



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, MAY 15, 2023 at 6:00 P.M.**

Mayor:

Brooks Bass

Council Members:

Jeff Pena
Jerry Cain
Mario Muraira
Winston Rossow

City Manager:

Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 15TH DAY OF MAY, 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)

1. Consideration and possible action approving Ordinance 2023-2694, Canvassing the returns and declaring the results of the May 6, 2023 Election for City Council Ward A and C and Special Election for Proposition for Park Land Transfer and Development, signing the required affidavit, and administering the oath for the successful candidates. **(Wells)**

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.

2. Presentation of Employee of the Month for the Month of April 2023. **(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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.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 May 1, 2023. **(Wells)**
4. Consideration and possible action approving Resolution No. 2023-2792, amendment to the City Personnel Policy Handbook for the Meal and Break Time. **(Fisher)**

COUNCIL BUSINESS – REGULAR SESSION:

5. Consideration and possible action awarding the contract for the Sanitary Sewer Rehabilitation for the CDBG-Mitigation 2016 HUD Contract #22-082-013-D213 to Texas Pride in the amount of \$4,721,372. **(Ezell)**
6. Consideration and possible action approving Administrative Service Agreement between the City of Freeport and Freeport Economic Development. **(Kelty)**
7. Consideration and possible action on approval of letter of intent with Maddox Properties, LLC for residential development near Skinner St. **(Kelty)**
8. Consideration and possible action approving Resolution No. 2023-2793, a resolution supporting the city of Freeport's application to TXDOT for their 2023 Transportation Alternatives Set-Aside call for projects. **(Kelty)**
9. Consideration and possible action approving Ordinance No. 2023-2695, establishing limits for campaign signs for City owned property. **(Kelty)**
10. Consideration and possible action authorizing reimbursement to BISD for demolition cost for OA Fleming. **(Kelty)**

WORK SESSION:

11. **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 Matamoros Ward C announcements and comments.
- E. Councilman Rossow Ward D announcements and comments.
- F. City Manager Tim Kelty announcements and comments.
- G. Updates on current infrastructure.
- H. Update on reports / concerns from Department heads.

CLOSED SESSION:

- 12. Executive Session regarding a.) (Consultation with Attorney) Pending Litigation
 - a. Port of Freeport potential Condemnation of the East End
 - b. Jeff Pena v. The Board of Adjustments for the City of Freeport, in accordance with Texas Government Code Annotated, Chapter 551, Section 551.071.

COUNCIL BUSINESS – REGULAR SESSION:

- 13. Take any action resulting from Executive Session.

ADJOURNMENT:

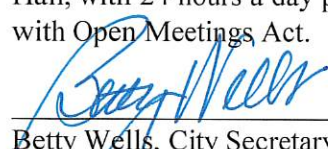
- 14. Adjourn.

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





City Council Agenda Item # 1

Title: Consideration of approving Ordinance No. 2023-2694, canvassing the returns and declaring the results of the May 6, 2023 election for City Council Wards A and C, Special Election for Proposition A for Park Land Transfer and Development, and signing the required affidavit and authorizing the administration of the Oath of Office by the successful candidates.

Date: May 15, 2023

From: Betty Wells, City Secretary

Staff Recommendation: Staff recommends the approval of Ordinance No. 2023-2694, canvassing the returns and declaring the results of the May 6, 2023 Election, election for City Council Wards A and C, and Special Election for Proposition for Park Land Transfer and Development.

Item Summary: This ordinance declares that the election was legally conducted and certifies the results. in Ward A and C, it declares that Jeff Pena, Ward A and George Matamoros, Ward C received a majority of votes and will take the Oath of Office to become the elected Councilmen for Wards A and C. Proposition A for Park Land Transfer and Development, the majority of votes cast were for Proposition A, and passed.

Background Information: Annually the votes are canvassed from the Municipal Election by the City Council prior to being declared final.

Special Considerations: NA

Financial Impact: We have currently paid a deposit with Brazoria County as part of our interlocal agreement for the election.

Board or 3rd Party recommendation: NA

Supporting Documentation:

Ordinance

Brazoria County Elections Department Unofficial Results.

