



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, JANUARY 23, 2023 at 6:00 P.M.**

Mayor:

Brooks Bass

Council Members:

Jeff Pena

Jerry Cain

Mario Muraira

City Manager:

Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 23RD DAY OF JANUARY, 2023, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

This meeting will be live streamed via Facebook Live and may be accessed on the City of Freeport

Facebook page: <https://www.facebook.com/freeporttexas>

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

CALL TO ORDER: *The Mayor will call the meeting to order, declare a quorum if present, and declare notices legally posted pursuant to Open Meetings Act.*

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

Members of the public are allowed to address the City Council at this time, and must include name and address. *Note*, specific factual information or a recitation of existing policy may be furnished in response to an inquiry made, but any deliberation, discussion, or decision with respect to any subject about which the inquiry was made shall be limited to a proposal to place such subject on the agenda for a subsequent meeting for which notice is provided in compliance with the Texas Open meetings Act unless said notice appears herein. The public is reminded that there is a (4) minute time limit as approved by City Council on June 21, 2010.

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

1. Presentation by the US Corp of Engineers updating Council and the Public of the Freeport Project.
2. Presentation of employee of the month for the month of December 2022. **(Kelty)**

CONSENT AGENDA:

Consent Agenda items are considered to be routine in nature and may be acted upon in one motion. Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

3. Consideration and possible action on the approval of City Council meeting minutes from January 9, 2023, and the Special Meeting from January 9, 2023. **(Wells)**
4. Consideration and possible action approving the date change for the 2nd meeting in February from Monday February 20, to Tuesday February 21, 2023 for the President's Day Holiday. **(Wells)**
5. Consideration and possible action approving ratification for the approved Replat of God's Grace Subdivision Comprised of Lots 1,2,3,4 & 5 Formerly a Called 14.7385 Acre Tract Being a Part of Tracts 36,37,38, 39 & 40 of the San Bernard Syndicate Subdivision N and being that same tract a Recorded in County Clerk's File No. 2022-019935 of The Brazoria County Official Records in the Thomas B. Bell Survey Abstract 41 City of Freeport (ETJ) Brazoria County, Texas. **(Roman)**
6. Consideration and possible action approving the ratification of the approved Replat of Seaside Estates of Follett's Island TX a 10 Lot Subdivision of 25.979 Acres Composed of Tracts 5 through 11 of the unrecorded Subdivision of 70.15 acres conveyed to Nelms Development LLC in County Clerk's File 2021061111 of the Brazoria County Official Records situated in the Stephen F. Austin Peninsula League Abstract 29 City of Freeport Brazoria County, Texas. **(Roman)**

COUNCIL BUSINESS – REGULAR SESSION:

7. Consideration and possible action approving an amendment to the agreement between Brazoria County and the City of Freeport to receive funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14,218; Grant Number B-21-UC48-005 **(Ezell)**
8. Consideration and possible action approving the Joint Election Agreement with Brazoria County for the General Election on May 6, 2023. **(Wells)**

WORK SESSION:

9. **The City Council may deliberate and make inquiry into any item listed in the Work Session.**
 - A. Mayor Brooks Bass announcements and comments.
 - B. Councilman Pena Ward A announcements and comments.

- C. Councilman Cain Ward B announcements and comments.
- D. Councilman Muraira Ward C announcements and comments.
- E. City Manager Tim Kelty announcements and comments.
- F. Updates on current infrastructure.
- G. Update on reports / concerns from Department heads.

CLOSED SESSION:

- 10. Executive Session regarding a.) (Deliberations about Real Property) East End, Property swap with ISD for OA Fleming property and River property used for High School ball diamonds. b.) (Consultation with Attorney) potential litigation: Veolia Contract, Motel 6 c.) Economic Development Project "Bluebird"; in accordance with Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.073 and 551.087.

COUNCIL BUSINESS – REGULAR SESSION:

- 11. Take any action resulting from Executive Session.

ADJOURNMENT:

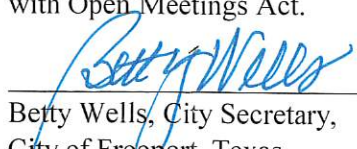
- 12. Adjourn.

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

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

ACCESSIBILITY STATEMENT This facility is wheelchair accessible and accessible parking spaces are available. Requests for accommodations or interpretive services must be made 48 hours prior to this meeting. Please contact the City Secretary's Office at (979) 233-3526.

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the rear door of the City Hall, with 24 hours a day public access, 200 West 2nd Street, Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.


Betty Wells, City Secretary,
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, January 9, 2023 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Brooks Bass
- Councilman Jeff Pena
- Councilman Jerry Cain
- Councilman Mario Muraira

Staff:

- Tim Kelty, City Manager
- Lance Petty, Assistant City Manager/PWD
- Betty Wells, City Secretary
- Clarisa Molina, Administrative Assistant
- David Olson, Interim City Attorney
- Cathy Ezell, Finance Director
- Toby Cohen, IT Manager
- Jennifer Howell, Freeport Police Chief
- Donna Fisher, Human Resource Director
- Ana Silbas, Main Street Coordinator
- Kacey Roman, Building Official
- Chris Motley, Fire Chief
- Brian Dybala, Golf Course Director

Visitors:

George Matamoros	Karla Clark
Sam Reyna	Joe Penfield
Pam Dancy	Bob Casale
Shonda Marshall	Desiree Pearson
Tom Pearson	Ben Kelty
Alma Kelty	Kent Holle (Facts)
Manning Rollerson	Karla Clark
GiGi Canard	Melanie Oldham
Mark Parker	Ron Bachman
Con McCleester	Sam Reyna
Diane McCleester	Gina Adams
Pam Dancy	Robert Bacon
Joe Penfield	Billy Toomer
Margaret Bachman	Carol Parker
Gail Bass Durbin	Stephanie Bass

Call to order.

Mayor Bass called the meeting to order at 6:00 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation was led by City Manager, Tim Kelty. Pledge was led by Mayor Bass.

CITIZENS' COMMENTS:

Mr. Kelty announced there is a break to a major transmission from BWA that feeds all the member cities. He said BWA expects to have the repair by 9:30 this evening. He said the pressure did drop below TCEQ required 20 pounds/psi. BWA issued a boil water notice. However, prior to the pressure dropping the City stopped taking water from BWA and are taking from stored supplies. We need everyone to conserve water, and we should remain sufficient. If we have to issue a boil notice, we will notify citizens through our Everbridge Service and social media.

Mayor Bass announced he has consulted with Legal Counsel, and the Comments from the public will be limited to a total of 4 minutes for each citizen for the entire meeting.

George Matamoros said he wants to comment on the harassment and hostile behavior by Jeff Pena, towards City Employee Betty Wells. Mr. Matamoros said he was present when Jeff Pena made the harassing comments, to Ms. Wells on November 7, 2022. The comments she stated in her complaint letter is what I witnessed. He said what he heard from Jeff was appalling and does in his opinion constitute hostility. Mr. Matamoros commented on Mr. Muraira witnessing this and apologizing to Ms. Wells for Jeff.

Robert Bacon spoke of his concern of the lack of communication for the road construction on 10th Street. He said he would like to be notified if their temporary driveways will be removed. He said he should not have to park his truck elsewhere.

Pam Dancy thanked the PD for the Christmas for the kids and she enjoyed the door decorations. She spoke of the last City Council meeting. She said Councilman Brimage owes the City over \$200,000. She said everyone needs to apologize to one another. Ms. Dancy said Mr. Olson owes her and council an apology for his funnies and intimidating her.

Jeff Pena said don't read the local gossip feed from the Facts newspaper, instead come to the meetings or watch the live on Facebook. He said he was elected to do a job and council cannot do this if we have no accountability at City Hall. He said don't be fooled Freeport, tonight's meeting with the censures is about one thing. He spoke of the water issues, and the sewer problems. He said in his everyday walk of life, he does not intend to hurt anyone. He said this means he did not intend to offend Ms. Wells. He cannot allow these smear campaigns to go unchecked without the truth.

Karla Clark passed out information to council about the water going into Surfside. She said it has been this way for a few months. She said there is a lot of leaking going on. She asked who is responsible for this. She asked who will do the inspections, Mr. Kelty said it is a Surfside project. She said her next issue is the posting for the Special Election, she said the date is wrong, it should be Wednesday February

8th for early voting to begin, but the website, says Monday February 8. She says this needs to be fixed. She spoke of the calendar on the website, and said the dates for council are incorrect.

Manning Rollerson said he elected Jeff Pena. He also spoke of the Juneteenth Holiday and a City Council meeting being held. He said this is all embarrassing. He said this agenda is just throwing rocks at each other. Mr. Rollerson talked about a leak which he called about on January 3, 2023 for which the fire department never showed up. He said both Chiefs lied to him. He spoke of everyone lying and backstabbing. He said he is suing the City for violations of the Civil Rights Act.

Sam Reyna said when this City Council was first elected he thought it was a solid body that would offer sound advice, and offer good ideas on infrastructure and economic problems. He spoke of the bad decisions that have been made and he feels most of the bad decisions are by the City Manager. He spoke of the population and businesses that have been lost in the City. Mr. Reyna said the Building Official and Waste Disposal have been the largest part of the problem. Mr. Reyna spoke on the Special Meeting agenda for the possible censure on Mayor Bass, Councilman Cain, Mr. Kelty and Betty Wells. Mr. Reyna told Councilmen Muraira and Pena, "Ms. Betty Wells is a keeper, she stays". "She is not going anywhere".

Desiree Pearson spoke of her concern for political signs being placed in the ROW.

Tom Pearson thanked Mr. Kelty and Lance Petty for taking care of the view obstruction on Ave A and Brazosport Blvd. He said it looks good.

Mark Parker, Bridge Harbor said to council, you took office because you believed in yourself and this City. Mr. Parker commented on Chris with the Fire Department, he said he has done an absolute fantastic job. He hopes the thing with the golf course goes forward. He said there are a lot of good things here, and there has been a lot of things being done in the City. He said Ms. Wells, great job. There needs to be some positivity. He said all these allegations need to be dropped and move on.

Melanie Oldham said she has been watching the Facebook Live. She spoke of all the negativity going on, and how the positive has been clouded. She said she has been so disrespected by Councilman Pena. She said, he has attacked her on social media. She said he called her ignorant, and said she is a failed politician, and that she should never serve on a board again. Ms. Oldham said, Betty is a good woman and she appreciates her coming forward. She spoke of the EDC Administrator Kaytee Ellis, and a phone conversation with Mr. Pena, Ms. Oldham said I have never heard such language.

Cathy Ezell, Finance Director read a letter to Mayor Bass, dated July 2022. The letter outlined the disappointment and concern from City staff regarding the behavior of Councilman Pena and the negative comments being posted on social media, and how it makes staff's job of serving the public more difficult. She said Councilman Pena continues to direct City Staff which is a violation of the City Charter. She said Councilmen Pena and Muraira continue to pressure staff to do things which are not in accordance with City Policies.

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

Presentation for the possible Special Bond Election to be held on May 6, 2023.

City Manager Tim Kelty, presented to council the possible Special Bond Election to be held on May 6, 2023. He said about a year and half ago during the Strategic Planning meeting, a councilman brought up the idea, of reconstructing the clubhouse at the Freeport Golf Course. Council approved the preliminary

architectural design developed. Mr. Kelty showed the plans of the possible clubhouse. Mr. Kelty said the architectural estimate for the clubhouse and the cart barn project is \$3,084,155. He said Jonathan Frells is our Bond Counsel, and Financial advisor is Chase Eastland, with Masterson Advisors. Mr. Kelty said with these cost estimates, the approximate cost to the city residents per household, will be \$29.00 a year.

Mayor Bass said, if this is approved it will be out for the residents of Freeport to vote on? Mr. Kelty said yes.

Mr. Dybala spoke of anticipated revenue. Mayor Bass asked if we could possibly reduce the scope of work? Mr. Dybala said yes.

There was a lengthy discussion by council.

Mr. Kelty asked for direction from Council.

Councilman Muraira said he opposes the bond.

Councilman Pena said he did not care for the current design and asked if we could consider different design. He said Council would need to see that before considering the bond.

Councilman Cain asked if we are able to get another drawing? Mr. Kelty said yes, we will work on it.

CONSENT AGENDA

Consideration and possible action on the approval of City Council meeting minutes from January 9, 2023.

Consideration and possible action approving the road closures for the Mardi Gras event on February 18, 2023 12:00 PM-5:00 PM Downtown.

A motion was made to approve the consent agenda item #2, City Council meeting minutes from January 9, 2023 by Councilman Cain, seconded by Councilman Muraira. With all present voting "Aye" 4-0 council unanimously approved the City Council meeting minutes from January 9, 2023.

COUNCIL REGULAR AGENDA

Consideration and possible action approving the road closures for the Mardi Gras event on February 18, 2023 12:00 PM-5:00 PM Downtown.

Assistant City Manager, Lance Petty spoke to council of the road closure time for the Mardi Gras event on February 18, 2023. The road closure downtown will be from 9 AM-6 PM, and for the parade from 11:30 AM-12:30 PM. The event will be from 12 PM- 5PM.

A motion was made by Councilman Cain to amend and approve the road closure time for the Mardi Gras event on February 18, 2023, the road closure will be from 9 AM-6 PM downtown and for the parade from 11:30 AM to 12:30 PM. Seconded by Councilman Muraira. With all present voting "Aye" 4-0 council unanimously approved the road closure.

Public Hearing: Public Hearing on Consideration and Possible Action on Ordinance 2022-2682, Amending the City of Freeport Zoning Ordinance by amending Section 155.901(E)(3) EFFECT OF DESTRUCTION to except residential structures permitted in the Downtown District from this provision.

Mayor Bass opened the Public Hearing at 7:12 PM

City Manager Tim Kelty presented to council Ordinance 2022-2682, Amending the City of Freeport Zoning Ordinance by amending Section 155.901(E)(3) EFFECT OF DESTRUCTION to except existing residential structures permitted in the Downtown District from this provision. He said one issue related to the discussion of downtown residential use that has been discussed over the last couple months is of reconstruction of existing residential downtown if destroyed. The ordinance proposed will protect those properties if this happens. Notice has been sent to all the property owners this may affect, as well as being published in the newspaper.

Joe Penfield said there are two separate issues. One is an economic development issue, and planning issues. He said this issue here, is a moral issue. He said I think we all agree, it is not right to force anyone out of their home. He said this corrects an unjust zoning.

Mayor Bass closed the Public Hearing at 7:16 PM

A motion was made by Councilman Cain to approve Ordinance 2022-2682, Amending the City of Freeport Zoning Ordinance by amending Section 155.901(E)(3) EFFECT OF DESTRUCTION to except residential structures permitted in the Downtown District from this provision. Seconded by Councilman Muraira. With all present voting "Aye" 4-0 council unanimously approved Ordinance No. 2022-2682.

Public Hearing: Public Hearing on a request for Replat of God's Grace Subdivision Comprised of Lots 1,2,3,4 & 5 Formerly a Called 14.7385 Acre Tract Being a Part of Tracts 36,37,38, 39 & 40 of the San Bernard Syndicate Subdivision N and being that same tract a Recorded in County Clerk's File No. 2022-019935 of The Brazoria County Official Records in the Thomas B. Bell Survey Abstract 41 City of Freeport (ETJ) Brazoria County, Texas.

Mayor Bass opened the Public Hearing at 7:16 PM

Building Official Kacey Roman presented to council a replat of God's Grace Subdivision Comprised of Lots 1,2,3,4 & 5 Formerly a Called 14.7385 Acre Tract Being a Part of Tracts 36,37,38, 39 & 40 of the San Bernard Syndicate Subdivision N and being that same tract a Recorded in County Clerk's File No. 2022-019935 of The Brazoria County Official Records in the Thomas B. Bell Survey Abstract 41 City of Freeport (ETJ) Brazoria County, Texas. Ms. Roman said this was presented to Planning and Zoning and they approved this replat.

Mayor Bass closed the Public Hearing at 7:18 PM

A motion was made by Councilman Muraira, to approve a replat of God's Grace Subdivision Comprised of Lots 1,2,3,4 & 5 Formerly a Called 14.7385 Acre Tract Being a Part of Tracts 36,37,38, 39 & 40 of the San Bernard Syndicate Subdivision N and being that same tract a Recorded in County Clerk's File No. 2022-019935 of The Brazoria County Official Records in the Thomas B. Bell Survey Abstract 41 City of Freeport (ETJ) Brazoria County, Texas. Seconded by Councilman Cain. With all present voting "Aye" 4-0 council unanimously approved replat of God's Grace Subdivision.

Public Hearing: Public Hearing Request for replat of Seaside Estates of Follett's Island TX a 10 Lot Subdivision of 25.979 Acres Composed of Tracts 5 through 11 of the unrecorded Subdivision of 70.15 acres conveyed to Nelms Development LLC in County Clerk's File 2021061111 of the Brazoria County Official Records situated in the Stephen F. Austin Peninsula League Abstract 29 City of Freeport Brazoria County, Texas

Mayor Bass opened the Public Hearing at 7:18 PM.

Building Official Kacey Roman presented to council a replat of Seaside Estates of Follett's Island TX a 10 Lot Subdivision of 25.979 Acres Composed of Tracts 5 through 11 of the unrecorded Subdivision of 70.15 acres conveyed to Nelms Development LLC in County Clerk's File 2021061111 of the Brazoria County Official Records situated in the Stephen F. Austin Peninsula League Abstract 29 City of Freeport Brazoria County, Texas. She said this was presented to Planning and Zoning, and they approved the replat.

Mayor Bass closed the Public Hearing at 7:19.

A motion was made by Councilman Cain to approve a replat of Seaside Estates of Follett's Island TX a 10 Lot Subdivision of 25.979 Acres Composed of Tracts 5 through 11 of the unrecorded Subdivision of 70.15 acres conveyed to Nelms Development LLC in County Clerk's File 2021061111 of the Brazoria County Official Records situated in the Stephen F. Austin Peninsula League Abstract 29 City of Freeport Brazoria County, Texas. Seconded by Councilman Pena. With discussion that followed.

Councilman Muraira asked if there is an action needed on these items? Mr. Olson said this is fine to go ahead and approve and we will place in Consent on the next agenda for approval as an action item.

Mayor Bass called the motion, with all present voting "Aye" 4-0 council unanimously approved replat of Seaside Estates of Follett's Island TX.

Consideration and possible action approving the Joint Contract with Brazoria County Elections for the Special Election for Ward D on February 25, 2023.

City Manager Tim Kelty presented to council the possible action approving the Joint Contract with Brazoria County Elections for the Special Election for Ward D on February 2023. Staff recommends the approval of this contract, it will cost about \$15,000 and an additional \$15,000 if a run-off election if one is needed.

A motion was made to approve Joint Contract with Brazoria County Elections for the Special Election for Ward D on February 2023 by Councilman Cain. Seconded by Councilman Pena. With all present voting "Aye" 4-0 council unanimously approved the Joint Contract with Brazoria County Elections for the Special Election for Ward D on February 2023.

Consideration and possible action regarding the report of Charter Review Commission recommendations to place items on Charter Review Election Ordinance.

City Attorney, David Olson, presented to council possible action regarding the report of Charter Review Commission recommendations to place items on Charter Review Election Ordinance. He said the Commission has already made their recommendations, and council has weighed in on what they want. He said he will prepare a Special Election ordinance, this will outline all the charter review provisions and all the sections this will affect. Mr. Olson said it will be presented to the Charter Commission one more time. And will be brought back to Council and you will have a chance to consider.

Mr. Kelty said the individual items are listed as originally proposed. The redline Charter prepared by David Olson has been posted on our website and was sent out to Council.

There was discussion on the miles that the Police and Fire Chiefs should live. There was discussion on the compensation offered to new Directors, and the Police Chief and Fire Chief for Freeport residency. Mr. Olson said he would recommend this be a policy for a new hire, offering incentives to live in the City. Councilman Muraira said he would like the mileage to be 20 miles from the City.

No action was taken on this item.

Consideration and possible action approving Resolution No. 2022-2770 for Censure on Councilman for a complaint asserting a hostile workplace regarding comments made by a Councilman to a city employee.

City Attorney explained that this is Resolution of Censure. The individual councilman is not allowed to vote on matters that are against them when it involves their own official conduct. He said this is in the Charter, Section 3. 10.

Councilman Cain said his consideration is to pass Resolution No. 2022-2770. Councilman Cain said in the last meeting Councilman Muraira made a comment that he felt this could have been taken care of in house. Councilman Cain said he too, wishes this would have been handled in house. Councilman Cain said the opportunity had been given and time has been there for a resolution, between the two parties. And nothing has come of it. So, in my opinion, this is the only course of action we can take.

A motion was made by Councilman Cain to approve Resolution No. 2022-2770 for Censure on Councilman for a complaint asserting a hostile workplace regarding comments made by a Councilman to a city employee, Seconded by Mayor Bass. With discussion that followed.

Councilman Muraira said we are now in 2023, we should have left this in the past. We could have left the negativity in the past. Councilman Muraira said, I understand that Ms. Wells and Councilman Pena had an issue, but we should have resolved this in Executive Council. He said we could have done a better job. We still have time, but we will go through the vote. He said he just hopes and prays good times will come, and this will all end soon. He said when you leave tonight, don't think of what has happened.

Karla Clark 411 Sailfish said the censure she believes can be applied to everyone. It has gone on for three meetings, and it is only getting worse. As Councilmen Muraira and Cain have said it needs to go away. She said we need to move on and work as one group. There are things that need to be done in order to make Ms. Wells feel like she is valued and respected. She said the council cannot continue, for the citizens sake with this ongoing battle among yourselves.

Mayor Bass said he has thought about this for quite a while. This is nothing that he takes lightly. He said, he looked at the law, looked at the facts. He said he has gone back and reviewed the video. He said he has reviewed the minutes. He said he reviewed the original video from November 7, 2022, as well as the video from December 19. This is about a sitting elected official and their conduct and their communication to an employee. Mayor Bass asked if it occurred? The video says it did. We heard Ms. Wells give her statement, and she wrote a formal statement. We heard Councilman Pena with his rebuttal, and his questions to Ms. Wells. He said there were three words he never heard from Councilman Pena, "I am sorry". Mayor Bass said he thinks this would have gone a long way. Mayor Bass said, he heard, that he himself was responsible, that Mr. Kelty was responsible, and he heard that Betty was responsible. Mayor Bass said he finds it interesting that after this was filed, there is a Special Meeting called for additional censures. I like to think that if Councilman Pena had gone forward to Ms. Wells and apologized we wouldn't be here. He said this is a complaint that was written and filed, and I believe is ultimately true. I think it is exacerbated by an additional censure motion filed by Councilmen Muraira and Pena against the victim, Ms. Wells. They are trying to censure the person that made an outcry, that

stood up and said this is not right. This is embarrassing for the City of Freeport in a number of ways and I don't like where we are. The contempt that Councilman Pena expressed that night was not valued, showed no respect. Therefore, I stand in support of this censure resolution.

Councilman Pena responded to the motion saying I always try to choose my words wisely, and everyone, including me, is allowed to defend themselves. He said please don't misconstrue defending myself, or trying to fight for what is right, as me being the bad guy. I never intended to hurt anyone. I did not mean to offend Ms. Wells. As I said in the last meeting, and I say again "this is simply a smear campaign". It is a legal threat that was communicated to council by Mr. Kelty and Mr. Bass. The matters in the Special Meeting are fact, and many other issues will be coming forward that are censure worthy, and factual. Councilman Pena said he wanted to make a motion tonight, to censure himself. I wanted to censure myself tonight for believing that Mayor Bass stood for truth, for thinking that this body would act prudently, to understanding our legal counsel would give the proper guidance on this. He said the long and short of it is, this is simply a smear campaign. Councilman Pena said that Mayor Bass and Mr. Kelty said, this is a hostile workplace issue. He said it never met the legal definition of "hostile workplace". That requires discrimination. He said that Mayor Bass said I used multiple explicit bad words. Councilman Pena said, I have heard Mayor Bass use more bad words in Executive Session, without violating Executive Session to say what those words were. Councilman Pena said I do not like the false high ground, the false self-righteousness. It is hypocritical. I did call Ms. Betty a liar, because she did lie. He said the lie was this, she said that I asked for my packets to be the way they were. But nobody in their right mind would ask for their packets to be repeatedly missing documents. Councilman Pena said, here is the other kicker, in the last meeting I went through other violations, of insubordination that Ms. Wells had undertaken with request by council. He said Mayor Bass actually had to reprimand Betty, to remind that she has to respond to the request. He said the previous City Attorney had to remind Ms. Wells, and other staff what their role was. He said even the new Legal Counsel had to remind her what her job was as the City Secretary, but as a City Official. Councilman Pena said I am sorry that we got here. I'm not sure that if there's going to be any legal ramifications, but if there are not, and we can commit to all of that, and the City is not at risk, I am willing to have a private conversation with Ms. Wells. That's between Ms. Wells and I. He said there will be other censures coming up, and they are not politically driven. He said this has actually been just the flood gate. He said if we are not here to hold City Hall accountable, then why are we here? He said I know we can do better.

Councilman Pena said he would like to make a motion, to censure himself, because he thought we could do better.

Councilman Pena said he would like to make the second motion, because the motion has already been made. This is just political gamesmanship at its finest.

Councilman Pena said, "I have no further comment and I'll call the question".

Mayor Bass said in regard to your motion, it is not on the agenda, but you are certainly able to do so if you have a co-sponsor to put on the next agenda.

Mayor Bass asked Mr. Olson about the comments made by Councilman Pena, in regards to a hostile work environment. He asked if it qualifies under this? And asked that he please give some kind of a definition.

Mr. Olson said there is overlap between hostile work environment and discrimination claims. He said they are unique causes of action, different elements. Mayor Bass referenced the meeting minutes, that were passed unanimously.

Mayor Bass called the motion for a vote. With a 2-1 vote Resolution No. 2022-2770 for Censure on Councilman for a complaint asserting a hostile workplace regarding comments made by a Councilman to a city employee, the motion passed. Councilman Muraira voted “Nay”.

Councilman Pena voted “Nay” but he is unable to vote per the Charter 3.10. He asked that the Charter be read. He said this is a grandstand moment. Mayor Bass read the Charter 3.10. Mayor Bass said we are not making up rules, this is what 3.10 of the Charter says.

