yelling, cursing, harassing or derogatory comments will be allowed. No personal attacks or comments about persons or their family will be allowed. Any violation of these rules will be considered disruptive behavior, and any violator or person who speaks out improperly or without authorization will be removed from Council Chambers.

Any resident wishing to comment must sign up with the City Secretary prior to commencement of the Council Meeting by completing their name, address, phone number, email address and purpose of comment on a form to be provided in City Hall, or they will not be allowed to comment.

No Council Member may answer, respond or engage in discussion with any person making a comment, and the person making comment shall not seek to have any Council Member respond.

No Council Member shall be allowed to speak during Public Comments. A Council Member shall be given the opportunity to speak on matters of City business or public interest during a lawfully posted agenda item or during the Work Session. If the subject matter to be discussed during the agenda item or Work Session is considered City business, such Council Member shall request that item be placed on the agenda as provided by City policy for requesting such an agenda item.

The Freeport Police Chief or police officer in charge at such meeting will strictly enforce these rules and limitations.

We welcome reasonable and respectful comment while ensuring compliance with the Texas Open Meetings laws.



City Council Agenda Item #[5.L]

Title: Discuss and take action to elect a Mayor Pro Tem pursuant to the City Charter Section 3.05

Date: August 4, 2025

From: (Councilman Davis/Councilman Rossow)

Staff Recommendation: N/A

Item Summary: Council seeks to discuss and take action on specific agenda item related to sec.3.05. Ordinance Mayor Pro Tem.

Background Information: As you can see, the charter states that the council “Shall “select a Mayor Pro Temp at the meeting after the election. The council should not be allowed to hold the office vacant nor delay it for personal reasons to not select the only qualified councilman which was councilman Pena. That violates the city charter per section 3.05. The council failed to follow the charter and assign a Mayor pro tem. At our 5-13-24 meeting. The qualified Mayor pro tem councilman must be on council for at least two years and Councilman Pena was the only one qualified at the time.

Per the city charter sec.3.05.

I am asking that this be put on the August 4th meeting for discussion thanks.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party Recommendation: N/A

Supporting Documentation:

1. Sec._3.05.___Mayor_pro_tem.

Sec. 3.05. Mayor pro tem.

At the meeting of the city council at which the returns of the annual election are canvassed each year, the members of the city council shall select, on a rotating basis among the wards, a member of the city council who has been on city council for at least two years to serve as mayor pro tem until the meeting of the city council at which the returns of the annual election for the next succeeding year have been canvassed. The mayor pro tem shall perform all of the duties of the mayor in the absence or disability of the mayor and shall assume the office of mayor for the remainder of the unexpired term in the event the office of the mayor becomes vacant. If both the mayor and the mayor pro tem are absent from any meeting of the city council, the members present shall elect from among themselves a temporary mayor pro tem to preside at such meeting.

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

(Ref. of 5-7-1994; Ref. of 5-2-1998; Ref. of 5-10-2014)