ORDINANCE NO. 2023-2694

AN ORDINANCE OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS, MAKING CERTAIN FINDINGS OF FACT REGARDING, CANVASSING THE RETURNS AND DECLARING THE RESULT OF THE GENERAL AND SPECIAL ELECTIONS HELD ON THE FIRST SATURDAY IN MAY, 2023, BEING MAY 6, 2023 FOR WARD A, WARD C AND PROPOSITION A, RESPECTFULLY, OF SAID CITY, FOR THE PURPOSE OF ELECTING, A COUNCIL MEMBER FOR WARD A AND WARD C, AND VOTING FOR OR AGAINST CITY OF FREEPORT PROPOSITION A; PROVIDING FOR RATIFICATION AND CONFIRMATION OF THE ACTION TAKEN BY THIS ORDINANCE BY THE MAYOR OF SAID CITY; AND PROVIDING AN EFFECTIVE DATE FOR THIS ORDINANCE

WHEREAS, the City of Freeport, Texas (the "City") on February 6, 2023, ordered that a General and Special Election (the "Election") be held within the City on May 6, 2023, by Election Order, for the purpose of electing a Council Member for Ward A and for Ward C, and voting for or against Freeport Proposition A; and

WHEREAS, upon the consideration of the returns of the General and Special Elections, it is hereby found and determined that the same was held in accordance with the authorized proceedings and was in all respects legally held after due notice had been given, and the returns duly and legally made, along with other instruments; and

WHEREAS, the official returns, including returns of early voting ballots cast, of the presiding judges of the General and Special Elections have been presented and delivered; and the City Council acting in capacity as the Canvassing Board, met on May 15, 2023, and duly canvassed such returns in accordance with the law; and

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

SECTION 1. INCORPORATION OF PREAMBLE. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, and are adopted by the City Council as part of its legislative findings.

SECTION 2. ELECTION PROPERLY ORDERED AND HELD. The City Council, having canvassed the returns of said General and Special Elections and all election procedures heretofore occurring, finds the election was duly and properly ordered; that due and proper notice of the election was given; that the election was in all respects regularly and lawfully held, and that said returns thereof have been duly and legally made as presented herein.

SECTION 3. CONFIRMATION OF VOTE TABULATION. The City Council officially finds and determines that only qualified resident voters of the City were allowed to vote at the General and Special Elections, and that the canvass of the votes cast in said General and Special Elections and returns thereof were made in accordance with the law. Further, the City Council

officially finds that the returns of the General and Special Elections, including the returns of the early voting ballots, duly and legally made, are as follows and has determined that the General Election candidates for Council Members for Ward A and Ward C, and the Special Election for Proposition A have received the following votes:

Ward A

Name of Candidate	Absentee Votes	Total Number of Early Votes	Total Number of Votes Received on Election Day	Total Number of Votes Received
Jack Bullman	0	35	12	47
Jeff Pena	0	35	33	68
David McGinty	0	11	8	19

Ward C

Name of Candidate	Absentee Votes	Total Number of Early Votes	Total Number of Votes Received on Election Day	Total Number of Votes Received
Mario Muraira	0	30	13	43
George Matamoros	0	72	29	101

Proposition A

Choice	Absentee Votes	Total Number of Early Votes	Total Number of Votes Received on Election Day	Total Number of Votes Received
For	1	212	97	310
Against	0	46	18	64

SECTION 4. CANVASS. The City Council, acting as the canvassing board of the General Election for Ward A and Ward C on the City Council, and the Special Election for Proposition A, has verified that figures on the tally sheets above correspond to the figures on the returns and at the General and Special Elections held on May 6, 2023.

SECTION 5. DECLARING THE RESULTS OF SPECIAL ELECTION. The Mayor and City Council of the City of Freeport, Texas, hereby declare and ordain, respectively, that, in the

General Election for Ward A, Jeff Pena received a majority of the votes cast and has been elected to Council Position Ward A, in the General Election for Ward C, George Matamoros received a majority of the votes cast and has been elected to Council Position Ward C, and in the Special Election for Proposition A, the majority of votes cast were For the Proposition, therefore such Proposition is hereby found to have passed.