WORK SESSION:

Update on reports / concerns from Department heads

CLOSED SESSION:

Adjourn

On a motion by Councilman Cain, seconded by Councilman Muraira, with 3-1 vote, Mayor Bass adjourned the meeting at 8:00 P.M. Councilman Pena voted “Ney”

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, January 9, 2023 at 8:11 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council:

- Mayor Brooks Bass
- Councilman Jeff Pena
- Councilman Jerry Cain
- Councilman Mario Muraira

Staff:

- Tim Kelty, City Manager
- Lance Petty, Assistant City Manager/PWD
- Betty Wells, City Secretary
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- Brian Dybala, Golf Course Director

Visitors:

George Matamoros	Karla Clark
Sam Reyna	Joe Penfield
Pam Dancy	Bob Casale
Shonda Marshall	Desiree Pearson
Tom Pearson	Ben Kelty
Alma Kelty	Kent Holle (Facts)
Manning Rollerson	Karla Clark
GiGi Canard	Melanie Oldham
Mark Parker	Ron Bachman
Con McCleester	Sam Reyna
Diane McCleester	Gina Adams
Pam Dancy	Robert Bacon
Joe Penfield	Billy Toomer
Margaret Bachman	Carol Parker
Gail Bass Durbin	Stephanie Bass

Call to order.

Mayor Bass called the meeting to order at 8:11 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE:

CITIZENS' COMMENTS:

Pam Dancy said she was not trying to make light of the binder. She thinks apologies need to be made from everyone. She said she has no problems with Ms. Wells, she has always been very polite, and has always taken care of everything I have asked for. She said if we are going to be fair, nothing was ever done with Garivey and the Rec Center employee. She spoke of how Mr. Brimage spoke to her. She said she stands for fair and balance. Ms. Dancy apologized to Ms. Wells for being put through all this, she said it is a shame.

Karla Clark spoke of the action for all of council as a whole. She said it is embarrassing. She said the comment made to Councilman Muraira, by Mayor Bass was very demeaning. She said this was very upsetting to her. Very unprofessional. She said it was uncalled for, this needs to end here tonight. She said we need to work for the betterment of Freeport.

Manning Rollerson said, "Ms. Betty, you don't deserve this". He said you are a female, and it was wrong. He said to the council you are responsible for the fever that is in this city. He said this is a political hit job, Councilman Muraira mentioned it on social media. He said if you want to censure someone, you need to censure everyone on the council. He said this city is a laughing stock of the county, and it is embarrassing.

Joe Penfield said what is past, is past. Mr. Penfield said there are two separate issues here. He said there is the issue of Jeff Pena's behavior, which was already voted on. And there are all these censures on four people sitting up here. He said it is obvious to him that this is a blatant attempt to distract from Mr. Pena's behavior. Mr. Penfield said he and Jeff are friends, and he agrees with a lot of stuff Jeff says about the city, but the fact is; what he did was against an employee. He said heated conversations between council, that's what government is all about. You guys are equals, and he doesn't feel this rises to a censure, no matter how heated the conversation gets. He said there is no purpose for the censure among the four of you. Other than it distracts from what Jeff did and his censure. Mr. Penfield said he agrees, a simple "I am sorry" would have been enough. He said he does not think this has any merit. He said as far as censuring Ms. Wells, it is ridiculous.

Gail Bass Durbin said she is the sister to Mayor Bass. She said her parents are Mr. and Mrs. Ogdon Bass long time residents of the City of Freeport. She said the Bass's love the town of Freeport. She said Mayor Bass serves the community with his time and his money, and most importantly, his heart. She said their dad taught them that any job worth doing, is worth doing well. And their mom taught to give without any expectation of self-gain. She said it grieves her to hear and read of her brother's integrity being impugned without regard to the facts and the requirements he is bound to by law. She said he is a man of solid moral character. She takes strong umbrage with those who seek to divert our community from the truth and besmirch the reputation of Freeport, and Brook's character for their own agenda.

COUNCIL REGULAR AGENDA

Mayor Bass said there are four censures filed. One against Mayor Bass, one against Councilman Cain, one against Mr. Keltly and one against Betty Wells. He said these were brought by Councilman Pena and co-sponsored by Councilman Muraira. Mayor Bass asked Mr. Olson if he had any legal comments in regards to item number four.

Mr. Olson said this gives him heartburn. He said the censure filed is against the City Secretary, Betty Wells. He said this is a City Manager form of Government. Mr. Olson said it was brought to his attention that Betty Wells was not hired by Council, but actually hired by the City Manager. According to the Charter, City Council does not have any authority to censure or discipline a city employee other than the City Manager. Mayor Bass asked, are you saying we can or cannot proceed on item number four? Mr. Olson said you should not legally proceed, because the Charter precludes you from interfering with the administrative issues and you don't have any authority to discipline the City Secretary, as a council.

Councilman Pena read the agenda item number four, saying it is consideration and possible action for censure of City Secretary Betty Wells for abusing her position as City Secretary in the City Official capacity, not the administrative capacity. He said the City Secretary is a City Official. Councilman Pena asked if we are looking at the term "City Official" loosely now? Mr. Olson said his concern is that, she as the City Secretary, is a City Official, but she reports to the City Manager, not the City Council.

Mayor Bass asked Councilman Muraira, if he is still on board for item number four based on the City Attorney's opinion? Councilman Muraira said yes, but actually more inclined to the City Attorney's advice, but we can discuss it. Mayor Bass asked if he withdrew his response in placing item number four on the agenda? Councilman Muraira said no.

Consideration and possible action approving a Resolution for Censure on Mayor Bass for a complaint that the Mayor made an inappropriate, demeaning, and disrespectful personal attack and insult toward Councilman Muraira.

Mayor Pro Tem Cain, presented Resolution No. 2023-2774 for Censure on Mayor Bass for a complaint that the Mayor made an inappropriate, demeaning, and disrespectful personal attack and insult toward Councilman Muraira.

A motion was made by Councilman Pena to approve Resolution No. 2023-2774 for Censure on Mayor Bass for a complaint that the Mayor made an inappropriate, demeaning, and disrespectful personal attack and insult toward Councilman Muraira. Councilman Pena read the full Resolution No. 2023-2774. Seconded by Councilman Muraira. With discussion that followed.

Councilman Muraira said regarding the comment "I cannot vote for the levee, because I do not understand", I do take that personal. He said I have actually reported this kind of behavior to HR in the past when I worked in construction. He said, I really took this personal. He said he received calls concerning that language. Councilman Muraira said he thinks we need to grow up.

Councilman Pena said he thinks the resolution speaks for itself, but he said that the insults to Councilman Muraira intelligence and judgment, because the Mayor does not agree with the way Councilman Muraira votes. Councilman Pena said he thinks its pretty irresponsible, and does not help what is already a very toxic environment.

Mayor Bass apologized to Councilman Muraira. He said ladies and gentlemen of the audience, if I offended you by my verbiage or by my passion when we get in heated discussions, I apologize to you

too. Because this is truly not my intent. I get frustrated, and I apologize. Councilman Muraira, I apologize. Councilman Pena, I demeaned your sensibilities, I apologize to you too. I am sorry.

Mayor Pro Tem Cain, called the motion for a vote. With a 2-1 vote for Resolution No. 2023-2774 for Censure on Mayor Bass for a complaint that the Mayor made an inappropriate, demeaning, and disrespectful personal attack and insult toward Councilman Muraira, the motion passed. Mayor Pro Tem Cain, voted “Nay”. Councilmen Pena and Muraira voted “Aye” Mayor Bass was recused from the vote.

Consideration and possible action approving Resolution for Censure on Councilman Cain for a complaint that Councilman Cain made an offensive, inappropriate, and discriminatory comment about the hired consultant's physical disability while making a presentation at the council meeting.

A motion was made by Councilman Pena to approve Resolution No. 2023-2775 for Censure on Councilman Cain for a complaint that Councilman Cain made an offensive, inappropriate, and discriminatory comment about the hired consultant's physical disability while making a presentation at the council meeting. Councilman Pena read the full Resolution No. 2023-2775. Seconded by Councilman Muraira. With discussion that followed.

Mayor Bass asked Councilman Muraira if he heard the conversation Councilman Cain was being censured for? Councilman Muraira said no sir. Mayor Bass asked Councilman Muraira if he feels he can adequately vote upon that, without having known that particular conversation? Councilman Muraira said yes sir.

Councilman Pena said it is actually on the video. Mayor Bass said he did not hear this conversation. But I just question the depths we are going to in your road to revenge. Councilman Pena said this is not revenge. Mayor Bass said I cannot vote for this because I did not hear it.

Councilman Cain said it is his opinion, based on Councilman Pena’s own admission, that the censures are premeditated. And politically motivated retaliation. Due to the censure towards Councilman Pena. He said I have to be true to myself. If I said or did something that offended somebody, it is my obligation to apologize. Councilman Cain said, “Councilman Pena, I apologize for my actions that offended you.” It was not or never would be my intention. Councilman Cain said anyone sitting out here watching, or anyone on Facebook, if I have done something that has offended you, please accept my apologies.

Mayor Bass, called the motion for a vote. With a 2-1 vote for a complaint that Resolution No. 2023-2775, for Censure on Councilman Cain for a complaint that Councilman Cain made an offensive, inappropriate, and discriminatory comment about the hired consultant's physical disability while making a presentation at the council meeting, the motion passed. Mayor Bass, voted “Nay” Councilmen Pena and Muraira voted “Aye”. Councilman Cain was recused from the vote.

Consideration and possible action approving a Resolution No. 2023-2776 for Censure on City Manager Tim Kelty for admitting that he instructed City Secretary Betty Wells to put her allegation of “Hostile Workplace” on the agenda, and further instructed and approved of her using the specific legal term of “Hostile Workplace”. Such actions are clearly in the personal benefit of a legal claim by Betty Wells against the interest of the City of Freeport without regard to the financial and legal risk to the City.

A motion was made by Councilman Pena to approve Resolution No. 2023-2776 for Censure on City Manager Tim Kelty for admitting that he instructed City Secretary Betty Wells to put her allegation of “Hostile Workplace” on the agenda, and further instructed and approved of her using the specific legal term of “Hostile Workplace”. Such actions are clearly in the personal benefit of a legal claim by Betty

Wells against the interest of the City of Freeport without regard to the financial and legal risk to the City. Councilman Pena read the full Resolution No. 2023-2776. Seconded by Councilman Muraira. With discussion that followed.

Councilman Pena said, I think the resolution already explains itself. He said it was very clear that it was communicated that there was a potential legal claim here, so while that is basically hanging over the heads of council as a potential lawsuit, I found it completely irresponsible that the City Manager would help facilitate any potential lawsuit against the city. We are now going into debate what hostile workplace is, it is my position that risk alone by Mr. Kelty, in this particular case, it is grounds for censure.

Councilman Muraira said he had no comment.

Mayor Bass said there is a statement that keeps being brought up by Councilman Pena, about the hostile workplace. Mayor Bass said, ladies and gentlemen, if you look at the letter of complaint that was filed by Ms. Wells, against Councilman Pena. It was her language. We did not invent it. We didn't bring it up. Nobody made anything up. Mayor Bass said that, Mr. Olson has no problem with the way it was worded on the agenda. Mayor Bass said this is from legal. Mayor Bass said we wanted to keep it in Executive Session. Mayor Bass said therefore I would stand in an opposition to this censure, as being retaliatory, in nature. He said I do recall a comment it said, "if y'all file a censure against me, I will file one against all of y'all". Councilman Cain said the comment was "I'm coming after all of y'all".

City Manager, Tim Kelty said the allegations are false. Mr. Kelty said I never directed Ms. Wells to put the language on the agenda. I put it on myself after it was reviewed and approved the City Attorney. The Language came directly from the employee's complaint. Legal support for the language indicates there is no more legal jeopardy against the City, than that which was created by Councilman's initial and continued actions. Mr. Kelty said that the professional code of ethics he holds high, precludes him from taking any action as City Manager with the intention to politically target a Councilmember. He said failing to bring this to the City Council for consideration and action would have placed the City in greater legal jeopardy.

Mayor Bass, called the motion for a vote. With a 2-2 vote to approve Resolution No. 2023-2776 for Censure on City Manager Tim Kelty for admitting that he instructed City Secretary Betty Wells to put her allegation of "Hostile Workplace" on the agenda, and further instructed and approved of her using the specific legal term of "Hostile Workplace". Such actions are clearly in the personal benefit of a legal claim by Betty Wells against the interest of the City of Freeport without regard to the financial and legal risk to the City, the motion failed to pass. Mayor Bass, voted "Nay". Councilman Cain voted "Nay". Councilmen Pena and Muraira voted "Aye".

Consideration and possible action approving a Resolution for Censure of City Secretary Betty Wells for abusing her position as City Secretary and as a City Official, to enhance her legal claim against the city alleging a "Hostile Workplace" and further made false and misleading statements about her claim in open session of the meeting of December 19, 2022.

Mayor Bass asked if it was still the intent by Councilman Pena to proceed with this particular item, even based upon legal statements?

Councilman Pena said he would like additional clarification. City Attorney Mr. Olson said, a good way to look at this is, the City Secretary is absolutely a City Official. However, City Officials, in this case, the City Secretary, which does not fall under City Council, it falls under the City Manager's umbrella of

review. It is really not appropriate as per the Charter, to act on any disciplinary action against an employee, that you don't directly hire or fire.

Mayor Bass asked Councilmen Pena and Muraira if it is still their intent, to move forward with this particular item?

Councilman Pena said he is not sure, if Mr. Olson is stipulating that it is in fact legally moot point. Mr. Olson said, it essentially is. Mr. Olson said as far as y'all having any authority, it could be nothing but detrimental. A censure would be included as a disciplinary action, against a City Employee that falls directly under the City Manager. Mr. Olson said y'all are prohibited from interfering, as per the Charter.

Councilman Pena said, if that's the case, then there is no methodology for censure for the City Secretary. Mr. Olson said censure of a city employee is through the City Manager's office as per the Charter. Councilman Pena said what he is hearing we can't hold City Staff accountable, but the City Manager holds the City Staff accountable.

A motion was made by Councilman Pena that we need accountability. Mayor Bass said you cannot make this motion because it is not on the agenda.

Councilman Pena said, I saw the Mayor show a sense of humility to apologize, and then I saw Councilman Cain also show a sense of humility to apologize. Councilman Pena said, so I'll do the same. Ms. Wells, I am sorry if I offended you. And the citizens of Freeport too, and your friends, and family. He said, we're going to have some rigorous debates here. And we're going to have some very serious disagreements. He said I take this position very seriously. Councilman Pena said, with that said, I will just withdraw the motion if Councilman Muraira wants to as well.

Councilman Muraira said that's great by me.

Mayor Bass asked Councilman Pena if he is wanting to table or withdraw the motion. Councilman Pena said withdraw. Mayor Bass asked Councilman Muraira the same. He said yeah, withdraw it.

The agenda item was withdrawn

Adjourn

On a motion by Councilman Pena, seconded by Councilman Cain, with 4-0 vote, Mayor Bass adjourned the meeting.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 4

Title: Discuss and consider changing the date of the second meeting in February due to the President's Day Holiday.

Date: January 23, 2023.

From: Betty Wells, City Secretary

Staff Recommendation: Staff recommends rescheduling the second regular City Council Meeting in February, from Monday February 20, 2023 to Tuesday February 21, 2023, due to the President's Day Holiday.

Item Summary:

The second regular meeting falls on Monday February 20, 2023, and City Offices are closed and regular meetings suspended.

It is recommended that the meeting be rescheduled to Tuesday February 21, 2023 at 6 p.m.

Background Information: None

Special Considerations: None

Financial Impact: None

Board or 3rd Party recommendation: None

Supporting Documentation: None



City Council Agenda Item # 5

Title: Consideration and possible action regarding request for replat of God's Grace Subdivision comprised of lots 1,2,3,4 & 5 formerly a called 14.7385-acre tract being a part of tracts 36,37,38, 39 & 40 of the San Bernard Syndicate Subdivision and being that same tract as recorded in County Clerk's File No. 2022-019935 of the Brazoria county official records in the Thomas B. Bell Survey Abstract 41 City of Freeport (ETJ) Brazoria County, Texas

Date: January 23, 2023

From: Kacey Roman, Director of Building and Code

Staff Recommendation:

Recommendation to approve ratification of the replat which was approved at the January 9,2023 City Council Meeting.

Item Summary:

This property is located in the City of Freeport's ETJ in Churchill, at the corner of County Road 819 and County Road 819A.

Background Information:

The purpose of the replat is to divide 14.73 Acre Tract into 5 individual residential lots. The smallest lot will be 2.73 acres, and the other 4 lots will be 3 acres each.

The owner on record at the Brazoria County Appraisal District is Eliza Lara of Clute, Texas.

Special Considerations:

A public hearing for this replat was conducted on January 9th and it was approved at this meeting. This item was re-agenda for ratification to comply with open meetings requirements

Financial Impact:

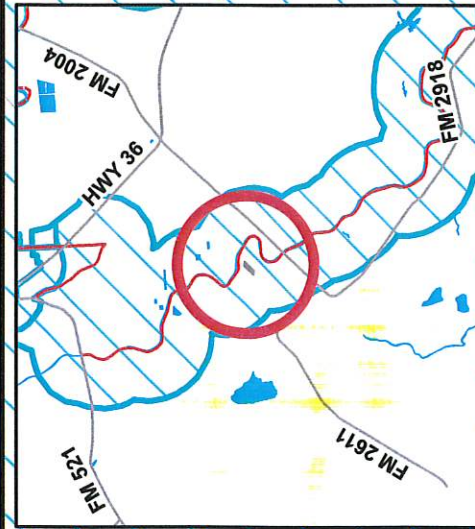
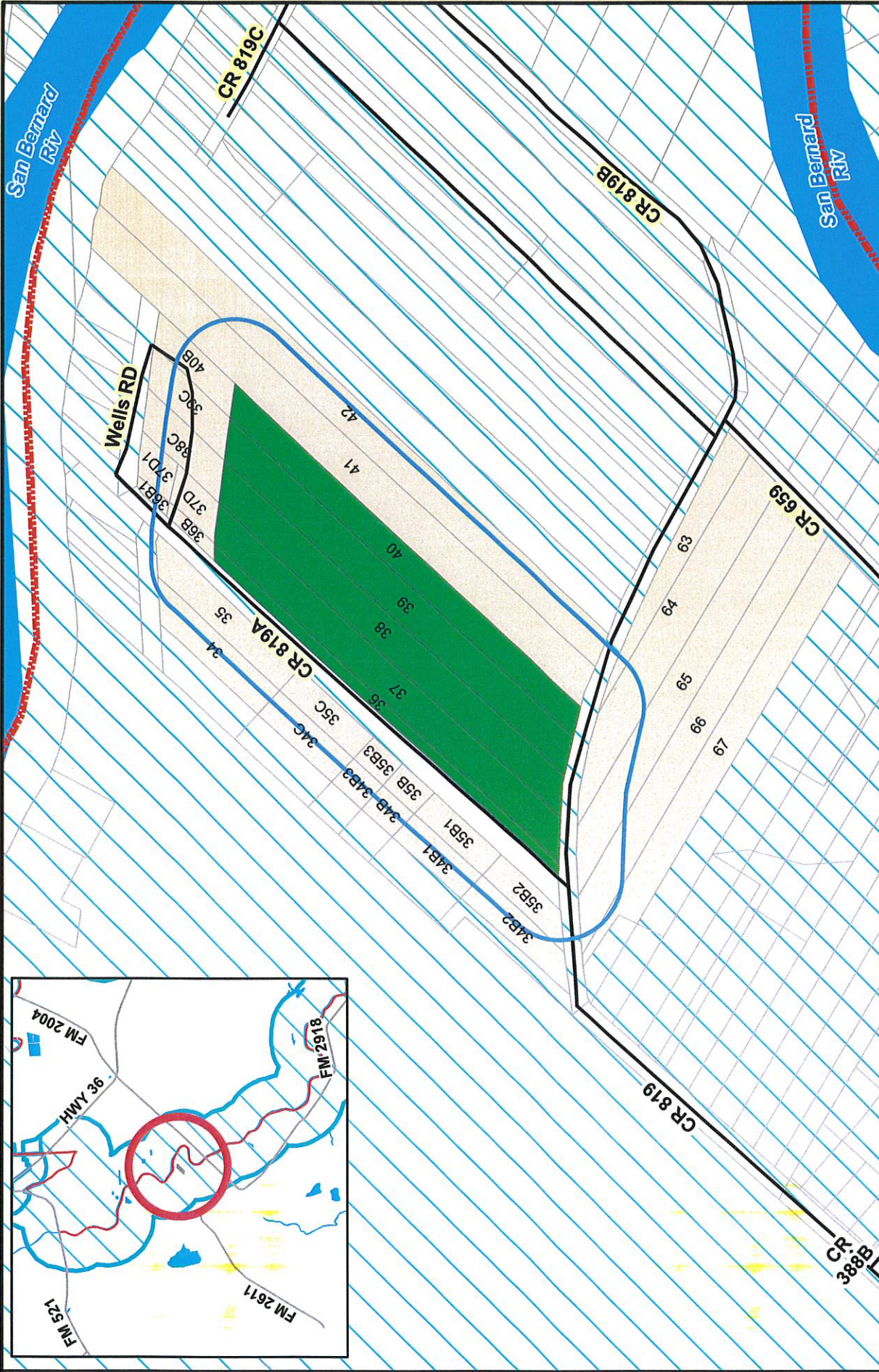
n/a

Board or 3rd Party recommendation:

The Planning and Zoning Commission has voted to approve this replat request.

Supporting Documentation:

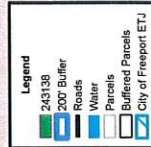
See attached.



Author: Laura Cramer
 Document Path: S:\GIS Data\243138 200ft
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Replat Property Location Map

Property ID: 243138





City Council Agenda Item # 6

Title: Consideration and possible action regarding request for replat of Seaside Estates of Follett's Island TX a 10 lot subdivision of 25.979 acres composed of tracts 5 through 11 of the unrecorded subdivision of 70.15 acres conveyed to Nelms Development LLC in county clerk's file 2021061111 of the Brazoria County official records situated in the Stephen F Austin Peninsula League Abstract 29 City of Freeport Brazoria County, Texas.

Date: January 23, 2023

From: Kacey Roman, Director of Building and Code

Staff Recommendation:

Recommendation to approve ratification of the replat which was approved at the January 9, 2023 City Council Meeting.

Item Summary:

This property is located in the City of Freeport's ETJ, approximately one mile east of Surfside on CR 257.

Background Information:

The purpose of the replat is to divide the property into 10 lots for construction of single-family homes. The owners on record at the Brazoria County Appraisal District are Nelms Development LLC of Lake Jackson, Texas.

Special Considerations:

A public hearing for this replat was conducted on January 9th and it was approved at this meeting. This item was re-agenda for ratification to comply with open meetings requirements

Financial Impact:

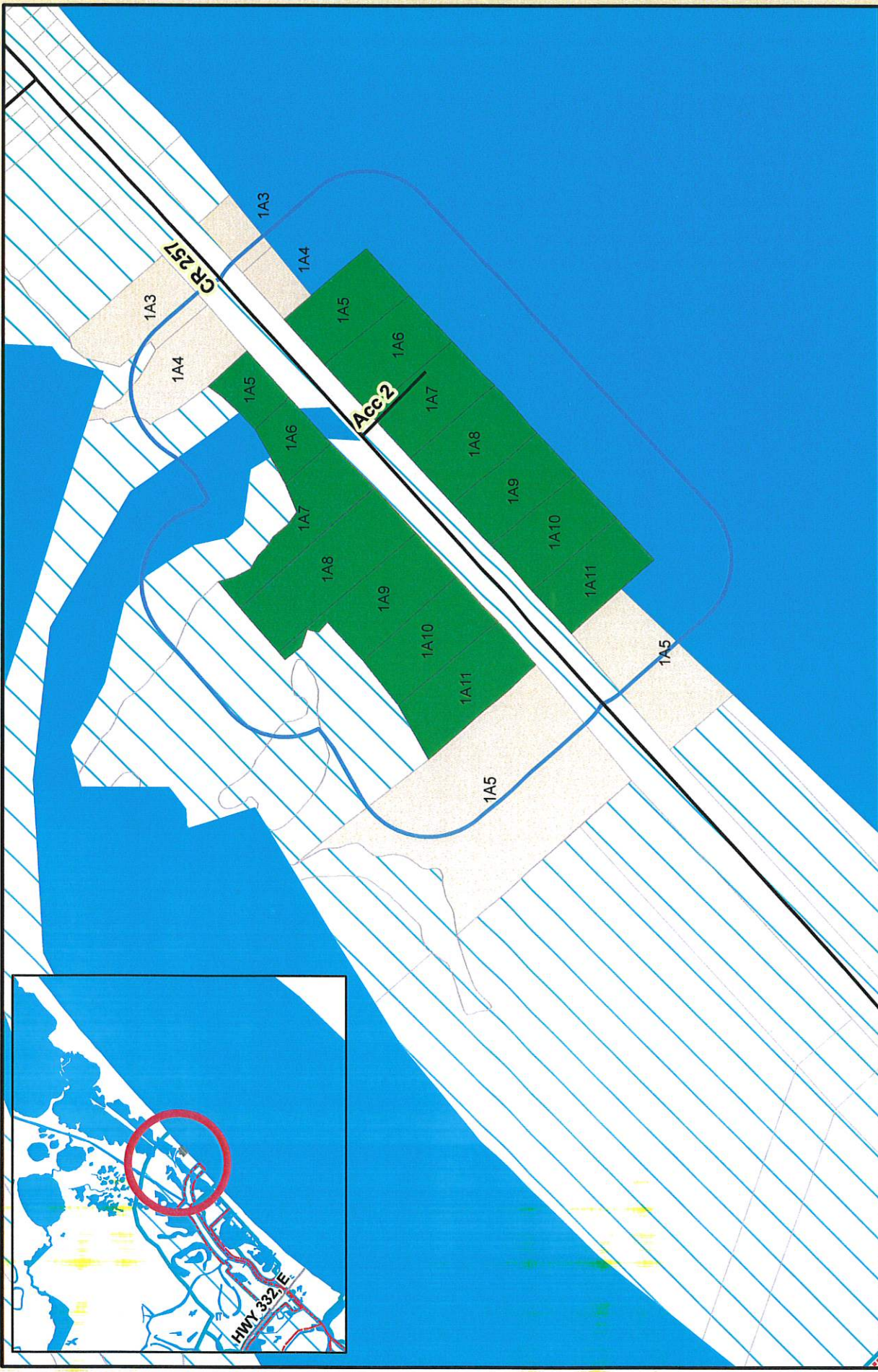
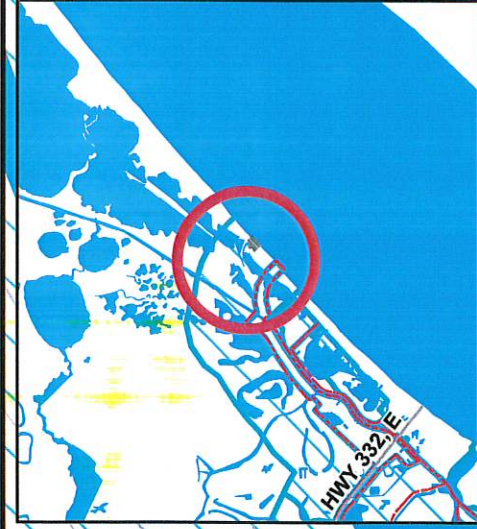
n/a

Board or 3rd Party recommendation:

The Planning and Zoning Commission has voted to approve this replat request.

Supporting Documentation:

See attached.



Legend

- Roads
- 151648 151649 151650 151651
- 151652 151653 151654
- 200' Buffer
- Water
- Parcels
- Buffered Parcels
- City of Freeport ETJ

Replat Property Location Map

Property ID: 151648 151649 151650
151651 151652 151653 151644

0 50 100 200 300 400 500 Feet

Author: Laura Cramer
Document Path: S:\GIS Data\151648 151649 151650 151651 151652 151653

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City Council Agenda Item # 7

Title: Consider approving an amendment to the agreement between Brazoria County and the City of Freeport to receive funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14,218; Grant Number B-21-UC48-005.

Date: January 23, 2023

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approving the amendment to the agreement between Brazoria County and the City of Freeport for CDBG Number B-21-UC48-005.

Item Summary:

The timeline for the completion of the replacement of approximately 1,800 linear feet of 10" PVC sanitary sewer by pipe bursting and rehabilitation 6 brick/concrete manholes along Avenue H from Yellowstone to Sweeny Road is being extended from December 31, 2022 to February 28, 2023.

Background Information:

The City received a CDBG Grant in the amount of \$220,000 in October 2021. The funds are being used to continue the sewer line replacement in the City to help with inflow and infiltration. This project has been under construction and is scheduled to be completed in February 2023.

Special Considerations: N/A

Financial Impact:

N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Agreement
Admendment

**AMENDMENT TO PUBLIC FACILITIES AGREEMENT
BETWEEN BRAZORIA COUNTY
AND
CITY OF FREEPORT
(2021 Freeport Sewer Improvements)**

WHEREAS on January 10, 2023 the Brazoria County Commissioner's Court at its regular Commissioner's Court meeting approved an amendment to the Public Facilities Agreement between "City of Freeport" and "Brazoria County" as follows:

Page 1, Section VI - Grant Amount, shall be amended to read as follows:

Services of the Subrecipient shall start on the 1st day of October, 2021 and end on the 28th day of February, 2023. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

Complete environmental review	3 months
Complete engineering proposals and award contract	1 month
Complete engineering design and contract documents	2 months
Advertise bids and award construction contract	1 month
Conduct preconstruction conference and issue Notice to Proceed	1 month
Complete construction	8 months
Final inspection & completion of Certificate of Const. Completion	<u>1 month</u>
Total:	<u>17 months</u>

By executing their signature, the following parties hereby approve the amendments set out above.

APPROVED FOR SUBRECIPIENT:

By: _____

Date: _____

APPROVED FOR GRANTEE:

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

Date: _____

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

THIS AGREEMENT, entered this 1st day of October, 2021 by and between Brazoria County (herein called the "Grantee") and City of Freeport (herein called the "Subrecipient").

WHEREAS, the Grantee has applied for and received funds from the United States Government under Title I of the Housing and Community Development Act of 1974, Public Law 93-383; Entitlement Grant CFDA 14.218; Grant Number B-21-UC-48-0005; and

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

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

I. SCOPE OF SERVICE

The Subrecipient will be responsible for administering a public infrastructure program in a manner satisfactory to the Grantee and consistent with any standards required as a condition of providing these funds. Such program will include the following activities approved under the 2020 Community Development Block Grant (CDBG) Program Action Plan:

FREEPORT SEWER IMPROVEMENTS - The City of Freeport will replace approximately 1,800 linear feet of 10" PVC sanitary sewer by pipe bursting and rehabilitate 6 brick/concrete manholes along Ave H from Yellowstone Street to Sweeny Road.

II. NATIONAL OBJECTIVES

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

III. GOALS AND PERFORMANCE MEASURES

The Subrecipient will assist a public facility with approximately 75 people, of which 81.3% are low- and moderate-income persons, with improved suitable living environment by providing availability/accessibility through sanitary sewer improvements.

IV. TIME OF PERFORMANCE

Services of the Subrecipient shall start on the 1st day of October, 2021 and end on the 31st day of December, 2022. The term of this Agreement and the provisions therein shall be extended to cover any additional time period during which the Subrecipient remains in control of CDBG funds or other CDBG assets, including program income. The milestones for the proposed project shall be as follows:

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

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

V. PERFORMANCE MONITORING

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

VI. GRANT AMOUNT

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

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

VII. BUDGET

<u>Line Item</u>	<u>Amount</u>
Wastewater Improvements	220,000.00
Total	<u>\$220,000.00</u>

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

VIII. PAYMENT

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

IX. NOTICES

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

Grantee

L. M. "Matt" Sebesta, Jr., County Judge
Brazoria County
Brazoria County Courthouse
111 E. Locust, Suite 102A
Angleton, Texas 77515

Subrecipient

Brooks Bass, Mayor
City of Freeport
200 W. Second Street
Freeport, Texas 77541

X. SPECIAL CONDITIONS

A. Water and/or Sewer Facilities Planning or Construction

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

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

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

XI. GENERAL CONDITIONS

A. General Compliance

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

B. Independent Contractor

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

C. Hold Harmless

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

D. Workers' Compensation Insurance

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

E. Insurance & Bonding

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

F. Grantor Recognition

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

G. Amendments

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

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

H. Suspension or Termination

The Grantee may suspend this agreement, in whole or in part, if the Subrecipient materially fails to comply with any term of this agreement, or with any of the rules, regulations or provisions referred to herein and referenced in 2 CFR 200.338. The Grantee may also declare the Subrecipient ineligible for any further participation in the Grantee's Agreements, in addition to other remedies as provided by law. In the event there is probable cause to believe the Subrecipient is in noncompliance with any applicable rules or regulations, the Grantee may withhold said Agreement funds until such time as the Subrecipient is found to be in compliance by the Grantee, or is otherwise adjudicated to be in compliance.

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

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

XII. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

1. Accounting Standards

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

2. Cost Principles

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

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

B. Documentation and Record-Keeping

1. Records to be Maintained

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

- a. Records providing a full description of each activity undertaken;
- b. Records demonstrating that each activity undertaken meets one of the National Objectives of the CDBG program;
- c. Records determining the eligibility of activities or services;
- d. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with CDBG assistance;

- e. Records documenting compliance with the fair housing and equal opportunity components of the CDBG program;
- f. Financial records as required by 24 CFR Part 570.502, and 2 CFR 200; and
- g. Other records necessary to document compliance with Subpart K of 24 CFR 570.

2. Retention

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

3. Beneficiary Data

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

4. Property Records

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

5. Close-outs

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

6. Audits & Inspections

All Subrecipient records with respect to any matters covered by this agreement shall be made available to the Grantee, Grantor agency, their designees or the Federal Government, at any time during normal business hours, as often as the Grantee or Grantor agency deems necessary, to audit, examine, and make transcripts or copies of all relevant data. Any deficiencies noted in audit reports must be fully cleared by the Subrecipient within thirty (30) days after receipt by the Subrecipient. Failure of the Subrecipient to comply with the above audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments. The Subrecipient hereby agrees to have an annual agency audit if required by Federal law or regulation to be conducted in

accordance with current Grantee policy concerning Subrecipient audits and, as applicable, 2 CFR 200.500, Subpart F, Audit Requirements.

C. Additional Requirements

1. Program Income

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

2. Indirect Costs

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

3. Payment Procedures

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

4. Travel

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

5. Progress Reports

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

D. Procurement of Materials, Property or Services

1. Compliance

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

2. Procurement and Property Management Standards

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

3. Use and Reversion of Assets:

The use and disposition of real property and equipment under this agreement shall be in compliance with the requirements of 2 CFR 200, Subpart D, Property Standards and 24 CFR 570, Subpart J, Grant Administration. Specific requirements include 2 CFR 200.311, 2 CFR 200.313, 2 CFR 200.314, 24 CFR 570.502, 24 CFR 570.503, 24 CFR 570.504 and 24 CFR 570.505, as applicable, which include but are not limited to the following:

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

unless Subrecipient continues to carry out the same Program for which said property, supplies, and equipment was acquired or the Subrecipient shall compensate Brazoria County for CDBG's share in compliance with 2 CFR 200.313(e), 2 CFR 200.314 and 24 CFR 570.502(a)(6).

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

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

XIV. PERSONNEL & PARTICIPANT CONDITIONS

A. Civil Rights

1. Compliance

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

2. Nondiscrimination

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

3. Land Covenants

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

4. Section 504

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

B. Affirmative Action

1. Approved Plan

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

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

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

3. Access to Records

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

4. Notifications

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

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

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

6. Subcontract Provisions

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

C. Employment Restrictions

1. Prohibited Activity

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

2. Labor Standards

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

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

3. Section 3

A. Compliance

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

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

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

B. Notifications

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

C. Subcontracts

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

D. Conduct

1. Assignability

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

2. Subcontracts

a. Approvals

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

b. Monitoring

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

c. Content

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

d. Selection Process

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

3. Hatch Act

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

4. Conflict of Interest

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

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

5. Lobbying

The Subrecipient hereby certifies that:

- a. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, and officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of any Federal Agreement, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement;
- b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
- c. It will require that the language of paragraph (d) below regarding the certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly:

d. Lobbying Certification – (paragraph d)

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

6. Copyright

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

7. Religious Organization

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

XV. ENVIRONMENTAL CONDITIONS

A. Air and Water

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

1. Clean Air Act, 42 U.S.C., 7401, *et seq.*
2. Federal Water Pollution Control Act, as amended, 33 U.S.C. 1314, *et seq.*, as amended, 1318 relating to inspection, monitoring, entry, reports, and information, as well as other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.
3. Environmental Protection Agency (EPA) regulations pursuant to 40 C.F.R., Part 50, as amended.

B. Flood Disaster Protection

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

C. Lead-Based Paint

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

D. Historic Preservation

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

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

XVI. SEVERABILITY

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

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

FOR SUBRECIPIENT:

By: _____

Brooks Bass

FOR GRANTEE:

By: _____

L. M. "Matt" Sebesta, Jr.

Title: Mayor

Title: County Judge

Date: _____

October 18, 2021

Date: _____

10/21/21



City Council Agenda Item # 8

Title: Consideration and possible action approving the Joint Election Agreement and Contract for Election Services with Brazoria County and the City of Freeport.

Date: January 23, 2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends approving the Joint Election Agreement and Contract for Election Services with Brazoria County.

Item Summary:

This agreement allows Brazoria County to manage our election for the Ward A and C races and Charter provisions in the upcoming election, including generating electronic ballots and absentee ballots, operating polling places. The Freeport Library will continue as the location for Early and election-day voting.

Background Information:

The City of Freeport annually partners with Brazoria County for elections. and this is a re-adoption of previous agreements, changing the dates and races.

Special Considerations

None

Financial Impact:

The rate sheet for the election is attached.

Board or 3rd Party recommendation:

None

Supporting Documentation:

Contract

Rate sheet

Notice of Early Voting at Branch Polling Places, Vote Center Polling Place.

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 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 MAY 6, 2023. Political Subdivision and 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 and 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 provided in this Agreement. Political Subdivision agrees to pay 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 actions 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 be responsible for the preparation, adoption, and publication of 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. With reference to publications, the County Clerk will publish the "Notice of Test of Automatic Tabulating Equipment" and the "Notice of Election." If a Political Subdivision is holding any type of Special Election, the Political Subdivision may have to publish their own "Notice of Election" in order to meet additional requirements. Please advise the County Clerk's Elections Office if the Political Subdivision must publish a separate notice so the Political Subdivision's notice is not included in the Notice published by the County Clerk.

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 will be listed as Attachment "A". In the event a voting location is not available, the Elections Department will arrange for use of 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 as 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 stating the political subdivision's polling place name(s) and address(s) in effect for the election described in Attachment "A". Any changes in voting location from those that were 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 be responsible for the appointment of the presiding judge and alternate judge for each polling location in accordance with Chapter 32 of the Texas Election Code. In the event an emergency appointment is necessary, 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, Political Subdivision agrees to assist in recruiting polling place officials who are bilingual (fluent in both 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, and 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 arrange for 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 sum of \$25.00 for picking up the election supplies prior to Election Day and for 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 same.

It is agreed by all Parties 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 needed to enable the election judges in the voting locations that have more than one ballot style to conduct a proper election. If special maps are needed for a particular Political Subdivision, the County Clerk Election Department will order the maps and pass that charge on to that particular Political Subdivision.

Political Subdivision shall furnish the County Clerk a list of candidates and/or propositions showing the order and the exact manner in which the candidate names and/or 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 ALSO 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 ballot positions have been determined by each of the participating authorities. Each participating authority shall be responsible for proofreading and approving the ballot insofar as it pertains to that authority's candidates and/or 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 cost.

VII. EARLY VOTING

The Parties agree to conduct joint early voting and to appoint the County Clerk as the Early Voting Clerk in accordance with 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 County Clerk Elections Department shall, upon request, provide the Political Subdivision a copy of the early voting report on a daily basis and a cumulative final early voting report following the election.

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. The Presiding Judge, with the assistance of the County Clerk Elections Department, 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 of this agreement.

The participating authorities hereby, in accordance with Section 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:	Tamara Reynolds
Alternate Presiding Judge:	Dottie Cornett

The County Clerk Elections Department will prepare the unofficial canvass reports after all precincts have been counted, and 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 submit all Cities' precinct by precinct returns to the Texas Secretary of State's Office electronically.

The County Clerk Elections Department shall post all election night results to 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. Allocation of costs, unless specifically stated otherwise, is mutually agreed to be shared. The County participates in "Vote Centers," therefor all political subdivisions can vote at any location.

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

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

Political Subdivision contracting for 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 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, as well as to 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 at an alternate facility used for storage of county records. The County Clerk Elections Department shall ensure that the records are maintained in an orderly manner so that the records are clearly 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 which 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 cost of the recount depends on the size of the election and number of precincts to be recounted.

XIV. MISCELLANEOUS PROVISIONS

1. It is understood that to the extent space is available, that 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/or 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 is acting 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 of 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 any 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 of this agreement shall be of no effect unless in writing and signed by all parties hereto.
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 of the payments contemplated by this Agreement fairly compensate the performing Party.
15. **Termination.** At any time and for any reason, either Party may terminate this Agreement by providing thirty (30) 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 that either the Political Subdivision or County 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 to County a deposit of \$2,000.00. This deposit shall be paid to County within 10 business days after the final candidate filing deadline. The final candidate filing deadline is February 17, 2023. Therefore, Deposit is due by March 3, 2023. The exact amount of the Political Subdivision's obligation under the terms of this Agreement shall be calculated after the May 6, 2023, election; and if the amount of the Political Subdivision's obligation exceeds the amount deposited, the Political Subdivision shall pay to County the balance **due within thirty (30) 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, County shall refund to the Political Subdivision the excess amount paid within thirty (30) days after 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 _____, 2023 been executed on behalf of the County Clerk by the County Clerk pursuant to the Texas Election Code;

(2) On the _____ day of _____, 2023 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 12days of voting.

OTHER CHARGES

Programming (increase 2023)	\$ 450.00
Tabulating.....	\$150.00
Equipment Delivery and Pickup	
Truck Rental (per delivery location)	\$25.00
Labor (Per delivery location)	\$75.00
Supply tubs EV-ED (see attached list for contents)	\$75.00
Mail Ballots will be billed per entity kits including postageDomestic...\$1.74...Overseas...\$2.36	
Publications charged based on % of registered voters.....	
Ballot Paper size 8.5 x 11.....	18 cents per sheet
Ballot Paper size 8.5 x 14.....	24 cents per sheet

Workers-Judges	\$14.00 per hour -Overtime rate \$21.00 per hour
Clerks	\$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 1000 registered voters, charges will be the minimum of \$2000.00 for Election Day.

EARLY VOTING (increase 2023)

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 May Elections and the staff gets paid overtime. Since we charge for programming and tabulations that money goes towards the employee's overtime. If we have more overtime than covered by a calculated programming and tabulation fees, we will add in the additional overtime 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.

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.

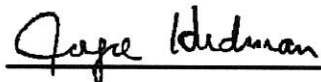
ATTACHMENT "B"
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

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 Jackson.....Lake Jackson Civic Center, 333 Hwy 332 East
ManvelNorth Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
SweenySweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 24-28.....8 AM – 5 PM
April 297 AM – 7 PM
May 1-27 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:

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West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

24-28 de abril.....8 AM – 5 PM
29 de abril7 AM – 7 PM
1-2 de mayo7 AM – 7 PM

Joye Ididman

Secretaria de la Votación Adelantada

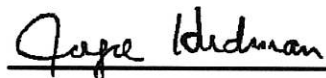
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FECHAS Y HORAS

24-28 de abril8 AM – 5 PM
29 de abril7 AM – 7 PM
1-2 de mayo7 AM – 7 PM

Jorge Hidalgo

Secretaría de la Votación Adelantada

City of Freeport
Capital Projects
As of December 31, 2022

Project	Project Status	Budget/Estimated Cost	Spent To Date	Remaining Budget
Fund 67 - 2021 CO Bond Fund				
Lift Station 3, 4, and 14 Rehabilitation	Pumps ordered - anticipated start date 11/14/22 completion 3/16/23	\$ 1,735,713.00	\$ 147,185.90	\$ 1,588,527.10
FM 1495 Water Line Relocation	AFA agreement signed. Contract awarded by TXDOT, local share remitted	395,476.84	396,202.84	(726.00)
Phase I SSOI Engineering	Underway	215,926.36	-	215,926.36
Sanitary Sewer Collection GLO Project	Kickoff 2/25/22- Env. Complete, Eng @90% Bids estimated for Nov or Dec.	59,316.26	-	59,316.26
Wastewater Treatment Plant Grant Match	Kickoff 2/25/22 - Eng. and Env. Review underway Bids estimated Mar. 2023	60,520.00	-	60,520.00
Avenue H Sewer Line Replacement Grant Match	All Pipe and connections installed. Pavement repair work underway	42,375.00	40,048.30	2,326.70
WWTP Improvements	Council Approved Task Authorization for Freese & Nichols engineering	1,928,630.00	-	1,928,630.00
Sewer Line Replacement SSOI	CCTV & Manhole inspections underway	562,042.54	-	562,042.54
	Total Fund 66 - 2021 CO Bond Fund	\$ 5,000,000.00	\$ 583,437.04	\$ 4,416,562.96
Fund 66 - 2020 CO Bond Fund				
Streets & Drainage Projects	Total Budget for Street Projects	\$ 6,375,000.00		
2019-2020 Asphalt Streets - County Interlocal carried over to 2021	Complete	\$ 206,053.24	\$ 206,053.24	\$ -
2020-2021 Asphalt Streets - County Interlocal	Complete	321,260.88	321,260.88	-
2020-2021 Water/Sewer Relocation - Asphalt Streets	Complete	230,704.84	230,704.84	-
2021-2022 Asphalt Streets - County Interlocal	Complete except Ave. F and alley were sewer is being replaced	382,973.00	283,928.16	99,044.84
2021-2022 alley Sewer Relocation - Asphalt Streets	Materials ordered expected completion in next couple of weeks	117,000.00	66,443.37	50,556.63
2022 Phase 1 Concrete Streets - Engineering	In Construction Phase	320,130.00	294,740.90	25,389.10
2022 Phase 1 Concrete Streets - Construction	All streets complete except 7th, 8th & 10th. Nearing Completion	2,381,309.43	1,923,149.59	458,159.84
2022-2023 Phase 2 Concrete Streets - Engineering	Complete Bid awarded Construction observation remaining	426,380.00	370,358.53	56,021.47
2022-2023 Phase 2 Concrete Streets - Construction	Contract awarded. Pre-Construction meeting will be 1st wk of Nov.	1,801,057.37	-	1,801,057.37
Velasco Pump Station Improvements	Complete	316,707.00	316,706.61	0.39
Heritage House Renovations	On Hold	375,000.00	-	375,000.00
City Hall Renovations	On Hold	998,000.00	90,312.69	907,687.31
	Total Funding Fund 66 - 2020 CO Bond Fund	\$ 7,876,575.76	\$ 4,103,658.81	\$ 3,772,916.95
Fund 14 - Streets & Drainage Funds				
Road Failure - Avenue D	Complete	\$ 49,000.00	\$ 49,000.00	\$ -
Asphalt Streets 2022-2023	List to be approved by City Council 12-19-22	446,041.00	-	446,041.00
Entry Road for Park	On hold	150,000.00	-	150,000.00
Streets & Drainage Project	Project to be determined	759,000.00	-	759,000.00
2022-2023 Phase 2 Concrete Streets - Construction	Contract awarded. Pre-Construction meeting will be 1st wk of Nov.	1,751,537.36	-	1,751,537.36
	Total Funding Fund 14 - Streets & Drainage Fund	\$ 3,155,578.36	\$ 49,000.00	\$ 3,106,578.36
Fund 21 - Facilities & Grounds CIP				
City Hall Renovations	New proposal being presented to council with reduced scope	\$ 750,000.00	\$ -	\$ 750,000.00

Museum Façade	On Hold	100,000.00	-	100,000.00
Temp. Modular Building	To be bid	426,095.00	-	426,095.00
Fire Station 1 Driveway	To be quoted	10,000.00	-	10,000.00
Prelim Architectural Study Station 1	Preliminary Architectural work has been authorized.	20,000.00	-	20,000.00
Radio Antenna Repairs - Fire	Repair has begun	11,665.00	5,057.17	6,607.83
Greens Resurfacing	To be bid	150,000.00	-	150,000.00
Cart Path Repair	Will begin soon	10,000.00	-	10,000.00
Prelim Architectural Study Club House - Golf	Will be presented to Council in the coming months.	30,000.00	-	30,000.00
Jail Facility Renovation	To be bid	115,000.00	-	115,000.00
Replacement of Main Electric Dist. Panel	To be quoted	20,000.00	-	20,000.00
Police Department Parking Lot Improvements	To be quoted	20,000.00	-	20,000.00
Landing Repairs	On hold pending public hearing	65,000.00	-	65,000.00
Service Center Exterior	Construction has begun	60,000.00	16,200.00	43,800.00
Riverplace Parking Lot Improvements	Complete	85,000.00	66,000.00	19,000.00
Velasco House Renovations	Construction has begun	70,000.00	28,885.00	41,115.00
Recreation Center Parking Lot Improvements	On hold	70,000.00	-	70,000.00
Library Window Replacement	Construction has begun	43,000.00	21,924.87	21,075.13
Museum Remodel	Construction has begun	17,000.00	4,500.00	12,500.00
Total Fund 21 - Facilities & Grounds CIP		\$ 2,072,760.00	\$ 142,567.04	\$ 1,930,192.96

Fund 22 - Vehicle & Equipment Replacement Fund

Replace 2 Ambulances	Ordered & Received Some Outfitting	\$ 600,000.00	\$ 118,167.90	\$ 481,832.10
Replace Fire Equipment - Grant Funds	Ordered	131,013.00	119,105.97	11,907.03
Equipping new reserve firefighters	To be quoted	12,000.00	-	12,000.00
SORT Unit Replacement	Grant funding be sought	400,000.00	-	400,000.00
Knox boxes and mounts	Ordered	15,000.00	-	15,000.00
Furnishings/Appliances Fire Station 2	To be quoted	30,000.00	-	30,000.00
Tee Mower - Golf	Completed	35,893.00	41,780.43	(5,887.43)
Fairway Mower - Golf	Completed	75,356.05	75,356.05	-
Replace two trucks - Building/Code	To be bid	80,000.00	-	80,000.00
Recreation Center Equipment	To be quoted	10,000.00	-	10,000.00
Vehicle Replacement - Police	Ordered	292,748.00	-	292,748.00
Generator - Police	Grant Has Been Awarded and Generator on Order	60,000.00	19,671.20	40,328.80
Body Camera Video Storage	To be quoted	16,000.00	-	16,000.00
One Ton Dump Truck	Completed	90,000.00	78,705.00	11,295.00
SCADA for Stormwater Pumps	To be bid	60,000.00	-	60,000.00
Zero Turn Mower	Completed	18,000.00	17,975.13	24.87
Generators	Have Applied for \$1,020,000 in Grants for 4 City Buildings & 3 Lift Stations	60,000.00	-	60,000.00
Total Fund 22 - Vehicle & Equipment Replacement		1,986,010.05	470,761.68	1,515,248.37

Fund 23 - Technology Fund

Server Replacement/Network Upgrade - Police	Equipment is in. Installation to begin	\$ 85,000.00	\$ 92,640.42	\$ (7,640.42)
Access Control Panel	Ordered	23,645.47	-	23,645.47
		\$ 108,645.47	\$ 92,640.42	\$ 16,005.05

Grant Funded Projects

CDBG MIT 2016 HUD - Sanitary Sewer Collection System SSOI	Kickoff 2/25/22- Env. Complete, Eng @90% Bids estimated for Nov or Dec.	\$	5,931,626.00	\$	438,461.52	\$	5,493,164.48
CDGB MIT Harvey - Wastewater Treatment Plant Improvements	Kickoff 2/25/22 - Eng. and Env. Review underway Bids estimated Mar. 2023		5,991,468.00		184,367.61		5,807,100.39
CDBG - Bar Screen Replacement	Complete		193,271.00		170,328.45		22,942.55
CDBG - Avenue H Sewer Line Replacement	All Pipe and connections installed. Pavement repair work underway		260,000.00		-		260,000.00
FEMA River Bank Erosion Project - Hurricane Harvey	Asked for an extension and Rescope. A new project manager has been assigned. Continuing to meet with TDEM and FEMA.		285,793.00		-		285,793.00
		\$	12,662,158.00	\$	793,157.58	\$	11,869,000.42

Other Projects

Incode Migration Project	Financial System, Utility Billing, and Court Complete. HR in progress.		208,000.00		63,878.25		144,121.75
		\$	208,000.00	\$	63,878.25	\$	144,121.75

Office of City Secretary Monthly Report December 2022

Public Information Request:

- 4 requests were received, and closed in the month of December.

Agenda's and Minutes Prepared:

- 3 City Council Agenda's, December 5, No Quorum. 2 sets of City Council Meeting Minutes
-

Webinar for continued training:

-

Texas Municipal Clerks Certification Program:

- Office Professionals.

Alcohol Invoices mailed out

There have been 25 alcohol permits issued.

Mobile Home Park Invoices mailed out.