SECTION 6. QUALIFICATIONS. Upon filing the signed statement and taking the Constitutional Oath of Office as required by Article 16, Section 1 of the Texas Constitution Jeff Pena and George Matamoros have been elected to Council Position Ward A and Ward C, respectfully, both ending May 2026.

SECTION 7. RATIFICATION AND CONFIRMATION BY MAYOR. By signing this ordinance, the undersigned Mayor of the City of Freeport, Texas hereby ratifies and confirms as his action all matters herein above recited which by law come within his jurisdiction.

SECTION 8. EFFECTIVE DATE. This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this 15th day of May, 2023.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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

**City of Freeport Cumulative
Report**

2023-05-06 Joint Local Election

Run Time 3:13 PM

Run Date 05/12/2023

Brazoria County

Joint Local Election

5/6/2023

Page 1

Unofficial Results**Registered Voters**

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

Councilmember, Ward A

Choice	Party	Absentee		Early Voting		Election Day		Total	
Jack Bullman		0	0.00%	35	43.21%	12	22.64%	47	35.07%
Jeff Peña		0	0.00%	35	43.21%	33	62.26%	68	50.75%
David McGinty		0	0.00%	11	13.58%	8	15.09%	19	14.18%
Cast Votes:		0	0.00%	81	100.00%	53	100.00%	134	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Councilmember, Ward C

Choice	Party	Absentee		Early Voting		Election Day		Total	
Mario Muraia		0	0.00%	30	29.41%	13	30.95%	43	29.86%
George Matamoros		0	0.00%	72	70.59%	29	69.05%	101	70.14%
Cast Votes:		0	0.00%	102	100.00%	42	100.00%	144	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Freeport Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		1	100.00%	212	82.17%	97	84.35%	310	82.89%
Against		0	0.00%	46	17.83%	18	15.65%	64	17.11%
Cast Votes:		1	100.00%	258	100.00%	115	100.00%	374	100.00%
Undervotes:		0		12		8		20	
Overvotes:		0		0		0		0	

*** End of report ***

**City of Freeport Precinct
Report**

2023-05-06 Joint Local Election

Run Time 3:14 PM

Run Date 05/12/2023

Brazoria County

Joint Local Election

5/6/2023

Page 1

Unofficial Results**Registered Voters**

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

7

147 of 2,219 registered voters = 6.62%

Councilmember, Ward C

Choice	Party	Absentee		Early Voting		Election Day		Total	
Mario Muraira		0	0.00%	23	27.06%	12	29.27%	35	27.78%
George Matamoros		0	0.00%	62	72.94%	29	70.73%	91	72.22%
Cast Votes:		0	0.00%	85	100.00%	41	100.00%	126	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Freeport Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		0	0.00%	76	82.61%	38	88.37%	114	84.44%
Against		0	0.00%	16	17.39%	5	11.63%	21	15.56%
Cast Votes:		0	0.00%	92	100.00%	43	100.00%	135	100.00%
Undervotes:		0		8		4		12	
Overvotes:		0		0		0		0	

City of Freeport Precinct Report

2023-05-06 Joint Local Election

Run Time 3:14 PM
Run Date 05/12/2023

Brazoria County

Joint Local Election

5/6/2023
Page 2

Unofficial Results

Registered Voters
394 of 5273 = 7.47%

Precincts Reporting
4 of 4 = 100.00%

828 of 148 registered voters = 18.92%

City of Freeport Proposition A									
Choice		Party		Absentee		Early Voting		Election Day	
For				0	0.00%	19	86.36%	6	100.00%
Against				0	0.00%	3	13.64%	0	0.00%
		Cast Votes:		0	0.00%	22	100.00%	6	100.00%
		Undervotes:		0		0		0	
		Overvotes:		0		0		0	