There have been 1 mobile home park, and 2 RV park permits issued.

Community Development

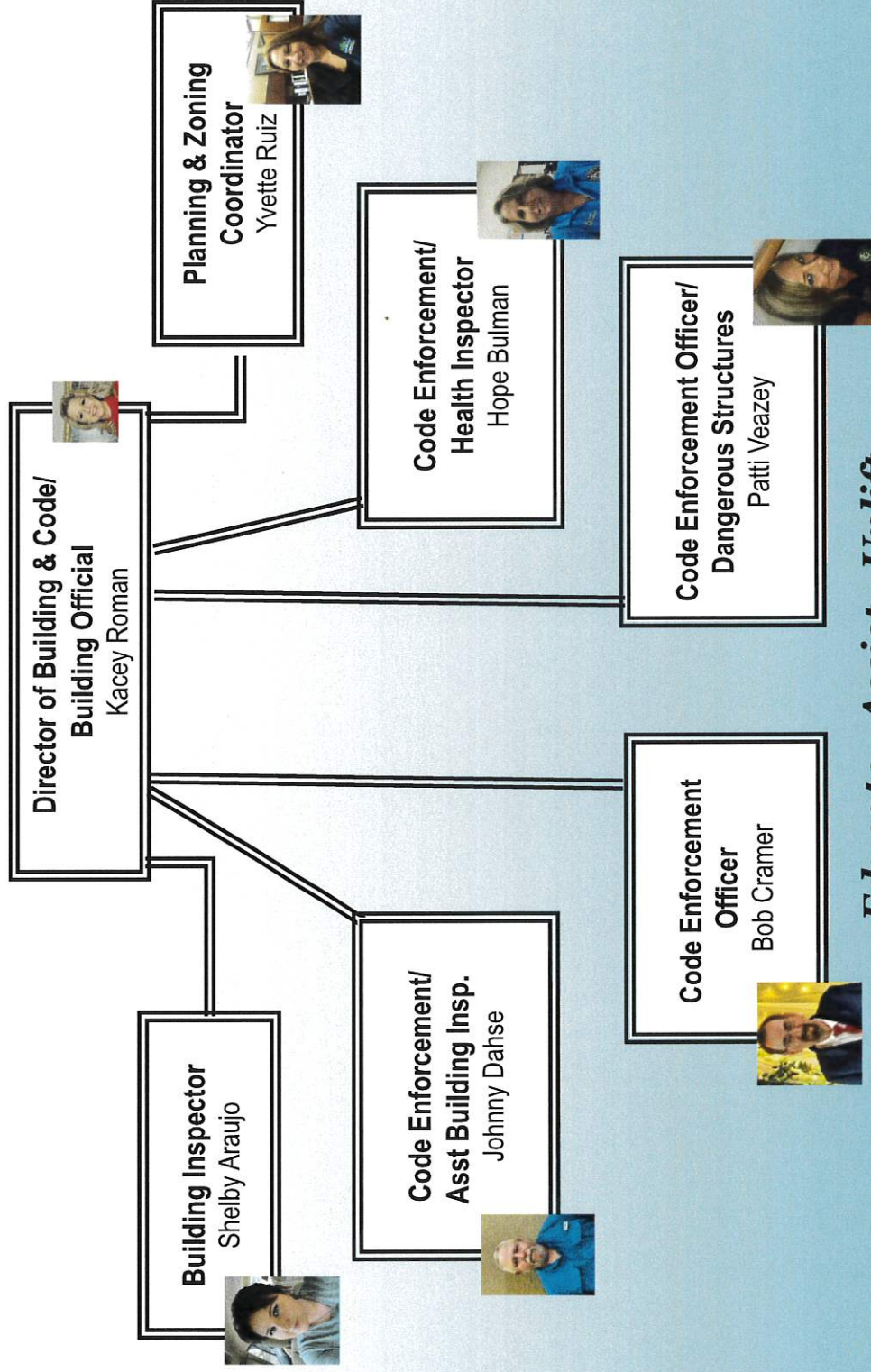


The Community Development Department is responsible for working with the citizens of Freeport and its development community, Boards and Commissions, and the elected officials while managing current and long-range planning, permitting and inspections, code enforcement and other activities in support of the City of Freeport. Our goal is to make our City a Healthy, Safe and Prosperous place to work and live.

Building Permits & Inspections
Health Permits & Inspections
Code Enforcement
Short Term Rental Inspections
Planning & Zoning
Board of Adjustments
Permit Desk Operations

Educate - Assist - Uplift

Community Development



Educate - Assist - Uplift

Business is Booming in Freeport!!

Permit Issuance and Revenue has *more than doubled* in one year!

	2020-2021	2021-2022	Percent Increase
	Permit Revenue	Permit Revenue	
Building Permits	\$119,662.02	\$182,008.84	52.10%
Electrical Permits	\$11,037.25	\$17,211.26	55.94%
Mechanical Permits	\$4,779.90	\$7,840.91	64.04%
Plumbing Permits	\$14,362.05	\$24,794.86	72.64%
	\$149,841.22	\$231,855.87	54.73%

Freeport in the Facts

The City of Freeport was featured in The Facts newspaper in 2 articles about the efforts of Code Enforcement with Dangerous Structure Abatement.

January 10, 2023 - OUR VIEWPOINT: Freeport cleanup overdue

January 7, 2023 - Freeport code enforcers pushing to rid city of dangerous structures

“All of these are positive developments for Freeport, which now is not a collection of vacant and rundown buildings but a city making progress in its long-talked-about mission of revitalization. While some might consider the city’s condemnation testament to government overreach, those living next to the unsightly and dangerous buildings are unlikely to be among them.

Freeport’s leaders might be best known for tearing down each other, but their decision to provide city staff with the resources to make it a more attractive, safer place to invest will allow it to move forward into a brighter future.”

by Michael Morris, managing editor of The Facts.

Cleaning Up Freeport

One Property at a Time!

Code Enforcement Officer Patti Veazey has facilitated the Demolition of **39 Dangerous Structures** in 2022. Great Work Patti!

Photos on the Following Pages....

Upcoming Demolitions



Network: Nov 17, 2022 at 2:16:34 PM CST
Local: Nov 17, 2022 at 2:16:34 PM CST
Location: N 28° 57' 36" 877" W 95° 21' 20" 812"
317 S Gulf Blvd
Freeport TX 77541
United States
Remark: 300 Blk Velasco & Gulf commercial building

Initial Inspection – 11/18/2021.

- This structure was wide open with vagrants going in and out of it.
- The City obtained an Administrative Search Warrant for inspection 11/31/2022.
- The building was declared a Dangerous Structure by the Building Official 11/31/2022.
- Building is in imminent danger of collapsing.
- Certified notices were delivered and signed for. All lienholders were notified. 11/17/2022.10/28/2022 and on 11/2/2022.

300 Blk of Velasco & Gulf - (Property ID 259750)

Upcoming Demolitions



**1002 W 6th
(back structure)**

Initial Inspection –
02/02/2021, and violation
Letter sent 02/03/2021.

This structure was wide open
with vagrants going in and out
of it..

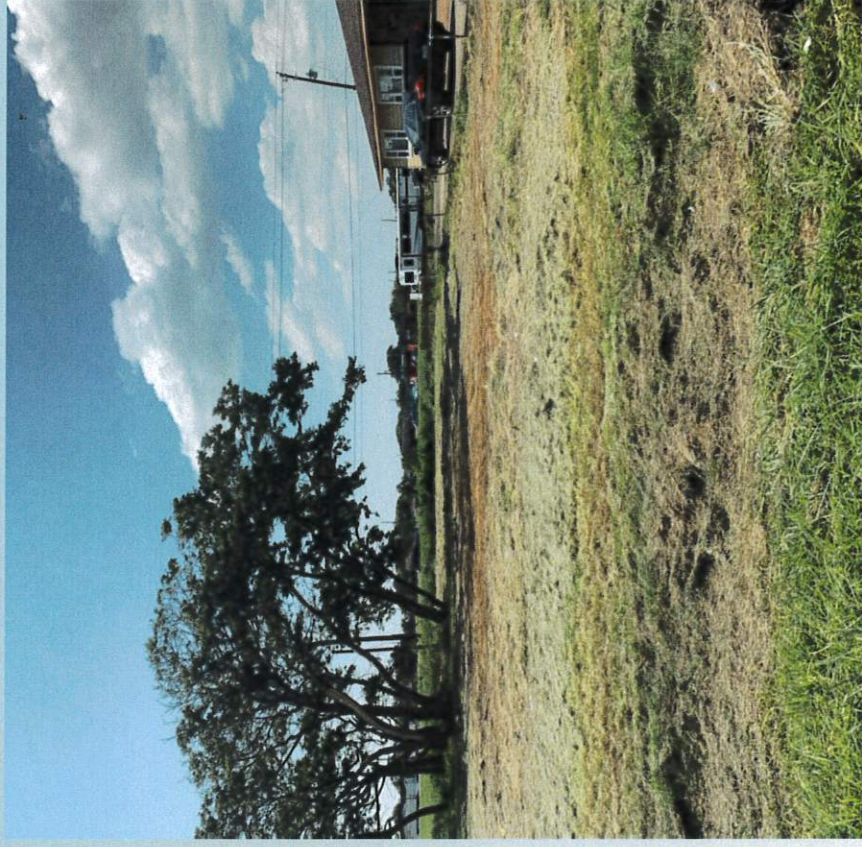
The City obtained an
Administrative Search Warrant
for inspection 7/05/2022.

The building was declared a
Dangerous Structure by the
Building Official 7/05/2022.

The notifications were certified
and also posted on the
structure.



519 S Ave F
City Demo
per BOA





1107 W 10th
Owner Demolished
per BOA



Network: Nov 9, 2022 at 12:13:18 PM CST
Local: Nov 9, 2022 at 12:13:18 PM GST
N 28° 56' 48.221" W 95° 21' 45.264"
1107 W Tenth St
Freeport TX 77541
United States

409 S Ave G



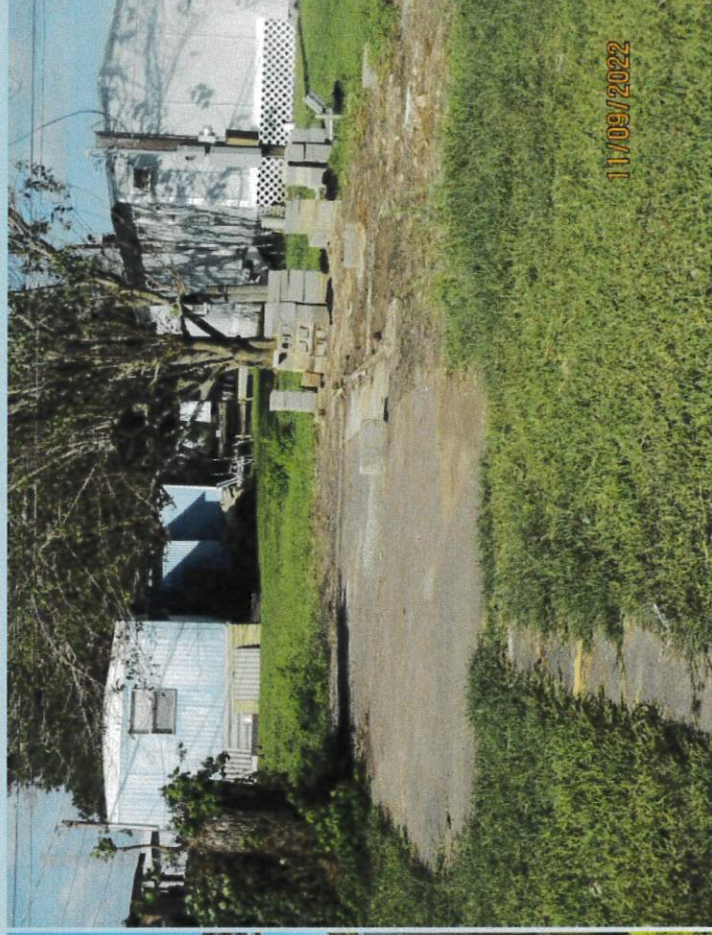
Before and After

The owner demolished the structure. This was after the City issued a notice to come in front of the BOA.

Code is still working with the owner to clean up the property.



Demolitions



2001 N. Brazosport Blvd #241

Demolitions



1322 W 7th

Demolitions



519 S Ave F

Demolitions



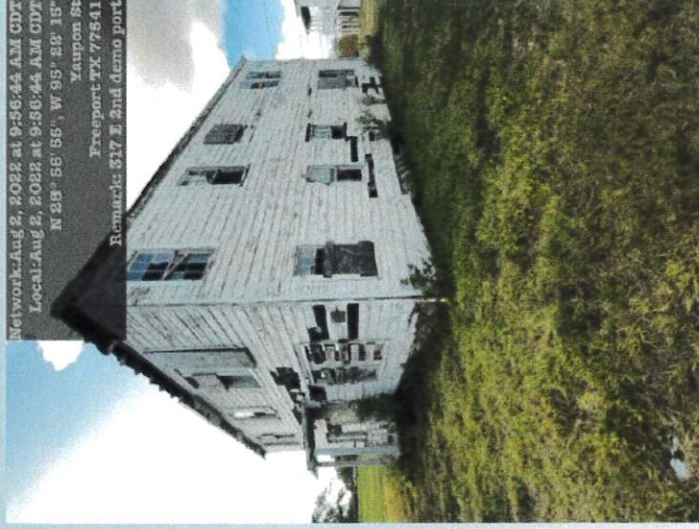
1107 W 10th

Demolitions



231 E. 2nd

Demolitions



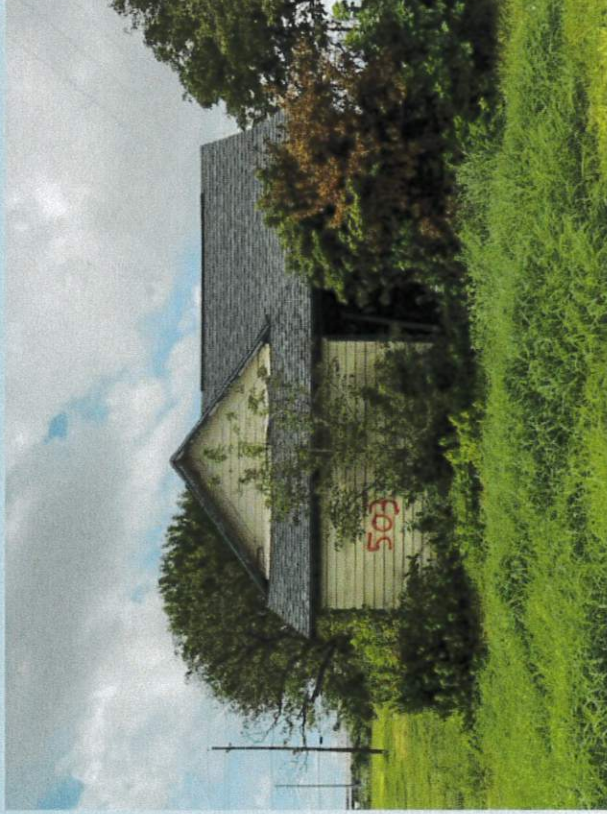
317 E. 2nd

Demolitions



311 E. 2nd

Demolitions



503 E. 2nd

Demolitions



502 E. Broad

Demolitions



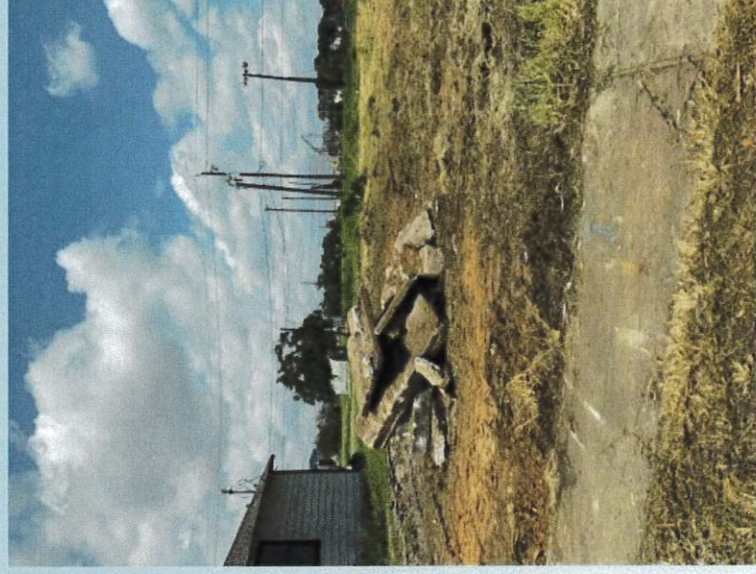
210 E. Broad

Demolitions



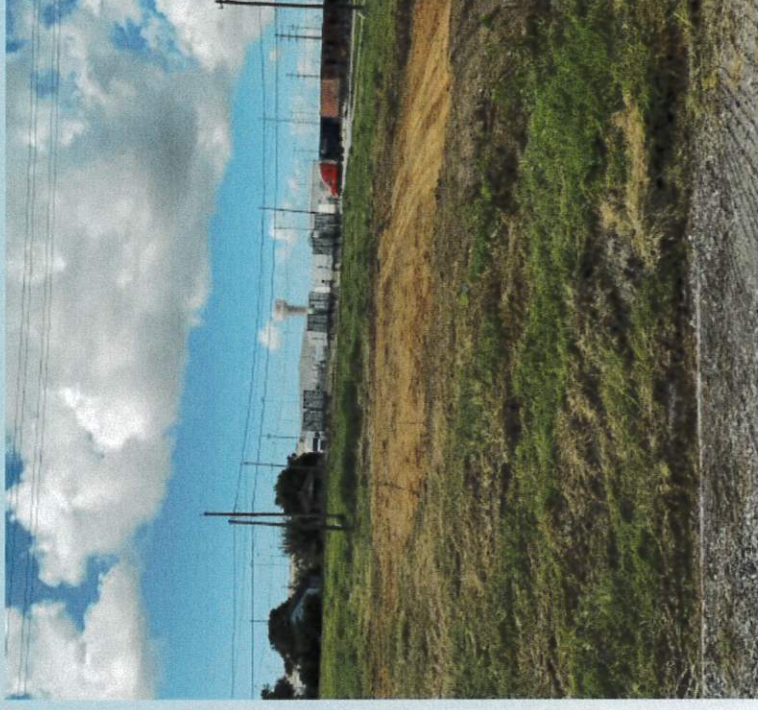
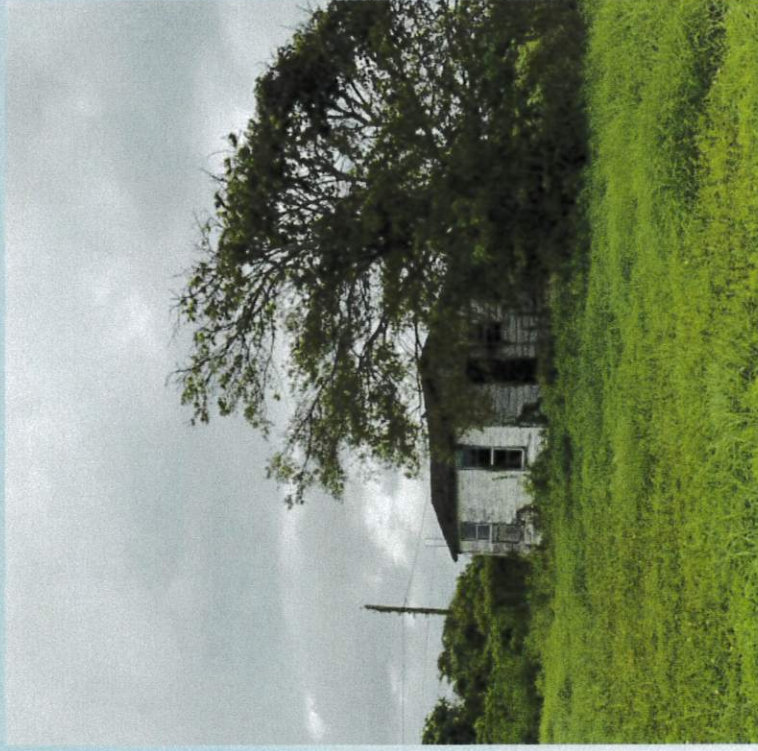
533 E. Broad

Demolitions



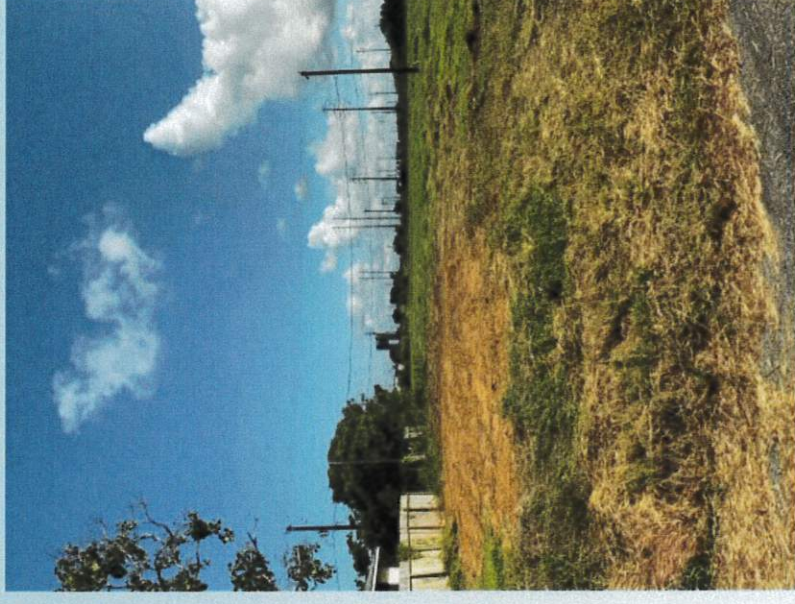
408 E. 5th

Demolitions



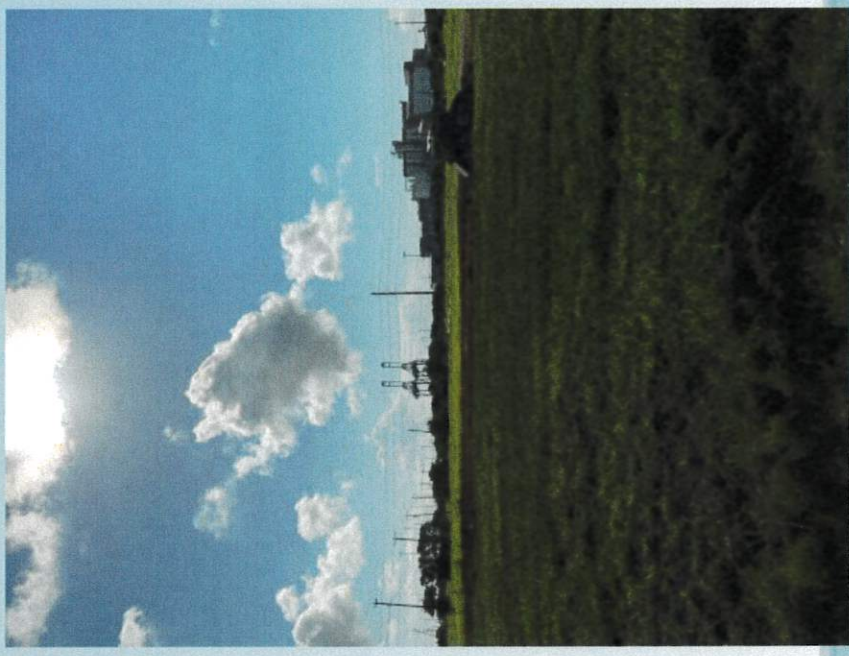
307 E. 7th

Demolitions



522 E. 6th

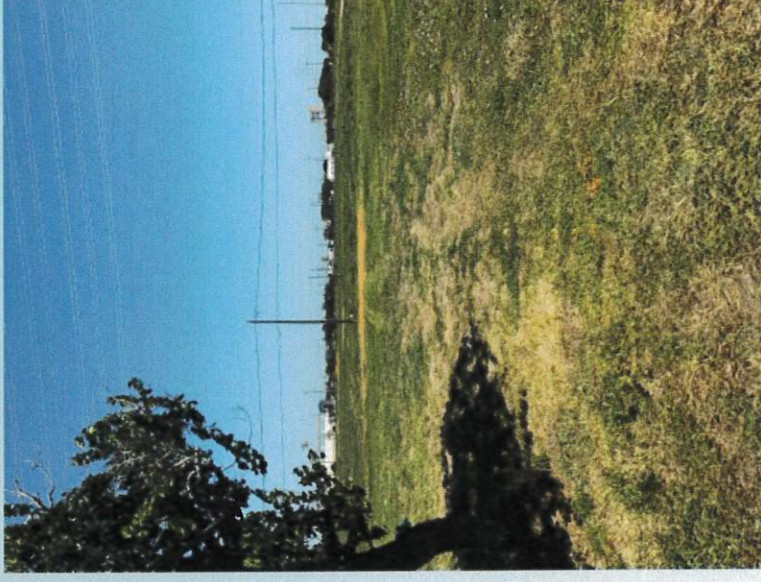
Demolitions



410 E. 6th

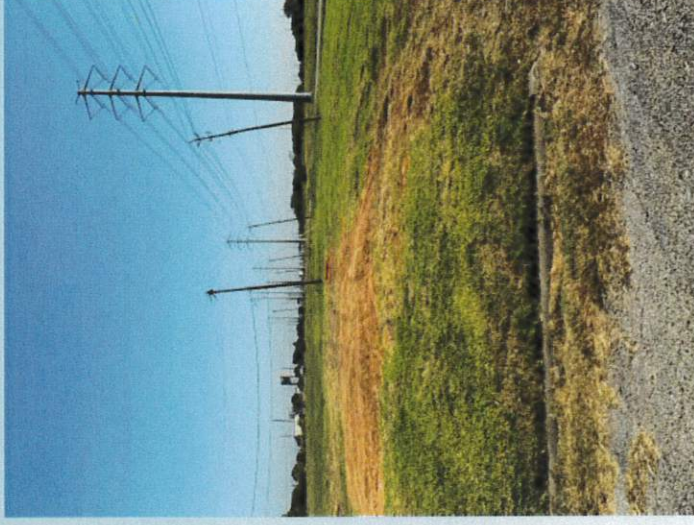
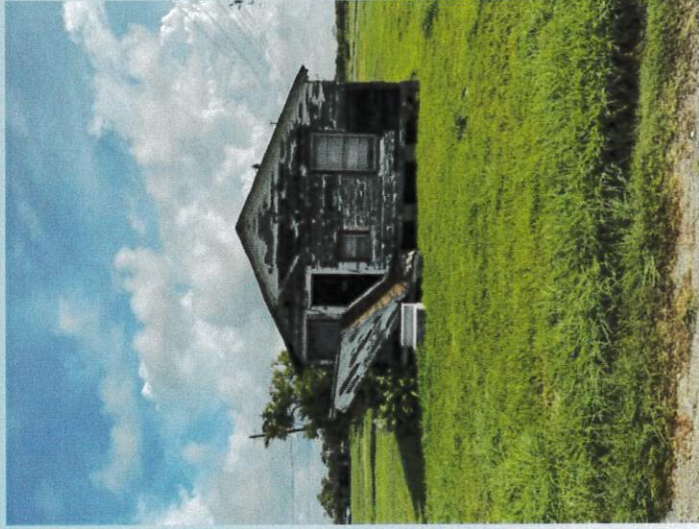
Demolitions

Network: Aug 2, 2022 at 10:59:04 AM CDT
Local: Aug 2, 2022 at 10:59:04 AM CDT
N 28° 56' 55", W 95° 22' 15"
Yaupon St
Freeport TX 77541
Remark: 426 E 8th demo port



426 E. 8th

Demolitions



530 E. 7th

Demolitions



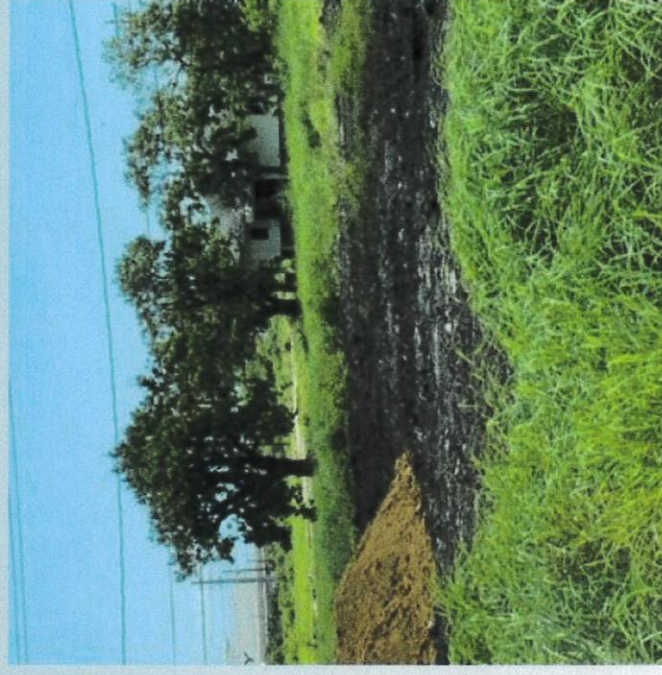
210 E. Broad

Demolitions



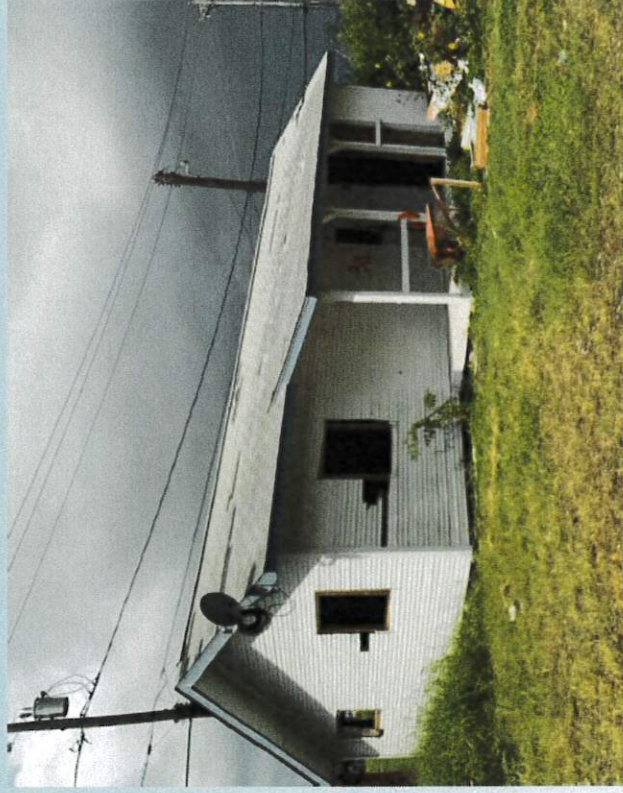
502 E. Broad

Demolitions



503 E. 2nd

Demolitions



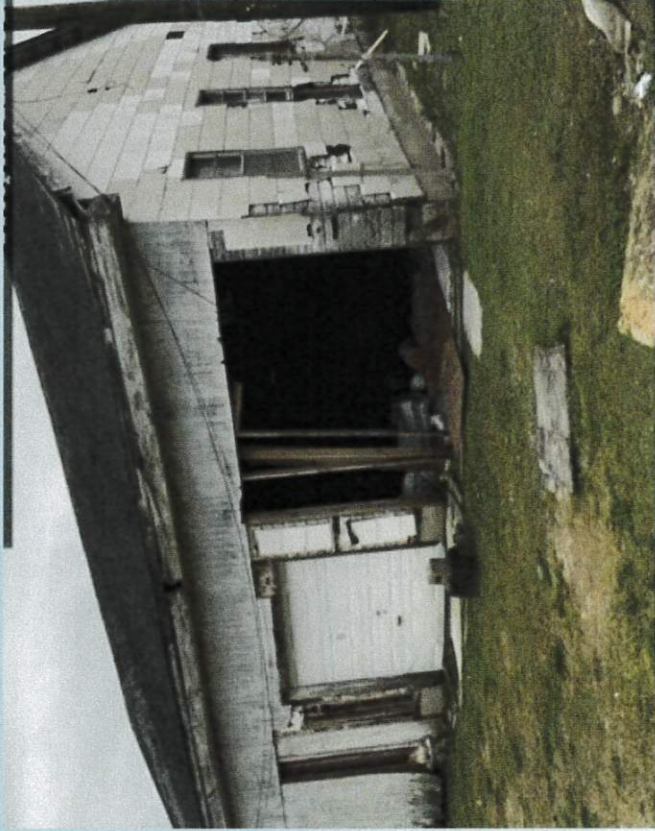
311 W. 2nd

Demolitions



231 E. 2nd

Completed Demolitions



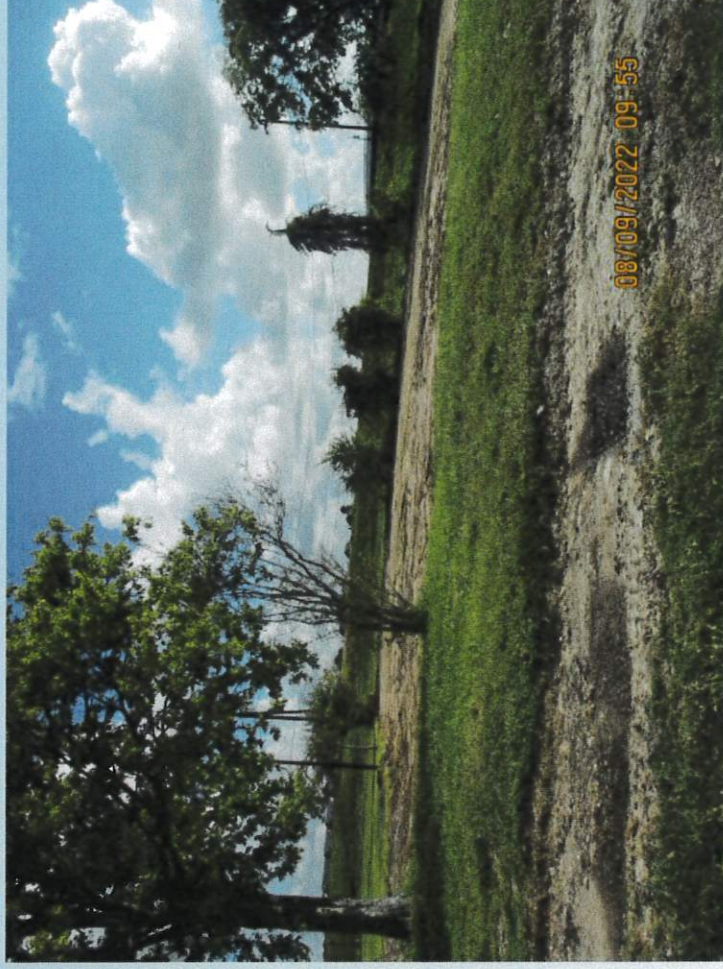
123 E 5th

Completed Demolitions



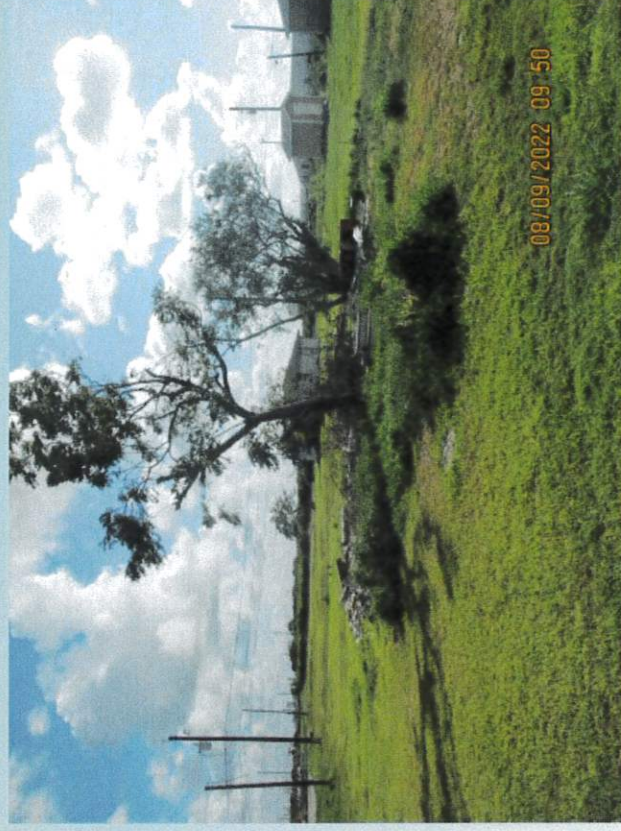
118 E. 6th

Demolitions



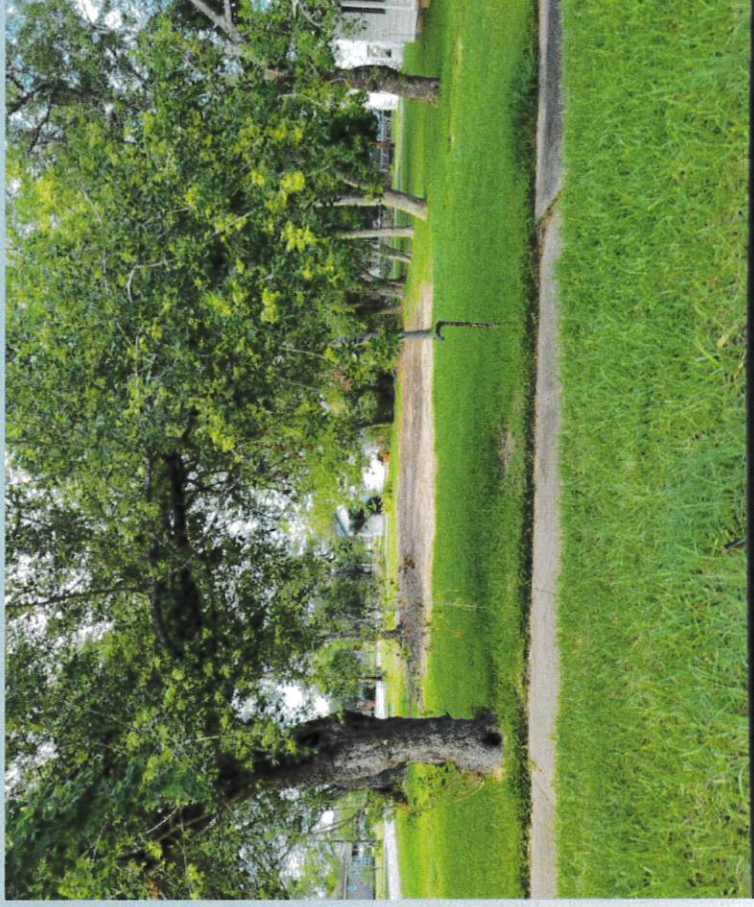
1118 W. 2nd

Completed Demolitions



602 S. Ave G

Completed Demolitions



622 N Ave A

Completed Demolitions



915 1/2 W Broad

Completed Demolitions



1110 W. 2nd

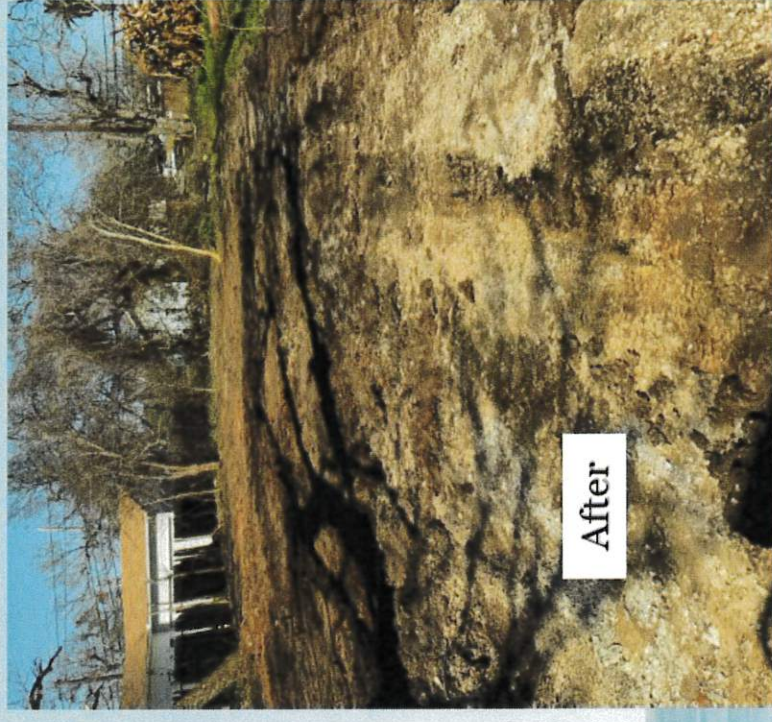
Demolitions



1118 W. 2nd

922 W. 4th St

Declared a Dangerous Structure. Ordered to Demolish within 60 days.



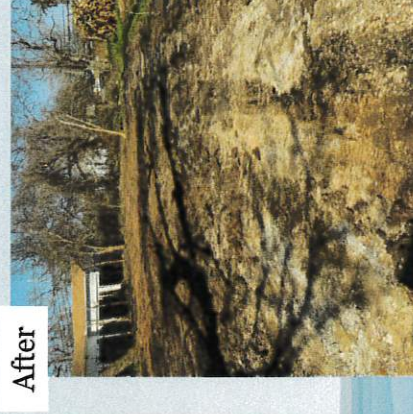
Dangerous Structures Progress



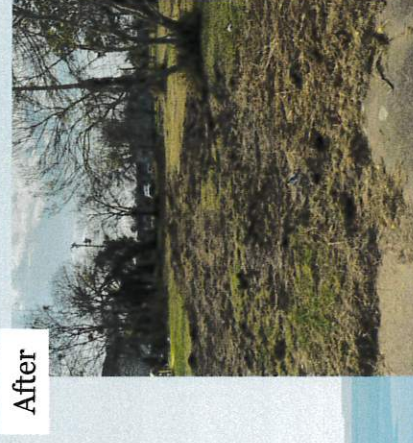
323 N. Ave D



922 W. 4th



615 W. 5th



Code Enforcement Progress



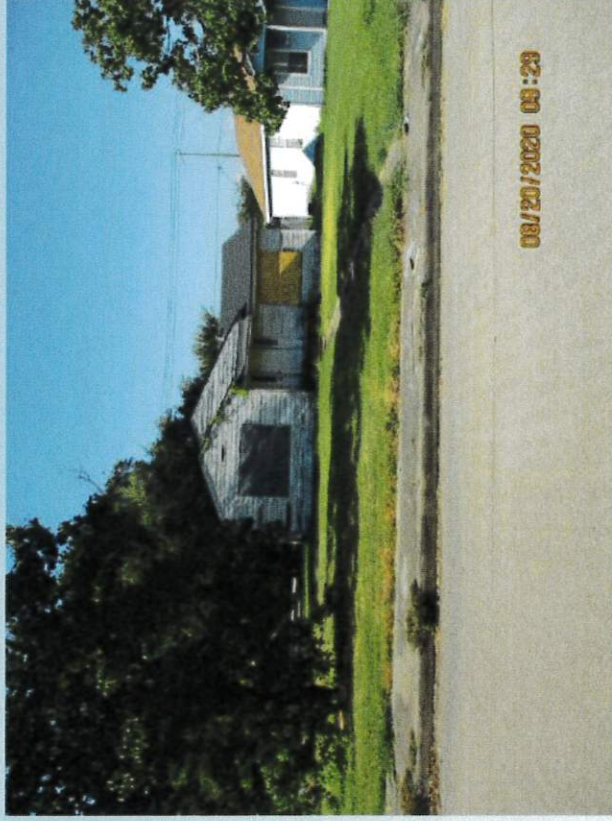
1127 W. 6th

Code Enforcement Progress



1716-1718 W. 6th

Code Enforcement Progress



1503 W. 8th

Code Enforcement Progress



1324 Gulf Blvd

Code Enforcement Progress



707 W. 5th

Code Enforcement Progress



1427 W 8th

Monthly Golf Course Report December2022

For the month of December our revenue was \$53,931 which exceeded our goal by \$6,000. The first half of the month was very strong but came up very short over the holiday week due to rain and freezing temps. A big help revenue wise was the push we had in our membership sales which is very strong heading into the winter months. I will have more detailed numbers in the attached report. Overall the rain was about average for the month and temps above average for the first half and below average the second. We were closed a total of 5 days during the month for a power box replacement, rain out days, and Christmas Day. With all that said it was still nice to see the monthly goal met.

The only negative feedback we seem to receive continues to be on the condition of the proshop, and cartpaths. I hope major consideration is given to either moving forward with the new proshop design or major improvements to the existing to include a grill. I still strongly believe with the move to add a new proshop with grill and banquet/meeting room will turn this into a profitable park for the city.

Thank you

Brian

Goal

Actual[illegible]

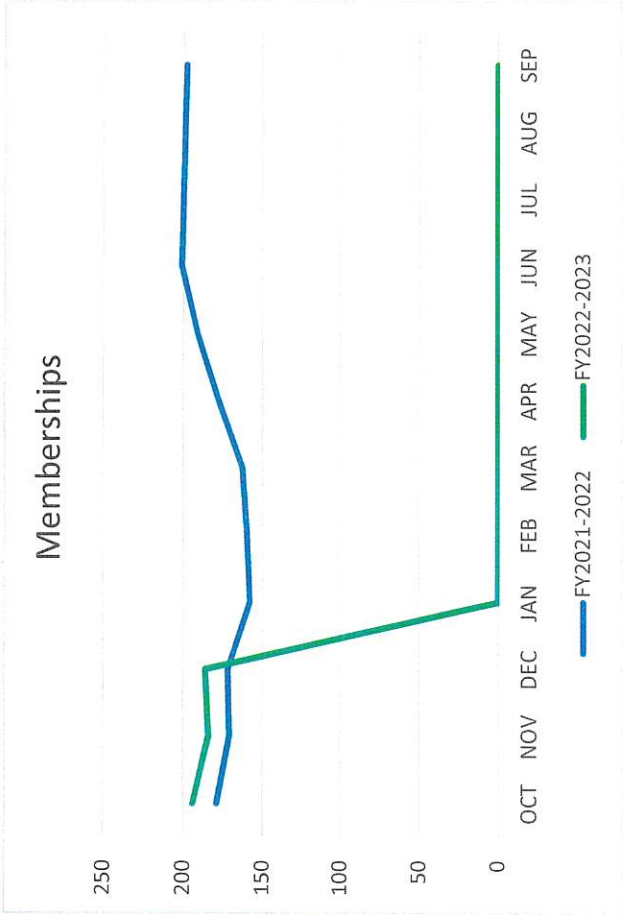
Rounds of Golf

Month	Fy2021-2022	Fy2022-2023
OCT	1489	2692
NOV	2109	1153
DEC	2430	2028
JAN	1785	0
FEB	1619	0
MAR	2633	0
APR	3089	0
MAY	3100	0
JUN	2801	0
JUL	3076	0
AUG	2328	0
SEP	2443	0
	28902	0



Memberships

Month	FY2021-2022	FY2022-2023
OCT	179	194
NOV	171	184
DEC	172	186
JAN	158	0
FEB	160	0
MAR	163	0
APR	178	0
MAY	191	0
JUN	201	0
JUL	200	0
AUG	199	0
SEP	198	0



Revenue for the fiscal years

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023
October	\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	\$ 76,592.04
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	\$ 33,383.62
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,977.48	\$ 62,544.32	\$ 53,930.64
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	
February	\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,288.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	\$ 49,126.05	
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	
June	\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	\$ 80,131.95	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 81,808.90	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	\$ 68,991.57	
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 817,966.41	163,906.30



Human Resources Monthly Report

Date: January 12, 2023

HR TEAM: Donna Fisher

HR Services Team Priorities and Results for December 2022:

- **Welcomes and Well-wishes:**

- **We are excited to welcome:**

- Lisa Anderson – Police Officer – Police Department
 - Steven Early – Police Officer – Police Department
 - Bridget Jimenez – Police Officer – Police Department
 - Michael Rodriguez – Police Officer – Police Department
 - Nyquon Watkins – Maintenance Technician – Public Works/Streets Department

- **Training/Coaching/Performance Improvement:**

- **Performance Issues Addressed:** We had zero (0) employee terminations for performance this month.

- **Employee Turnover/Recruiting/Hiring Progress:**

- **Employee Turnover:** We had two (2) employee separations in December. One employee from the Golf Course and one from the Police Department.
 - **Internal Transfers/Promotions:** There were no internal transfers/promotions during the month of December.
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Firefighter/EMT – Full and Part Time
 - Part-time Range Attendant – Golf Course
 - Part-time Crossing Guard
 - Police Officer
 - Part-time Recreation Attendant – Recreation Center
 - Customer Service Clerk
 - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.

- **Risk Management and Insurance Updates:**

- **Unemployment Claims:** We had zero (0) unemployment appeals during the month of November. We have won one (1) unemployment appeal cases this calendar year (Jan.- December). The City's account will not be charged for this unemployment claim.
 - **Workers Compensation Claims:** We had two (2) active Workers Comp. claims in December.

- **Family & Medical Leave Cases (FMLA)**- We had two (2) active FMLA cases in December.
- **Employee Benefits:** We are continuing to look at options for a wellness event for employees.
- **Training/Development:** We did not participate in any trainings in December.

Priorities for December:

- **Employee Benefits** – Continue working on wellness event
- **Payroll Conversion** – A pilot of the new timekeeping system, Executime, will occur in January W-2 and 4th quarter 941 will be produced using Incode
- **Workers Compensation** – Workers Comp audit is complete



Information Technology Monthly Report

- Implemented new Automatic Phishing and training program for city to meet TDIR 2054.519 requirements.
- Upgrade of Council meetings to now include presentations and new camera(s), controllable with single console.
- Copier upgrades for entire city with major cost reduction of contract and use per month.

- New timeclock system for city (executive)
- Negotiate new backup warm-site solution for major cost reduction of data storage off-site.
- Secure Wireless Traffic with RADIUS and expand wireless encryption and authentication to all city facilities
- New City ID badge system for in-house management
- Upgrade Rec Center Door to badge Access





Closed Tickets last 31 days by Category

Description:

Category: Service Desk

Server Hostname: support.0carseesmgcendzoaboqdri0wg.bx.internal.cloudapp.net

Generated: 01/18/2023 11:20:29

#	ID	Title	Due Date	Time Open	Status	Impact	Machine Name	Owner Name	Submitter Name
1 row: Priority: Medium, Category: Hardware::Phone::Desk									
1	100	Vocemail Setup			Closed / Resolved	1 person Inconvenienced	CH-UHUSB4T	Toby Cohen	Ana Silbas
2 rows: Priority: Medium, Category: Hardware::Computer::Desktop									
2	59	Monitor not working			Closed / Resolved	1 person Inconvenienced		Toby Cohen	Mary Chavez
3	53	DVD Player Needed			Closed / Resolved	1 person Inconvenienced	TOLAR-PC	Toby Cohen	Laura Gramer
1 row: Priority: Medium, Category: Hardware::Printer::Desk/Office									
4	103	Printer offline			Closed / Resolved	1 person Inconvenienced	TOLAR-PC	Toby Cohen	Laura Gramer
1 row: Priority: Medium, Category: Hardware::Phone::Desk									
5	50	EDC Director phone auto answering calls even when unattended .			Closed / Resolved	1 person Inconvenienced		Toby Cohen	Kaytee Ellis
1 row: Priority: Medium, Category: Software::Issue									
6	27	Increase Dispatch 1 and 2 time out periods			Closed / Resolved	Many people Inconvenienced		Toby Cohen	David Fernandez
1 row: Priority: Medium, Category: Hardware::Printer::Desk/Office									
7	86	Need printed hooked up in my office.			Closed / Resolved	1 person cannot work	CD-37F1R5B	Toby Cohen	Patli Veszezy
1 row: Priority: Medium, Category: Software::Issue									
8	102	Test Ticket			Closed / Resolved	1 person cannot work	IT-6PQQOVA	Toby Cohen	Toby Cohen
1 row: Priority: Medium, Category: Hardware::Printer::Desk/Office									
9	71	HR Director			Closed / Resolved	1 person cannot work	CH-7HG13Z2	Toby Cohen	Donna Fisher

1/18/23, 1:35 PM

Closed Tickets last 31 days by Category

1 row: Priority: Medium, Category: Software::Issue

10	63	Unable to log into Incode ID CT	Closed / Resolved	1 person cannot work		Toby Cohen	Johnnie Ramsey
----	----	---------------------------------	-------------------	----------------------	--	------------	----------------

1 row: Priority: High, Category: Software::Issue

11	64	Unable to view P Drive Files	Closed / Resolved	1 person cannot work		Toby Cohen	Toby Cohen
----	----	------------------------------	-------------------	----------------------	--	------------	------------

2 rows: Priority: Medium, Category: Software::Install

12	69	software failed to launch	Closed / Resolved	1 person Inconvenienced	ED-6N29QV2	Toby Cohen	Kaytee Ellis
----	----	---------------------------	-------------------	-------------------------	------------	------------	--------------

13	68	Silhouette Software	Closed / Resolved	1 person Inconvenienced	ED-6N29QV2	Toby Cohen	Kaytee Ellis
----	----	---------------------	-------------------	-------------------------	------------	------------	--------------

12 rows: Priority: Medium, Category: Hardware::Printer::Copier

14	82	install copier water department	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	---------------------------------	-------------------	----------------------------	--	------------	------------

15	79	install copier PD	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	-------------------	-------------------	----------------------------	--	------------	------------

16	96	scanner is full with paper but still shows no paper	Closed / Resolved	Many people Inconvenienced	GD-1936VQB	Toby Cohen	Hope Bullman
----	----	---	-------------------	----------------------------	------------	------------	--------------

17	76	install copier rec center	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	---------------------------	-------------------	----------------------------	--	------------	------------

18	81	install copier community development	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	--------------------------------------	-------------------	----------------------------	--	------------	------------

19	78	install copier PD	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	-------------------	-------------------	----------------------------	--	------------	------------

20	101	FAX confirmation	Closed / Resolved	Many people Inconvenienced	GH-7HG1322	Toby Cohen	Donna Fisher
----	-----	------------------	-------------------	----------------------------	------------	------------	--------------

21	75	install copier golf course	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	----------------------------	-------------------	----------------------------	--	------------	------------

22	58	Copier is Jammed	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Cathy Ezell
----	----	------------------	-------------------	----------------------------	--	------------	-------------

23	83	install copier admin	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	----------------------	-------------------	----------------------------	--	------------	------------

24	80	install copier Museum	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	-----------------------	-------------------	----------------------------	--	------------	------------

25	77	install copier public works	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	-----------------------------	-------------------	----------------------------	--	------------	------------

2 rows: Priority: Medium, Category: Website::Change or Upload

26	65	Need PDF Uploaded to	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Toby Cohen
----	----	----------------------	-------------------	----------------------------	--	------------	------------

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Closed Tickets last 31 days by Category

		Website					
27	93	Website Update	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Ana Silbas
1 row: Priority: Medium, Category: Network							
28	91	Printer Error 01092023	Closed / Resolved	1 person cannot work		Toby Cohen	Christopher Motley
20 rows: Priority: Medium, Category: Other							
29	61	Donna Fisher	Closed / Resolved	1 person Inconvenienced	CH-7HG13Z2	Toby Cohen	Donna Fisher
30	95	ExecuTime	Closed / Resolved	1 person Inconvenienced		Toby Cohen	Bette Dahse
31	60	Johnny's office phone is very static fired	Closed / Resolved	1 person Inconvenienced	CD-50K2ZD3	Toby Cohen	Kacey Roman
32	94	New Copiers - Scan to Email	Closed / Resolved	1 person Inconvenienced	TOLAR-PC	Toby Cohen	Laura Gramer
33	54	PRINTER NOT CONNECTED	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Bette Dahse
34	92	Computer not printing	Closed / Resolved	Many people Inconvenienced		Toby Cohen	Jessica Vandergriff
35	73	Unable to open Incode 10	Closed / Resolved	1 person cannot work	CT-DDHS513	Toby Cohen	Johnnie Ramsey
36	57	Fwd: NWS Houston/Galveston: Thanksgiving Hazardous Weather Outlook 112222	Closed / Resolved	1 person cannot work		Toby Cohen	Christopher Motley
37	70	Copier	Closed / Resolved	1 person cannot work	AD-688C60C	Toby Cohen	Cathy Ezell
38	62	copier	Closed / Resolved	1 person cannot work	AD-688C60C	Toby Cohen	Cathy Ezell
39	67	Phone system	Closed / Resolved	1 person cannot work	AD-688C60C	Toby Cohen	Cathy Ezell
40	99	Error Message on Incode 10 Court	Closed / Resolved	1 person cannot work	CT-DDHS513	Toby Cohen	Johnnie Ramsey
41	72	Copier	Closed / Resolved	1 person cannot work	AD-688C60C	Toby Cohen	Cathy Ezell
42	56	Weather Forecast State Slides	Closed / Resolved	1 person cannot work		Toby Cohen	Christopher Motley
43	90	New Web Address Executime	Closed / Resolved	1 person cannot work	Station-1101	Toby Cohen	Cathy Ezell
44	105	phones down	Closed / Resolved	1 person cannot work	CH-FERN73	Toby Cohen	Giselle Hernandez
45	55	FW: NWS Houston/Galveston Severe Thunderstorms	Closed / Resolved	1 person cannot work		Toby Cohen	Christopher Motley

1/18/23, 1:35 PM

Closed Tickets last 31 days by Category

Outlook for
Tuesday plus
Hazardous Marine
Conditions 112722

46	88	Robert needs Voice mail reset	Closed / Resolved	1 person cannot work		Toby Cohen	Kaytee Ellis
47	66	Glitch between Brazostech and Incode 10	Closed / Resolved	Many people cannot work	CT-DDH8513	Toby Cohen	Johnnie Ramsey
48	97	Incode 10 Court Not Working	Closed / Resolved	Many people cannot work	CT-DDH8513	Toby Cohen	Johnnie Ramsey

01/18/2023



Finance, Court & Water Departments

Title: Monthly Report for December 31, 2022

Date: January 23, 2023

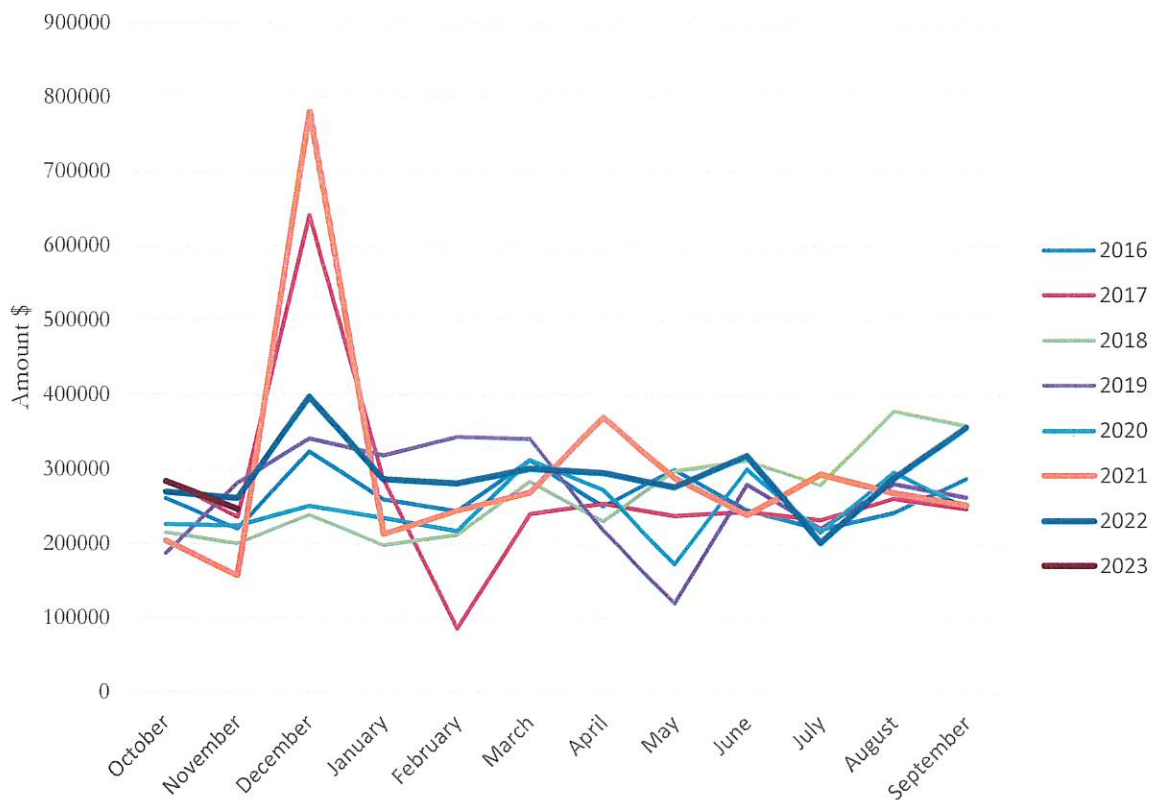
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of December 31, 2022 are \$7,144,173 or 35.97% of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are less than last year at this time.

Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of December 31, 2022 are \$4,701,749 or 23.20% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are under the expenditures by \$2,442,423. The fund balance or reserves of the General Fund as of December 31, 2022 is \$8,358,324. This is 41.24% of the expenditure budget.

Monthly Report Finance, Court & Water Departments

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of December 31, 2022 are \$1,209,237 or 17.75% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of December 31, 2022 are \$1,366,820 or 20.72% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$157,583. The fund balance or reserves for the Water & Sewer Fund as of December 31, 2022 is \$126,154. This fund balance is only 1.91% of the operating expenditures.

Customer Service Department – Water & Court

The review of all water records continues. We are reviewing all billing processes and establishing internal policies.

The review of all court records continues. Municipal Court has fully migrated to Incode 10 as of October 31, 2022

We will begin the process of scanning Municipal Court records into Incode software in February. Then move to the Water/Sewer records.

Other

We are working with the various departments of the City to include department updates and information as a flyer with the utility bills. There will be an informational flyer included with each bill sent out beginning with the December bills.

We are in the process of converting to the new time and attendance application. This should be complete in March.

City of Freeport
Monthly Financial Report
As of December 31, 2022
General Fund

	FY2022 Actuals	Adopted FY2023 Budget	Amended FY2023 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 6,725,855	\$ 5,564,969	\$ 5,915,901	\$ 5,915,901	
Revenues					
EMS	\$ 571,697	\$ 589,000	\$ 589,000	\$ 169,596	28.79%
Property Taxes	3,093,272	3,355,000	3,355,000	1,016,887	30.31%
Industrial Taxes	8,171,633	8,679,299	8,679,299	3,157,329	36.38%
Sales Tax	2,361,795	2,250,000	2,250,000	353,830	15.73%
Franchise & Other Taxes	664,892	644,000	644,000	190,341	29.56%
Permits	276,188	196,625	196,625	225,529	114.70%
Charges for Services	858,762	793,700	793,700	199,503	25.14%
Recreation/Rental	121,819	100,500	100,500	11,021	10.97%
Golf	814,284	652,000	652,000	159,561	24.47%
Municipal Court	234,733	208,500	208,500	40,472	19.41%
Grants	1,788,558	2,092,765	2,092,765	1,506,537	71.99%
Lease Income	151,087	125,000	125,000	6,894	5.52%
Miscellaneous	649,261	176,820	176,820	106,673	60.33%
Total Revenues	19,757,981	\$ 19,863,209	\$ 19,863,209	\$ 7,144,173	35.97%
Expenditures					
Administration	\$ 2,113,246	\$ 1,792,676	\$ 1,792,676	\$ 517,698	28.88%
Information Technology	-	229,628	229,628	75,946	33.07%
Service Center	231,715	201,887	201,887	51,799	25.66%
Municipal Court	239,515	231,301	231,301	61,737	26.69%
Police	4,855,088	5,254,992	5,254,992	1,199,029	22.82%
Fire	1,200,390	1,425,610	1,425,610	349,040	24.48%
EMS	1,020,517	969,552	969,552	233,797	24.11%
Emergency Management	150,986	-	-	-	
Code Enforcement	393,520	479,991	479,991	97,562	20.33%
Building	306,662	308,662	308,662	55,871	18.10%
Garbage Collection	887,107	720,000	720,000	123,499	17.15%
Street & Drainage	1,403,967	1,500,782	1,500,782	337,066	22.46%
Beach Fund Expense	57,529	42,850	42,850	-	0.00%
Historical Museum	345,069	374,526	374,526	50,314	13.43%
Sr Citizens Commission	7,731	7,500	7,500	3,277	43.69%
Library	33,549	41,535	41,535	14,643	35.25%
Parks	1,284,982	1,294,028	1,294,028	264,319	20.43%
Golf	1,190,704	1,235,668	1,235,668	283,499	22.94%
Recreation	492,678	572,840	572,840	87,881	15.34%
Interfund Transfer to	4,502,980	3,729,095	3,729,095	932,274	25.00%
Interfund Transfer from	(150,000)	(150,000)	(150,000)	(37,500)	25.00%
Total Expenditures	20,567,934	\$ 20,263,123	\$ 20,263,123	\$ 4,701,749	23.20%
Revenue Over/(Under)					
Expenditures	\$ (809,954)	\$ (399,914)	\$ (399,914)	\$ 2,442,423	
Ending Fund Balance	\$ 5,915,901	\$ 5,165,055	\$ 5,515,987	\$ 8,358,324.51	

City of Freeport
Monthly Financial Report
As of December 31, 2022
Water Sewer Fund

	FY2022 Actuals	Adopted FY2023 Budget	Amended FY2023 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 50,936	\$ 174,759	\$ 283,737	\$ 283,737	
Revenues					
Interlocal Revenue	\$ 16,086	\$ 4,000	\$ 4,000	\$ -	0.00%
Interest	2,408	1,000	1,000	1,076	107.58%
Misc Income	1,749	-	-	46	N/A
Misc Income Return Checks	1,242	1,000	1,000	300	30.00%
Utility Reimbursements	165,400	100,000	100,000	29,338	29.34%
Community Dev Grant	136,229	-	-	-	N/A
Grant - CDBG GLO	622,829	-	-	(463,262)	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(40)	-	-	-	N/A
Water Revenue	3,500,777	4,178,200	4,178,200	947,547	22.68%
Water Revenue - Misc	(1,722)	-	-	-	N/A
Sewer Revenue	2,563,543	2,400,000	2,400,000	655,381	27.31%
Sewer Revenue - Misc	20	-	-	-	N/A
Sewer Surcharge	321	-	-	-	N/A
Water Tap Fee	23,752	15,000	15,000	3,350	22.33%
Sewer Tap Fee	3,040	3,000	3,000	2,429	80.97%
Bad Debt Write-Off	728	1,000	1,000	377	37.66%
Connect & Disconnect Fees	132,499	110,000	110,000	32,655	29.69%
Transfer from General Fund	323,000	-	-	-	N/A
Total Revenues	7,491,862	6,813,200	6,813,200	1,209,237	17.75%
Expenditures					
Salaries	\$ 98,019	\$ 102,267	\$ 102,267	\$ 18,265	17.86%
Benefits	49,349	40,692	40,692	12,134	29.82%
Supplies	76,241	70,950	70,950	12,470	17.58%
Services	5,553,016	5,848,140	5,848,140	1,197,129	20.47%
Maintenance	89,129	65,000	65,000	22,893	35.22%
Sundry	16,548	17,800	17,800	18,743	105.30%
Capital Outlay	946,999	-	-	(27,677)	N/A
Debt Service Fees	(22,938)	-	-	-	N/A
Transfer to Debt Service	302,698	301,450	301,450	75,362	N/A
Transfer to CO2021 Bond Fund	-	-	-	-	N/A
Transfer to General Fund	150,000	150,000	150,000	37,500	N/A
Total Expenditures	7,259,061	6,596,299	6,596,299	1,366,820	20.72%
Revenue Over/(Under)					
Expenditures	\$ 232,801	\$ 216,901	\$ 216,901	\$ (157,583)	
Ending Fund Balance	\$ 283,737	\$ 391,660	\$ 500,638	\$ 126,154	



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

To: Mr. Kelty, City Manager

From: Christopher D. Motley, Fire Chief

Date: January 23, 2023

Re: December 2022

Response alarms: Fire - 16
 EMS - 152
 Total - 162

Significant Events: Air Ambulance transport: 5*
 Request mutual aid into the city to cover EMS response: 6 FIRE 4
 Mutual aid given to other cities to cover EMS response: 0 FIRE 0
 Two EMS units working calls at the same time: 25
 Three working EMS alarms: 1
 Four working EMS alarms: 0
 Five working EMS alarms: 0
 Transport rate: 59%

Equipment/Infrastructure: Fire Station #1 driveway repair: No update from Public Works.

Audit: Texas Department of Insurance audit: TDI responded to request on status. Provided update contact information. Waiting for a response.

Emergency Management: Monitoring and reviewing daily COVID-19 BC Health reports.

 Winter Storm Declaration the City of Freeport is in recovery phase. Federal Declaration Category B: Protective Measures has been approved. Additional funding has been approved for Administrative.

 Preparing emergency management response to natural disasters.

 Brazosport ISD Mass Casualty plan updating response plans. Prepare and Response to Winter Storm: Monitor weather conditions and establishing a warming center. Supported by Salvation Army, City of Clute, City of Lake Jackson and Freeport.

*Mass Casualty Incident: December 25, 2022 Structure fire.

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



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

Mitigation Grants: FEMA: S.A.F.E.R. Grant application, was declined on December 8, 2022

FEMA American Firefighter Grant, complete the application and awaiting announcement of award. Project: Brush/Wildland truck: \$125,000.00.

Preparing for FEMA AFG and S.A.F.E.R. grant programs for January application. Completed agreements for a grant writer.

Personnel: Staffing:

Fire Fighter Vacancy: Three (Full-time)

Fire Fighter Vacancy: Six (Part-time)

EMS Vacancy: Three (Part-time).

Employee testing: December 21, 2022.

Training Employees: None. Holiday season

Injuries: None.

Events: Blue Santa Parades
Memorial Child Care: deliver Santa Claus
Sweet t's Santa program

Prevention: Council Chambers are sanitized by staff prior to each council meeting.

Announcements: Hwy 36 / Velasco Blvd: Road closure 1/19/2023 to 1/21/2023



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT
OFFICE OF THE FIRE MARSHAL

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief

Jason Shafer
Deputy Chief
Fire Marshal

Public Release

RE: Structure Fire with Injuries

2001 N. Brazosport Blvd. #209

Freeport, Texas

Date of Incident: December 25, 2022

Release By: Deputy Chief J. Shafer - Fire Marshal

Approved by: C. Motley Fire Chief

On December 25, 2022 at approximately 04:30 a.m. Freeport 911 received a report of a mobile fire at the above location. Fire and Police units responded, finding a mobile home fully involved with flames. Several victims were reported to be inside the residence at the time of the fire. Fire personnel did an exhaustive search of the residence and found no one inside. Police officers located several patients who had fled the fire building with burn injuries and disburse through out the mobile home park complex.

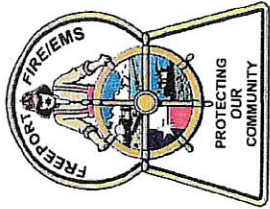
Freeport Police did an amazing job locating the burn victims and ensuring the injured received medical care. Freeport Police Officers coordinated with several incoming EMS and Air Medical units and secured landing zones for safe landing of air crafts. EMS assistance was provided by Clute EMS, Lake Jackson EMS, Angleton Area EMC, Life Fight, and PHI Air Medical.

Five persons with burn injuries were transported by Air Medical to UTMB Galveston Blocker Burn Unit for Treatment. A sixth person was treated at local area hospital and transferred to UTMB for treatment.

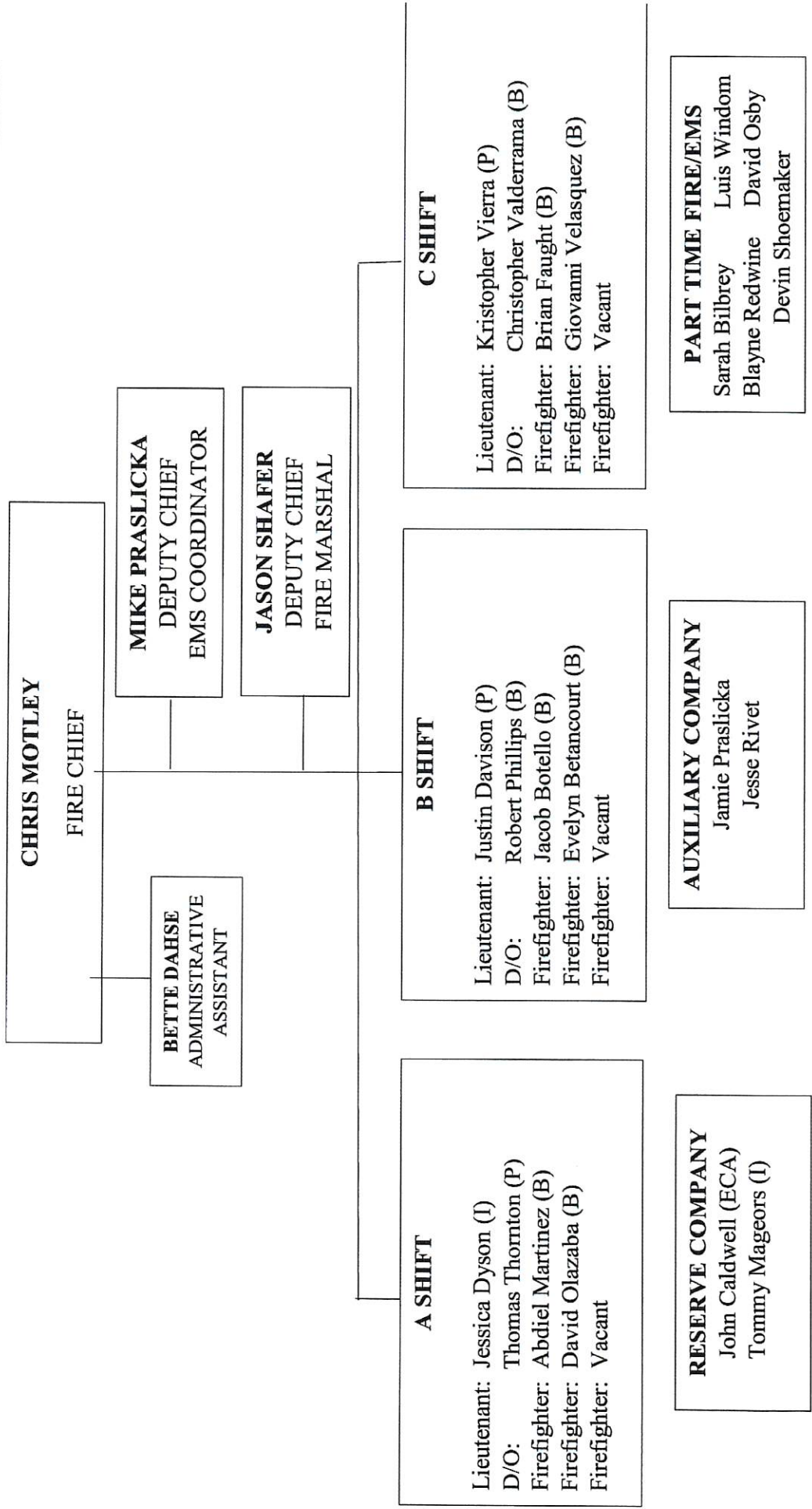
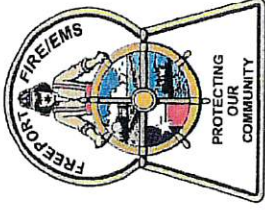
Freeport Fire Department along with Clute, Lake Jackson, and Oyster Creek Fire Departments worked in a collaborative effort in order to minimize damage to other nearby structures.

An investigation was performed by the Freeport Fire Marshal. The cause of the fire is ruled accidental, a natural gas leak went undetected inside the structure and found an ignition source causing a flash fire inside the structure and burn injuries to the victims.

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



FREEPORT FIRE & EMS DEPARTMENT





FREEPORT POLICE DEPARTMENT

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

Danny Gillchriest
Captain

Jennifer Howell
Chief of Police

Corey Brinkman
Lieutenant

DECEMBER POLICE REPORT

I. CALLS FOR SERVICE

1644 calls for service were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

II. INCIDENTS

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

III. TRAFFIC STOPS

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

IV. TRAINING

Training performed in accordance with the Texas Commission on Law Enforcement (TCOLE).

- Department wide Vehicle Patrol and Accident Prevention online training
- Two officers attended Crisis Intervention Training.
- One officer completed Field Training Officer course.
- Officer E. Rodriguez obtained his Intermediate Peace Officer Certification
- Sgt J. Perez obtained his Advance Peace Officer Certification

V. COMMUNITY EVENTS

The police department participated in the following events in the month of December:

- December 1st Holiday on the Brazos
- December 3rd Breakfast with Blue Santa
- December 13th – 16th Blue Santa Store
- December 14th Blue Santa appearance with FD
- December 15th Blue Santa appearance with FD

The following upcoming events for January and February:

- January 7th Freeport History Day at the Museum
- January 16th MLK Celebration Grand Parade and Festival
- February 17th Daddy Daughter Dance
- February 18th Mardi Gras Festival
- February-March Junior Police Academy



To Protect, Serve, Model Integrity and Demonstrate Professionalism

VI. COMPLAINTS and COMPLIMENTS

There was one second party complaint in connection with the complaint from last month. The primary complainant has not come forward yet, but we have contacted a family member and we are attempting to gather more information from them.

Chief Howell would like to compliment the staff for their participation in the Christmas Door Decorating Contest. Many employees got their families involved and came up with some creative ideas that brought Christmas joy around the PD every day.

VII. STAFFING

DISPATCHERS:

No new hires. Interviews performed. Backgrounds were completed and we made 1 conditional job offer. This will bring dispatch up to full staffing once everyone is trained.

POLICE OFFICER:

We have several new officers who started in December that were introduced at the last council meeting Officer Michael Rodriguez, Officer Steven Early, Officer Bridget Kozak Jimenez and Officer Lisa Anderson.

We had two veteran officers who left to go to larger agencies for more pay. We were short 2 full time positions, but recently made conditional job offers. This will bring patrol up to full staffing once everyone is trained.

Freeport Police Department

Monthly Call For Service CC

Printed on January 10, 2023

Description	Totals	
911 CALL	110	110
911 HANG UP	48	48
ABANDONED VEHICLE	1	1
ACCIDENT - HIT & RUN	6	6
ACCIDENT - MAJOR	1	1
ACCIDENT - MINOR	11	11
ALARM - BUSINESS	16	16
ALARM - MEDICAL	2	2
ALARM - RESIDENTIAL	11	11
AMBULANCE CALL - FREEPORT	142	142
AMBULANCE CALL - OYSTER CREEK	14	14
AMBULANCE CALL - SURFSIDE	14	14
ANIMAL BITE	3	3
ANIMAL CONTROL - GENERAL	155	155
ANIMAL CONTROL - PENDING	2	2
ASSAULT	9	9
ATTEMPT TO SERVE - WARRANT	2	2
BAR CHECK	16	16
BOMB THREAT	1	1
BROADCAST	5	5
BURGLARY - BUILDING	4	4
BURGLARY - HABITATION	4	4
BURGLARY - MOTOR VEHICLE	2	2
CHECKED OUT	1	1
CITY ORDINANCE VIOLATION	3	3
CIVIL MATTER	18	18
CIVIL STANDBY	9	9
CLERK CHECK	29	29
CLOSE PATROLLING AREA	90	90
CLOSE PATROL REQUEST	3	3
COURTESY TRANSPORT	1	1
CPS RELATED INVESTIGATION	18	18
CREDIT/DEBIT CARD ABUSE	1	1
CRIMINAL MISCHIEF	6	6
CRIMINAL TRESPASSING	4	4
DEBRIS IN ROADWAY	6	6
DISCHARGE FIREARM	8	8
DISTURBANCE PHYSICAL	19	19
DISTURBANCE VERBAL	18	18
DRIVING WHILE INTOXICATED	1	1
FIRE - ALARM	9	9
FIRE CALL	8	8

Description	Totals	
FIREWORKS	24	24
FLAGGED DOWN	2	2
FOLLOW UP	39	39
FOUND PROPERTY	7	7
FRAUD	9	9
GAS/CHEMICAL RELEASE	4	4
HARASSMENT	3	3
HOSPICE DEATH	2	2
INSPECTION	18	18
JAIL CHECK	1	1
JUVENILE COMPLAINTS	9	9
LOST ARTICLE/PROPERTY	2	2
MENTAL HEALTH CALL/REFERAL	1	1
MISCELLANEOUS	83	83
MISSING JUVENILE	1	1
MOTORIST ASSIST	21	21
NARCOTICS COMPLAINT	4	4
NOISE COMPLAINT	16	16
OPEN DOOR/WINDOW	8	8
OTHER AGENCY ASSIST	13	13
PANHANDLING	1	1
PARKING VIOLATION	2	2
POLICE ESCORT	1	1
PRISONER TRANSPORT	9	9
PUBLIC INTOXICATION	1	1
RECKLESS DRIVER	19	19
RECOVER STOLEN PROPERTY	1	1
REPORT DROPPED IN ERROR	1	1
REPOSESSION VEHICLE	12	12
RUNAWAY	3	3
SEX OFFENDER REGISTRATION	1	1
SEXUAL OFFENSE	4	4
SPEAK WITH OFFICER	40	40
SPECIAL ASSIGNMENT	3	3
SPECIAL WATCH	10	10
SUBJECT CONTACT	24	24
SUSPICIOUS CIRCUMSTANCE	30	30
SUSPICIOUS NOISE	6	6
SUSPICIOUS SUBJECT	19	19
SUSPICIOUS VEHICLE	25	25
TERRORISTIC THREATS	6	6
THEFT	22	22
TOWED VEHICLE	14	14
TRAFFIC COMPLAINT	7	7
TRAFFIC CONTROL	2	2
TRAFFIC STOP	150	150

Description	Totals	
UNAUTH USE OF A VEHICLE	2	2
UNWANTED SUBJECT	32	32
WARRANT CLASS B OR ABOVE	5	5
WARRANT MUNICIPAL	4	4
WARRANT OTHER AGENCY	1	1
WATER / STREET DEPT CALLOUT	60	60
WELFARE CONCERN	24	24
	5	5
Totals	1644	1644

Freeport Police Department

Monthly Incidents CC

Printed on January 10, 2023

Reported	Case Number	Offenses	Description
12/01/22	FPD22-1637	CRIMINAL MISCHIEF >=\$100<\$750	ALARM - BUSINESS
12/01/22	FPD22-1638	INCIDENT REPORT	HOSPICE DEATH
12/01/22	FPD22-1639	INCIDENT REPORT	NARCOTICS COMPLAINT
12/01/22	FPD22-1640	POSSESSION OF DRUG	NARCOTICS COMPLAINT
12/01/22	FPD22-1641	FAIL TO REMAIN AND REPORT	ACCIDENT - HIT & RUN
12/02/22	FPD22-1642	INCIDENT REPORT	UNWANTED SUBJECT
12/02/22	FPD22-1643	FRAUD - GENERAL	FRAUD
12/02/22	FPD22-1644	CAPIAS WARRANT	PRISONER TRANSPORT
12/03/22	FPD22-1645	UNL RESTRAINT	SUSPICIOUS CIRCUMSTANCE
12/03/22	FPD22-1648	DISPLAY FICTITIOUS LICENSE	TRAFFIC STOP
12/04/22	FPD22-1646	DRIVING WHILE INTOXICATED	TRAFFIC STOP
12/04/22	FPD22-1647	DRIVING WHILE INTOXICATED	SUSPICIOUS CIRCUMSTANCE
12/04/22	FPD22-1649	INCIDENT REPORT	FOUND PROPERTY
12/04/22	FPD22-1650	CITY WARRANT	WARRANT MUNICIPAL
12/04/22	FPD22-1651	FRAUD - GENERAL	FRAUD
12/04/22	FPD22-1652	POSS CS PG 1/1-B <1G; POSS CS	SUSPICIOUS CIRCUMSTANCE
12/04/22	FPD22-1653	ASSAULT CAUSES BODILY INJURY	ASSAULT
12/05/22	FPD22-1654	BURGLARY OF BUILDING	BURGLARY - HABITATION
12/05/22	FPD22-1655	FAIL TO REMAIN AND REPORT	ACCIDENT - HIT & RUN
12/05/22	FPD22-1658	CPS/APS REFERRAL	CPS RELATED INVESTIGATION
12/05/22	FPD22-1656	THEFT PROP <\$1500 2+ CONV ENH	CREDIT/DEBIT CARD ABUSE
12/05/22	FPD22-1657	OTHER JURISDICTION WARRANT	TRAFFIC STOP
12/06/22	FPD22-1659	INCIDENT REPORT	THEFT
12/06/22	FPD22-1660	THEFT PROP >=\$100<\$750	THEFT
12/07/22	FPD22-1661		ACCIDENT - FLEET
12/07/22	FPD22-1662	INCIDENT REPORT	SPEAK WITH OFFICER
12/07/22	FPD22-1663	THEFT OF FIREARM	THEFT
12/08/22	FPD22-1669		ANIMAL BITE
12/08/22	FPD22-1664	INCIDENT REPORT	FORGERY
12/08/22	FPD22-1665	OTHER JURISDICTION WARRANT	SUSPICIOUS VEHICLE
12/08/22	FPD22-1666	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
12/09/22	FPD22-1667	INCIDENT REPORT	ASSAULT
12/09/22	FPD22-1668	BURGLARY OF HABITATION	BURGLARY - HABITATION
12/09/22	FPD22-1671	INCIDENT REPORT	TERRORISTIC THREATS
12/09/22	FPD22-1670	THEFT PROP >=\$100<\$750	THEFT
12/09/22	FPD22-1672	INCIDENT REPORT	CIVIL STANDBY
12/09/22	FPD22-1673	THEFT PROP >=\$100<\$750	THEFT
12/09/22	FPD22-1674	FORGERY GOVT	FRAUD
12/09/22	FPD22-1675	PUBLIC INTOXICATION	SUSPICIOUS VEHICLE
12/09/22	FPD22-1676	THEFT-MAIL <=10 ADDRESSES	THEFT
12/09/22	FPD22-1677	OTHER JURISDICTION WARRANT	SUBJECT CONTACT
12/10/22	FPD22-1680	INCIDENT REPORT	SPEAK WITH OFFICER
12/11/22	FPD22-1678	ASSAULT CAUSES BODILY INJURY	ASSAULT

Reported	Case Number	Offenses	Description
12/11/22	FPD22-1679	PUBLIC INTOXICATION	BAR CHECK
12/11/22	FPD22-1681	INCIDENT REPORT	DISTURBANCE PHYSICAL
12/11/22	FPD22-1682	THEFT-MAIL <=10 ADDRESSES	THEFT
12/11/22	FPD22-1683	POSSESSION OF DRUG	TRAFFIC STOP
12/11/22	FPD22-1684	ASSAULT CAUSES BODILY INJURY	ASSAULT
12/12/22	FPD22-1685	INCIDENT REPORT	RUNAWAY
12/12/22	FPD22-1686	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
12/12/22	FPD22-1687	THEFT PROP >=\$100<\$750	SPEAK WITH OFFICER
12/12/22	FPD22-1688	INCIDENT REPORT	FOUND PROPERTY
12/12/22	FPD22-1689	INCIDENT REPORT	FOUND PROPERTY
12/12/22	FPD22-1690	THEFT CLASS C	THEFT
12/12/22	FPD22-1691	THEFT PROP >=\$100<\$750	THEFT
12/12/22	FPD22-1692	INCIDENT REPORT	SEXUAL OFFENSE
12/12/22	FPD22-1693	RESIST ARREST SEARCH OR	SUSPICIOUS CIRCUMSTANCE
12/12/22	FPD22-1694	INCIDENT REPORT	SEXUAL OFFENSE
12/13/22	FPD22-1695	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
12/13/22	FPD22-1696	BURGLARY OF BUILDING	BURGLARY - BUILDING
12/13/22	FPD22-1698	INCIDENT REPORT	TERRORISTIC THREATS
12/13/22	FPD22-1697	INCIDENT REPORT	MISCELLANEOUS
12/14/22	FPD22-1699	OTHER JURISDICTION WARRANT	TRAFFIC STOP
12/14/22	FPD22-1700	OTHER JURISDICTION WARRANT	ATTEMPT TO SERVE - WARRANT
12/14/22	FPD22-1701	CREDIT CARD OR DEBIT CARD	FRAUD
12/14/22	FPD22-1702	BURGLARY OF HABITATION	BURGLARY - HABITATION
12/14/22	FPD22-1703	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
12/14/22	FPD22-1704	ASSAULT BY PHYSICAL CONTACT	ASSAULT
12/14/22	FPD22-1705	POSSESSION OF TOBACCO	TRAFFIC STOP
12/15/22	FPD22-1706	ASSAULT BY PHYSICAL CONTACT;	CRIMINAL MISCHIEF
12/15/22	FPD22-1707	ALLOWING DOG TO RUN AT LARGE	ANIMAL CONTROL - GENERAL
12/15/22	FPD22-1708	THEFT PROP >=\$100<\$750	THEFT
12/15/22	FPD22-1710	INCIDENT REPORT	FRAUD
12/15/22	FPD22-1709	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
12/15/22	FPD22-1711	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
12/15/22	FPD22-1712		ANIMAL BITE
12/15/22	FPD22-1713	OTHER JURISDICTION WARRANT	TRAFFIC STOP
12/15/22	FPD22-1714	CPS/APS REFERRAL	ASSAULT
12/15/22	FPD22-1715	OTHER JURISDICTION WARRANT	WARRANT OTHER AGENCY
12/15/22	FPD22-1716	BURGLARY OF BUILDING	BURGLARY - BUILDING
12/16/22	FPD22-1717	OTHER JURISDICTION WARRANT;	TRAFFIC STOP
12/16/22	FPD22-1718	THEFT CLASS C	JUVENILE COMPLAINTS
12/16/22	FPD22-1719	CRIMINAL TRESPASS; RESIST	DISTURBANCE PHYSICAL
12/17/22	FPD22-1720	DRIVING WHILE INTOXICATED	TRAFFIC STOP
12/17/22	FPD22-1721	DRIVING WHILE INTOXICATED 3RD	SUSPICIOUS VEHICLE
12/17/22	FPD22-1722	TERRORISTIC THREAT	BOMB THREAT
12/17/22	FPD22-1723	ASSAULT BY PHYSICAL CONTACT	DISTURBANCE PHYSICAL
12/17/22	FPD22-1724	DRIVING WHILE INTOXICATED	DRIVING WHILE INTOXICATED
12/17/22	FPD22-1725	INCIDENT REPORT	ASSAULT
12/18/22	FPD22-1726	PUBLIC INTOXICATION	BAR CHECK

Reported	Case Number	Offenses	Description
12/18/22	FPD22-1727		REPORT DROPPED IN ERROR
12/18/22	FPD22-1728	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
12/18/22	FPD22-1729	AGG ASSAULT W/DEADLY	DISTURBANCE WEAPONS
12/19/22	FPD22-1730	INCIDENT REPORT	BURGLARY - MOTOR VEHICLE
12/19/22	FPD22-1731	INCIDENT REPORT	SUSPICIOUS SUBJECT
12/19/22	FPD22-1732	THEFT PROP >=\$2,500<\$30K	THEFT
12/20/22	FPD22-1733	PUBLIC INTOXICATION	PUBLIC INTOXICATION
12/20/22	FPD22-1734		MISCELLANEOUS
12/20/22	FPD22-1745	ASSAULT BY PHYSICAL CONTACT	HARASSMENT
12/20/22	FPD22-1735		MISCELLANEOUS
12/20/22	FPD22-1736		MISCELLANEOUS
12/20/22	FPD22-1737		MISCELLANEOUS
12/20/22	FPD22-1738		MISCELLANEOUS
12/20/22	FPD22-1739		MISCELLANEOUS
12/20/22	FPD22-1740		MISCELLANEOUS
12/20/22	FPD22-1741		MISCELLANEOUS
12/20/22	FPD22-1742		MISCELLANEOUS
12/20/22	FPD22-1743		MISCELLANEOUS
12/20/22	FPD22-1744		MISCELLANEOUS
12/20/22	FPD22-1746	THEFT PROP >=\$750<\$2,500	911 CALL
12/20/22	FPD22-1747	POSSESSION OF DRUG	UNWANTED SUBJECT
12/20/22	FPD22-1748	DISPLAY FICTITIOUS LICENSE	SUSPICIOUS VEHICLE
12/20/22	FPD22-1749	AGG ASSAULT W/DEADLY	BURGLARY - HABITATION
12/21/22	FPD22-1750	INCIDENT REPORT	SEXUAL OFFENSE
12/21/22	FPD22-1751	INCIDENT REPORT	FOUND PROPERTY
12/21/22	FPD22-1752		MISCELLANEOUS
12/21/22	FPD22-1753	INCIDENT REPORT	DISTURBANCE PHYSICAL
12/21/22	FPD22-1754	OTHER JURISDICTION WARRANT	TRAFFIC STOP
12/22/22	FPD22-1755	INCIDENT REPORT	DISTURBANCE PHYSICAL
12/22/22	FPD22-1758	CITY WARRANT	WARRANT MUNICIPAL
12/22/22	FPD22-1756	POSSESSION OF DRUG	SUSPICIOUS CIRCUMSTANCE
12/22/22	FPD22-1757	POSSESSION OF DRUG	SUSPICIOUS CIRCUMSTANCE
12/22/22	FPD22-1760	INCIDENT REPORT	FOUND PROPERTY
12/22/22	FPD22-1759		SEX OFFENDER REGISTRATION
12/22/22	FPD22-1761	FRAUD USE POSS OF IDENTIFYING	FRAUD
12/22/22	FPD22-1762	BURGLARY OF BUILDING	BURGLARY - BUILDING
12/22/22	FPD22-1763	ACCIDENT INVOLVING DAMAGE TO	ACCIDENT - HIT & RUN
12/23/22	FPD22-1764	ASSAULT CAUSES BODILY INJURY	TERRORISTIC THREATS
12/23/22	FPD22-1765	INCIDENT REPORT	RECOVER STOLEN PROPERTY
12/23/22	FPD22-1766	UNLAWFUL RESTRAINT OF DOG	ANIMAL CONTROL - GENERAL
12/24/22	FPD22-1767	DRIVING WHILE INTOXICATED BAC	TRAFFIC STOP
12/24/22	FPD22-1768	DRIVING WHILE INTOXICATED	TRAFFIC STOP
12/24/22	FPD22-1769	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
12/25/22	FPD22-1770	INCIDENT REPORT	FIRE CALL
12/25/22	FPD22-1771	THEFT PROP >=\$100<\$750	THEFT
12/25/22	FPD22-1772	DEATH INVESTIGATION	ACCIDENT - MAJOR
12/26/22	FPD22-1773	CRIMINAL MISCHIEF >=\$750<\$2,500	CRIMINAL MISCHIEF

Reported	Case Number	Offenses	Description
12/26/22	FPD22-1774	ACCIDENT INVOLVING DAMAGE TO	ACCIDENT - HIT & RUN
12/26/22	FPD22-1775	OTHER JURISDICTION WARRANT	TRAFFIC STOP
12/27/22	FPD22-1776	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
12/27/22	FPD22-1777	UNAUTH USE OF VEHICLE	UNAUTH USE OF A VEHICLE
12/27/22	FPD22-1778	INCIDENT REPORT	SPEAK WITH OFFICER
12/27/22	FPD22-1779	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
12/27/22	FPD22-1780	ASSAULT CAUSES BODILY INJURY	DISTURBANCE VERBAL
12/27/22	FPD22-1782	INCIDENT REPORT	FOUND PROPERTY
12/27/22	FPD22-1781	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
12/27/22	FPD22-1783	PUBLIC INTOXICATION	SUSPICIOUS CIRCUMSTANCE
12/27/22	FPD22-1784	INCIDENT REPORT	SPEAK WITH OFFICER
12/28/22	FPD22-1785	PUBLIC INTOXICATION	TRAFFIC STOP
12/28/22	FPD22-1786	CITY WARRANT	WARRANT MUNICIPAL
12/28/22	FPD22-1787	CAPIAS WARRANT	WARRANT MUNICIPAL
12/28/22	FPD22-1788	PUBLIC INTOXICATION	MISCELLANEOUS
12/29/22	FPD22-1789	ASSAULT CAUSES BODILY INJURY	ASSAULT
12/29/22	FPD22-1790	INCIDENT REPORT	SPEAK WITH OFFICER
12/29/22	FPD22-1791	INCIDENT REPORT	HOSPICE DEATH
12/29/22	FPD22-1792	VIOL OF PROTECTIVE ORDER	SPEAK WITH OFFICER
12/30/22	FPD22-1793	DRIVING WHILE INTOXICATED;	TRAFFIC STOP
12/30/22	FPD22-1794	DRIVING WHILE INTOXICATED	ACCIDENT - MINOR
12/30/22	FPD22-1795	CRIMINAL MISCHIEF >=\$750<\$2,500	CRIMINAL MISCHIEF
12/30/22	FPD22-1796	POSS CS PG 3 < 28G; CITY	RECKLESS DRIVER
12/30/22	FPD22-1797	ASSAULT BY PHYSICAL CONTACT	DISTURBANCE PHYSICAL
12/30/22	FPD22-1798		REPORT DROPPED IN ERROR
12/30/22	FPD22-1799	INCIDENT REPORT	SPEAK WITH OFFICER
12/30/22	FPD22-1800		CRIMINAL MISCHIEF
12/30/22	FPD22-1801	FRAUD - GENERAL	THEFT
12/30/22	FPD22-1802	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
12/31/22	FPD22-1803	PUBLIC INTOXICATION	BAR CHECK
12/31/22	FPD22-1804	PUBLIC INTOXICATION	MISCELLANEOUS
12/31/22	FPD22-1805	INCIDENT REPORT	ASSAULT
12/31/22	FPD22-1806	POSS CS PG 3 < 28G; UNL	SUSPICIOUS SUBJECT
12/31/22	FPD22-1807	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
12/31/22	FPD22-1808	CRIMINAL MISCHIEF >=\$750<\$2,500	ACCIDENT - HIT & RUN
12/31/22	FPD22-1809	INCIDENT REPORT	SEXUAL OFFENSE
12/31/22	FPD22-1810		REPORT DROPPED IN ERROR
12/31/22	FPD22-1811	RESIST ARREST SEARCH OR	SUSPICIOUS CIRCUMSTANCE
12/31/22	FPD22-1812	CRIMINAL MISCHIEF >=\$100<\$750	BURGLARY - BUILDING

Total Records: 176

Freeport Police Department

Monthly Traffic Stops CC

Printed on January 10, 2023

Descriptions	Totals	
Advice Given	1	1
Arrest	20	20
Arrest; Report Taken	2	2
Arrest; Vehicle Towed	8	8
Assistance Provided; Handled By Officer / Deputy	2	2
Citation Issued	50	50
Citation Issued ; Arrest	4	4
Citation Issued ; Arrest; Transport Made/Escort Given	2	2
CVE - No Violation	9	9
Handled By Officer / Deputy	1	1
Written Warning Issued	102	102
Totals	201	201

Property & GIS Monthly Report

December 2022

Property:

- Lien Calculations/Payoff Preparations/Releases – Collected: \$ 0.00
- Brazoria County Tax Office – Tax Certificates (7)
- Brazoria County Clerk – File Liens (1) & Replats (5)
- Appraisal District – Acreage Discrepancies

Information Technology:

- Update website
- Update social media

GIS:

- Update ownership data
- Water/Sewer Mapping
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests

Projects:

- Surplus Auction 100%
 - Sold almost \$80,000 in auction
 - Items still to be removed – working with buyer
- Illumination Street Lights 100%
 - Continuing correspondence with Centerpoint for correct placement of council approved light locations

DPW
Monthly Report
January 2023



DPW Monthly Report January 2023

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DPW Monthly Report January 2023

Description

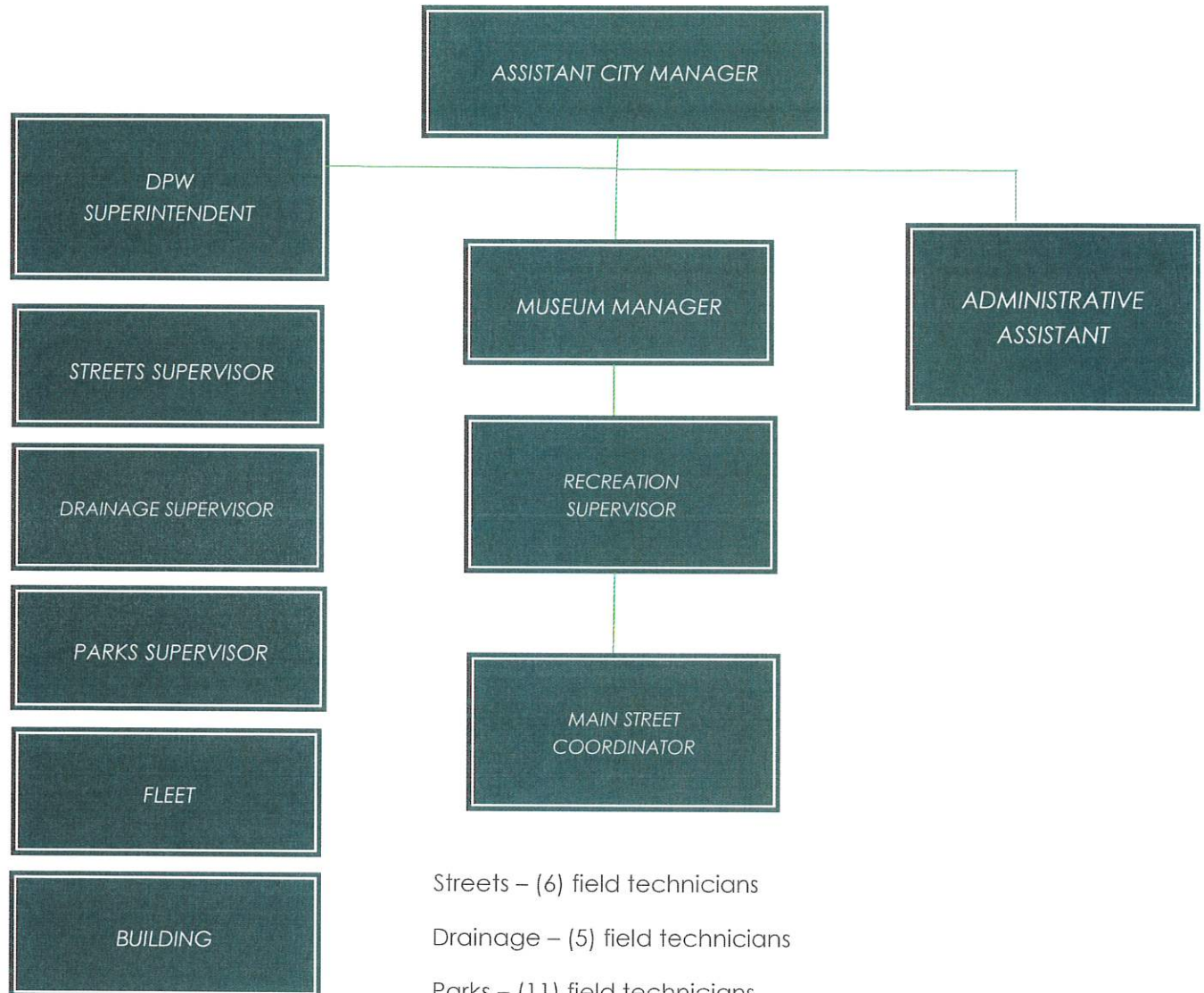
The DPW is administered by the Assistant City Manager. It is the responsibility of the department to successfully manage the City of Freeport infrastructure systems, City owned facilities, equipment, fleet, recreation and museum.

The department's mission and primary function is to provide a superior public service. In order to meet this goal, the operating function responsibilities of the department are assigned to eight groups. Each group is under the direction of a supervisor whose responsibilities include quality inspection, workload scheduling, contract management, and customer service. Each supervisor is responsible for coordinating the personnel and equipment resources of their respective divisions.

- Administration Division: under the Direction of the Assistant City Manager, this division manages the public works office, customer service, scheduling, reporting and public communication.
- Streets Division: Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.
- Drainage Division: Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.
- Parks Division: Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.
- Fleet Division: Under the direction of the Assistant City Manager, this division is responsible for all repairs and maintenance of the city's Fleet
- Building Maintenance Division: Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.
- Recreation Division: Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs
- Museum Division: Under the Museum Manager, this division provides services to the community through museum, events and programs.

DPW Monthly Report January 2023

DPW Organizational Chart



Streets – (6) field technicians

Drainage – (5) field technicians

Parks – (11) field technicians

Fleet – (1) mechanic technician

Building – (1) lead technician

Museum – (1) assistant

Recreation – (1) event coordinator, (3) PT, (16) lifeguards

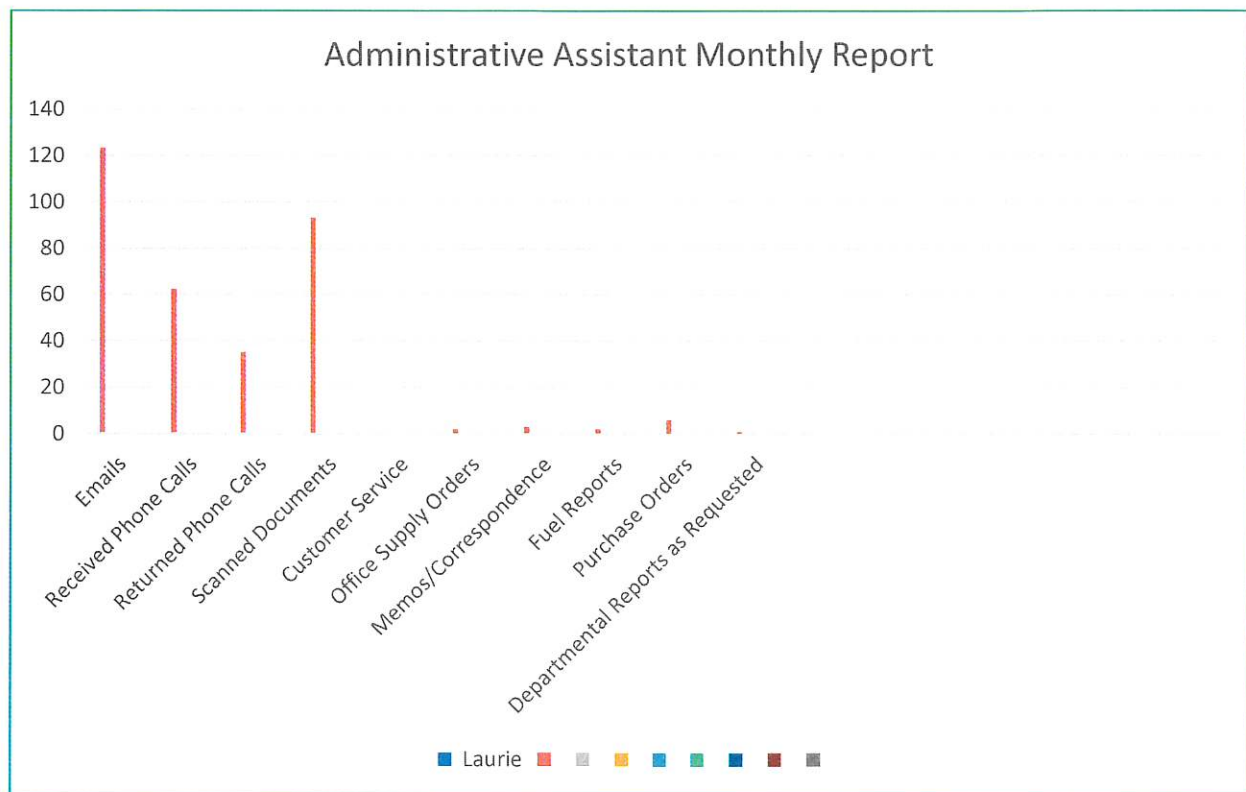
DPW Monthly Report January 2023

Administration Division:

under the Direction of the Assistant City Manager, this division manages the public works office, customer service, scheduling, reporting and public communication

Key Highlights This Month:

- Fuel Reporting
- New fuel contract with Suncoast



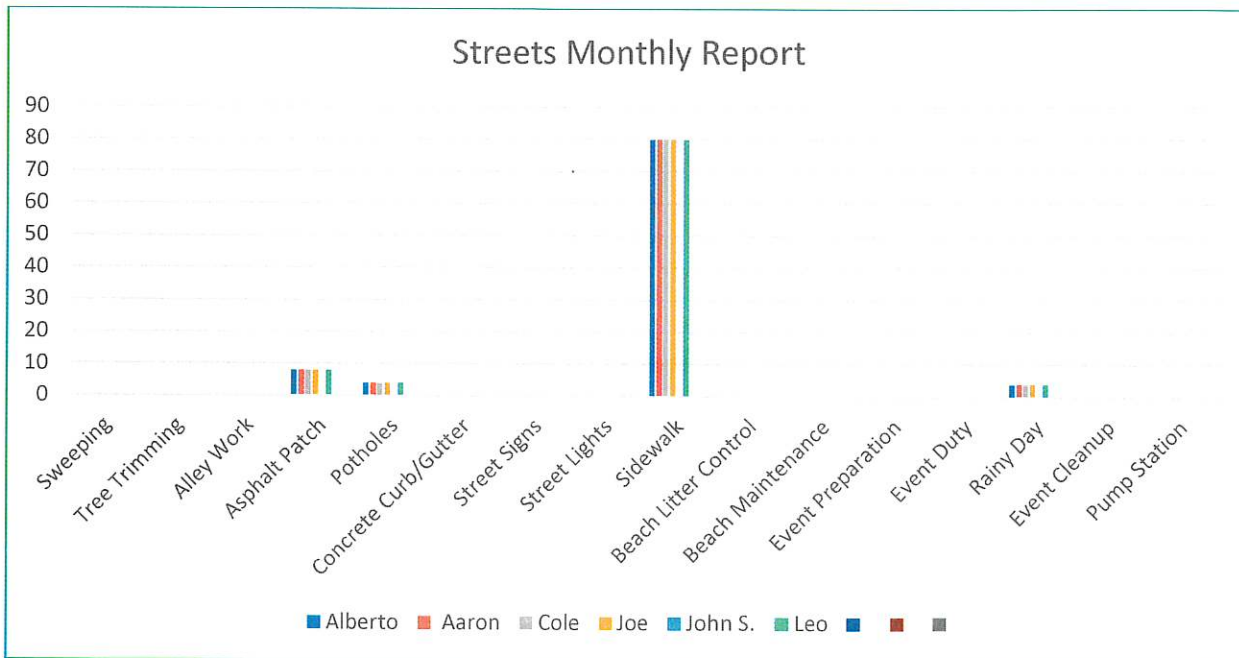
DPW Monthly Report January 2023

Streets Division:

Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.

Key Highlights This Month:

- Completed Avenue D sections of sidewalk replacement program
- Completed Acacia Circle Sections of sidewalk replacement program
- Potholes Citywide



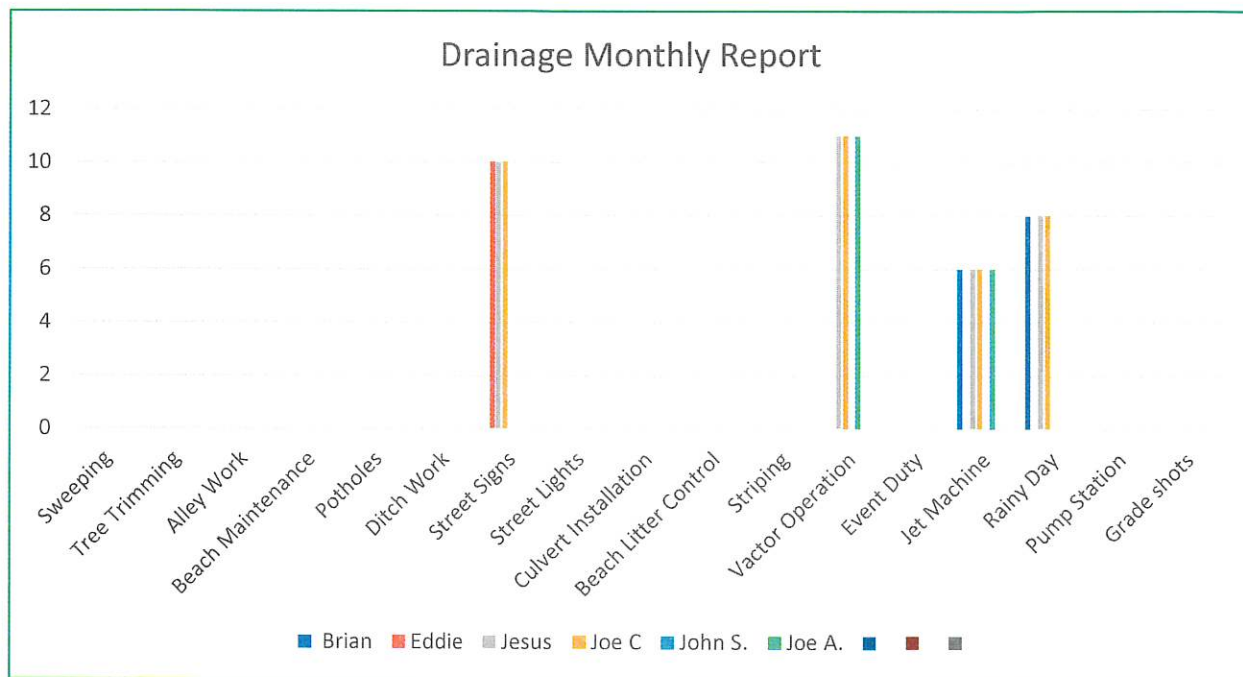
DPW Monthly Report January 2023

Drainage Division:

Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.

Key Highlights This Month:

- c/o 10 stop signs
- Weed control drainage ditches
- Storm water preventative maintenance on inlets

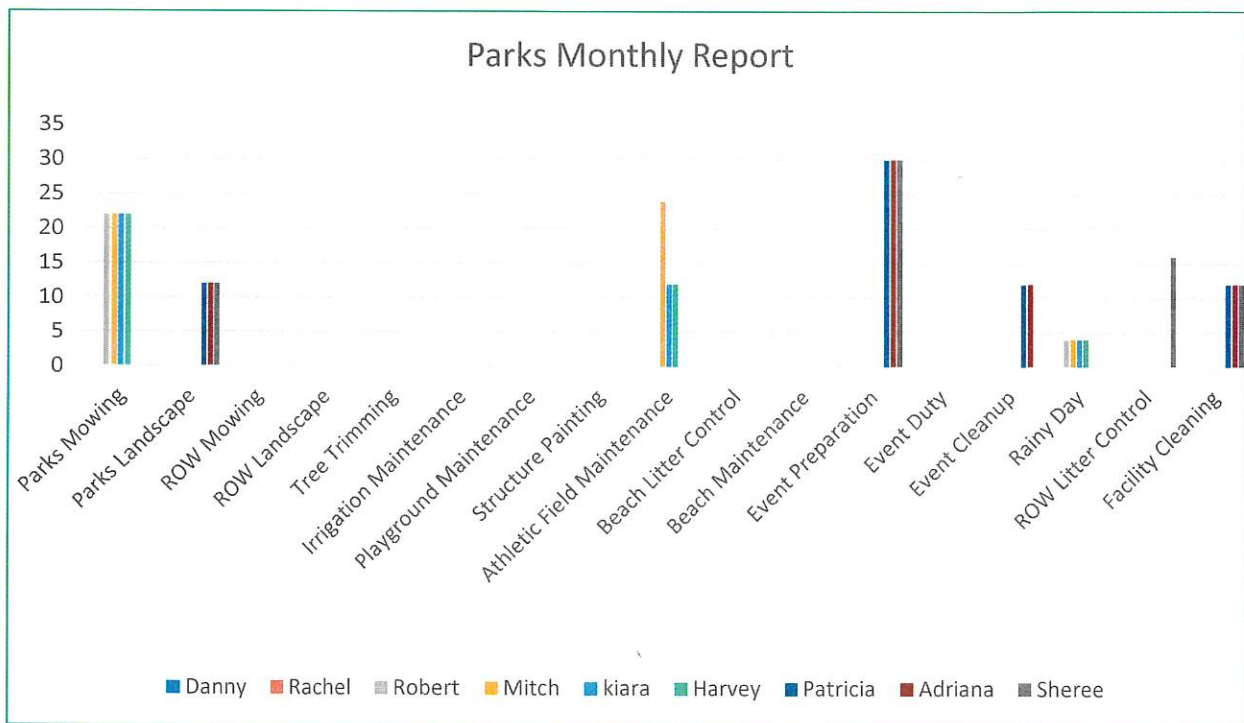


DPW Monthly Report January 2023

Parks Division:

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

- Remove Christmas lights citywide
- Park Maintenance (9)
- Athletic Field Maintenance (5)



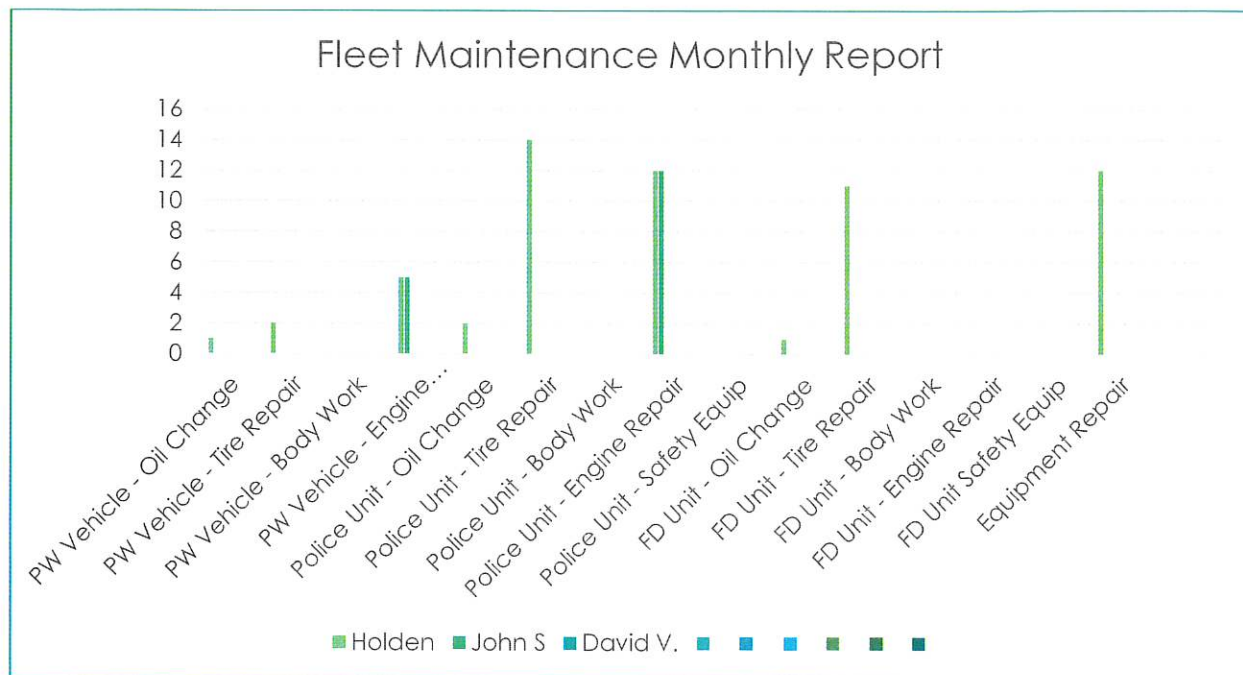
DPW Monthly Report January 2023

Fleet Division:

Under the direction of the Assistant City Manager, this division is responsible for all repairs and maintenance of the city's Fleet

Key Highlights This Month:

- Repair fuel tank on PD unit #18
- Replace brakes/rotors on PW Unit 575-09
- Preventative maintenance on heavy equipment



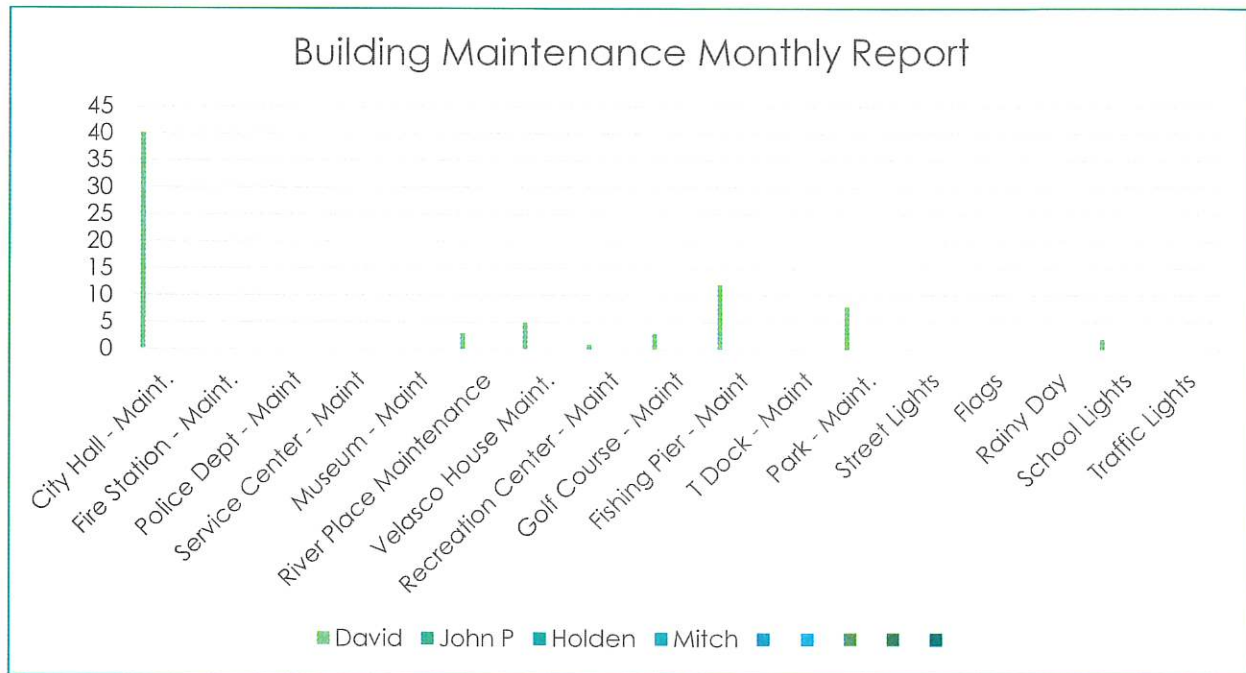
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Building Maintenance Division:

Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.

Key Highlights This Month:

- Repair fishing pier lighting
- Repair water leak on EDC building
- Work on boiler at city hall



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Recreation Division:

Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs

- Senior day & Commissions Meeting – December 19th (every 3rd Monday of the Month)
- Staff Update: we are currently looking for one (1) PT attendant
- Current Programming: Zumba class is held 8:30 – 9:30 a.m. on Mon., Wed. and Saturdays and from 6:00 – 7:00 p.m. Mon., Wed., and Fridays.
- Daddy / Daughter Dance is February 17th 6 p.m. to 8:30 p.m.

Facebook Data:

- December 2022 – 3,253 people like the Freeport Recreation Page
- December 2022 – 3,406 people follow the Freeport Recreation Page

Revenue:

- Adult Daily Pass \$250.00
- Child Daily Pass \$76.00
- Senior Daily Pass \$18.00
- Student Daily Pass \$96.00

Attendance:

- | | | |
|---------------------------------|----------|----|
| • Monthly Membership Family | \$90.00 | 89 |
| • Monthly Membership Individual | \$420.00 | 17 |
| • Monthly Membership Senior | \$90.00 | 10 |
| • Monthly Memberships Youth | \$10.00 | 3 |
| • City Employees | | 13 |

Recreation:

- | | |
|---|------------|
| • No. hrs. sports field used | 0 |
| • Facility rental revenue | \$3,227.00 |
| • Total No. hrs. of use for non-revenue rentals | 32 hrs. |
| • Facility rentals | 8 |
| • Sports field rentals | 0 |
| • Total No. of contract classes | 14 |
| • No. of events co-sponsored by department | 4 |
| • No. of non-profit services at park facilities at no cost for rental | 4 |

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Museum Division:

Under the Museum Manager, this division provides services to the community through museum, events and programs.

• Total No. of volunteers	10
• No. of visitors	159
• Museum projects improved	1
• No. of hrs. theatre used	168
• No. of programs offered	1
• No. of events co-sponsored	1
• No. of non-profit organizations	0

Hosted the Historic Downtown Holiday Market, and working on the Slavery in Brazoria County Exhibit which opens February 1st.

Museum programs for 2023:

- Freeport History Day
- Slavery in Brazoria County
- Dinosaur George
- Shark Exhibit
- Fort Velasco Day

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Freeport Main Street:

Under Direction of the Main Street Coordinator, this division is responsible for revitalizing and historically preserving the downtown area to foster an environment to celebrate our rich history and diversity which offers economic, social and cultural opportunities.

Events Attended:

Holiday on the Brazos

Brazoria County Hispanic Chamber of Commerce Business Posada

Meetings Attended:

Freeport Historical Commission and Main Street Advisory Board

Freeport EDC meeting

Ms. Silbas, attended the Lake Jackson Roundtable to promote the Freeport Main Street and continue the work of building relationships with other community organizations and leaders.

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Capital Improvement Project Updates:

Project	Status	Estimated Cost	% Spent
Fund 67 – 2021 CO Bond Fund			
Lift Station 3,4 and 14 Rehabilitation	Pumps ordered completion 3/16/23	\$1,735,713.00	10%
FM 1495 Water Line Relocation	AFA agreement signed. TXDOT awarded	\$395,476.84	100%
Ph I SSOI Engineering	Underway	\$317,463.62	100%
Sanitary Sewer Collection GLO	Enviro complete, Eng. 90%, Bid Dec 23	\$59,316.26	0%
WW Treatment Plant Grant Match	Eng./Environmental underway, Bid Mar. 23	\$60,520.00	0%
Ave H sewer line replacement Grant Match	Pipe installed/cleanup underway	\$42,375.00	95%
WWTP Improvements	CC approved task auth. For F&N Eng.	\$1,928,630.00	20%
Sewer line replacement SSOI	CCTV & Manhole Inspections Underway	\$460,505.28	0%
Total Fund 67 – 2021 CO Bond Fund		\$5,000,000.00	
Fund 66 – 2020 CO Bond Fund			
Streets & Drainage Projects	Status	Estimated Cost	% Spent
2019-2020 Asphalt Interlocal	Complete	\$135,358.40	100%
2020-2021 Asphalt Interlocal	Complete	\$382,973.00	100%
2020-2021 W/WW Relocation	Complete	\$230,704.84	100%
2021-2022 Asphalt Interlocal	Complete minus (Alley 8 th /9 th)	\$382,973.00	80%
2021-2022 Alley WW line replacement	Anticipated completion Dec2022	\$117,000.00	0%
2022 Phase I Concrete Roads	Under Construction (Dec 2022)	\$2,381,309.43	80%
2022 Phase I Engineering	Construction Phase	\$320,130.00	90%
2022-2023 Phase II Concrete Roads	Contract awarded	\$1,933,463.73	0%
2022-2023 Phase II Engineering	Complete bid awarded (inspection rem.)	\$426,380.00	90%
Velasco Pump Station Improvements	Complete	\$316,707.00	100%
Heritage House Renovations	On Hold	\$375,000.00	0%
City Hall Renovations	On Hold	\$998,000.00	10%
Total Fund 66 – 2020 CO Bond Fund		\$8,000,000.00	

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Fund 14 – Streets & Drainage Funds

Project	Status	Estimated Cost	% Spent
Road Failure (RR Crossing)	Complete	\$49,000.00	100%
2022-2023 Asphalt Interlocal	Waiting approval by CC	\$446,041.00	0%
T Dock Entry Road Imp.	Waiting approval by CC	\$150,000.00	0%
Streets & Drainage Project	To Be Determined	\$759,000.00	0%
2022-2023 Phase II Concrete Roads	Contract Awarded	\$1,619,131.00	0%
Total Fund 14 – Streets & Drainage Fund		\$3,023,172.00	

Fund 21 – Facilities & Grounds CIP

Project	Status	Estimated Cost	% Spent
City Hall Renovations	proposal w/reduced scope	\$750,000.00	0%
Museum Façade	on hold	\$100,000.00	0%
Temp Modular building	To be bid	\$426,095.00	0%
FS1 Driveway	To be quoted	\$10,000.00	0%
Prelim. Architectural study FS1	has been authorized	\$20,000.00	0%
Radio Antenna repairs Fire	Repair started	\$11,665.00	50%
Greens resurfacing	To be bid	\$150,000.00	0%
Cart Path Repair	2023 completion	\$10,000.00	0%
Prelim Architectural study Golf club house	waiting approval	\$30,000.00	0%
Jail facility renovation	To be bid	\$115,000.00	0%
Replacement of electric main PD	To be quoted	\$20,000.00	0%
PD Police dept Parking lot imp.	To be quoted	\$20,000.00	0%
Landing repairs	on hold (public hearing)	\$65,000.00	0%
Service Center exterior	CC approval Nov 21 st	\$60,000.00	80%
Riverside Parking Lot	CC approval Nov 21 st	\$85,000.00	100%
Velasco House renovations	CC approval Nov 21 st	\$70,000.00	100%
Recreation Center Parking Lot	CC approval Nov 21 st	\$70,000.00	0%
Library Window Replacement	under construction (2wks)	\$43,000.00	50%
Total Fund 21 – Facilities & Grounds		\$2,170,760.00	

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Fund 22 – Vehicle & Replacement Fund

Unit	Status	Estimated Cost	% Spent
2) Ambulances	Ordered	\$600,000.00	20%
Replace fire equipment – grant funds	Ordered	\$131,013.00	90%
Equipment new reserve firefighters	To be quoted	\$12,000.00	0%
SORT Unit Replacement	Grant Funding (find)	\$400,000.00	0%
Knox boxes and mounts	To be quoted	\$15,000.00	0%
Furnishings/appliances FS2	To be quoted	\$30,000.00	0%
Tee box mower – Golf	Ordered	\$35,893.00	0%
Fairway mower – Golf	Ordered	\$75,356.05	0%
(2) Trucks – Codes	To be bid	\$80,000.00	0%
Recreation Center Equipment	To be quoted	\$10,000.00	0%
Vehicle replacement – Police	To be bid	\$292,748.00	0%
Generator – Police	grant awarded on order	\$60,000.00	20%
Body Camera Video Storage	To be quoted	\$16,000.00	0%
One Ton Dump Truck	Completed	\$90,000.00	85%
SCADA for stormwater stations	To be quoted	\$60,000.00	0%
Zero Turn Mower	Completed	\$18,000.00	100%
Generators	Applied for grants for 1,020,000	\$60,000.00	0%

Total Fund 22 – Vehicle & Equipment Replacement \$1,986,010.05

Fund 23 – Technology Fund

Project	Status	Estimated Cost	% Spent
Server Replacement/Network Upgrade – PD	ordered	\$85,000.00	0%
Access Control Panel	ordered	\$23,645.87	0%

Total Fund 23 – Technology Fund \$108,645.47

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Grant Funded Projects

Project	Status	Est. Cost	% Spent
CDBG MIT HUD – WW Collection System SSOI	Env. Complete, Eng. 90%, Bid Dec 22	\$5,931,626.00	5%
CDGB MIT Harvey – WWTP Improvements	Bid Mar 2023	\$5,991,468.00	0%
CDBG Bar Screen Replacement	Complete	\$193,271.00	10%
CDBG Avenue H WW line Replacement	Complete (clean up)	\$260,000.00	0%
FEMA River Bank Erosion Project	asked for extension	\$285,793.00	0%
Total Grant Funded Projects		\$12,662,158.00	

Other Projects

In code migration Project	Financial/Utility billing complete	\$208,000.00	90%
Citizen Serve	Contract awarded implementation started	\$59,896.91	0%
Total Other Projects		\$267,896.91	