**City of Freeport Precinct
Report**

2023-05-06 Joint Local Election

Run Time 3:14 PM
Run Date 05/12/2023**Brazoria County**

Joint Local Election

5/6/2023

Page 3

Unofficial Results**Registered Voters**

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

17

219 of 2,894 registered voters = 7.57%

Councilmember, Ward A

Choice	Party	Absentee		Early Voting		Election Day		Total	
Jack Bullman		0	0.00%	35	43.21%	12	22.64%	47	35.07%
Jeff Peña		0	0.00%	35	43.21%	33	62.26%	68	50.75%
David McGinty		0	0.00%	11	13.58%	8	15.09%	19	14.18%
Cast Votes:		0	0.00%	81	100.00%	53	100.00%	134	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Councilmember, Ward C

Choice	Party	Absentee		Early Voting		Election Day		Total	
Mario Muraira		0	0.00%	7	41.18%	1	100.00%	8	44.44%
George Matamoros		0	0.00%	10	58.82%	0	0.00%	10	55.56%
Cast Votes:		0	0.00%	17	100.00%	1	100.00%	18	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Freeport Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		1	100.00%	117	81.25%	53	80.30%	171	81.04%
Against		0	0.00%	27	18.75%	13	19.70%	40	18.96%
Cast Votes:		1	100.00%	144	100.00%	66	100.00%	211	100.00%
Undervotes:		0		4		4		8	
Overvotes:		0		0		0		0	

**City of Freeport Precinct
Report**

2023-05-06 Joint Local Election

Run Time 3:14 PM
Run Date 05/12/2023**Brazoria County**

Joint Local Election

5/6/2023

Page 4

Unofficial Results**Registered Voters**

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

20

0 of 12 registered voters = 0.00%

Councilmember, Ward C

Choice	Party	Absentee		Early Voting		Election Day		Total	
Mario Muraira		0	0.00%	0	0.00%	0	0.00%	0	0.00%
George Matamoros		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Freeport Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Against		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***

Brazoria County

Joint Local Election

5/6/2023

Page 1

Councilmember, Ward A

Precinct	Jack Bullman	Jeff Peña	David McGinty	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
17	47	68	19	134	0	0	0	81	53	134	1,305	10.27%
Totals	47	68	19	134	0	0	0	81	53	134	1,305	10.27%

Councilmember, Ward C

Precinct	Mario Muraïra	George Matamoros	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
7	35	91	126	0	0	0	85	41	126	1,131	11.14%
17	8	10	18	0	0	0	17	1	18	197	9.14%
20	0	0	0	0	0	0	0	0	0	12	0.00%
Totals	43	101	144	0	0	0	102	42	144	1,340	10.75%

City of Freeport Canvass
Report

2023-05-06 Joint Local Election

Run Time 4:21 PM

Run Date 05/12/2023

Brazoria County

Joint Local Election

5/6/2023

Page 3

Unofficial Results

Registered Voters

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

City of Freeport Proposition A

Precinct	For	Against	Cast Votes	Undervotes	Overvotes	Absentee Ballots Cast	Early Voting Ballots Cast	Election Day Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
7	114	21	135	12	0	0	100	47	147	2,219	6.62%
8	25	3	28	0	0	0	22	6	28	148	18.92%
17	171	40	211	8	0	1	148	70	219	2,894	7.57%
20	0	0	0	0	0	0	0	0	0	12	0.00%
Totals	310	64	374	20	0	1	270	123	394	5,273	7.47%

Brazoria County

Joint Local Election

5/6/2023

Page 4

*** End of report ***

City of Freeport Cumulative Report

2023-05-06 Joint Local Election

Run Time 3:13 PM
Run Date 05/12/2023

Brazoria County

Joint Local Election

5/6/2023

Page 1

Unofficial Results

Registered Voters

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

Councilmember, Ward A									
Choice	Party	Absentee		Early Voting		Election Day		Total	
Jack Bullman		0	0.00%	35	43.21%	12	22.64%	47	35.07%
Jeff Peña		0	0.00%	35	43.21%	33	62.26%	68	50.75%
David McGinty		0	0.00%	11	13.58%	8	15.09%	19	14.18%
Cast Votes:		0	0.00%	81	100.00%	53	100.00%	134	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Councilmember, Ward C									
Choice	Party	Absentee		Early Voting		Election Day		Total	
Mario Muraira		0	0.00%	30	29.41%	13	30.95%	43	29.86%
George Matamoros		0	0.00%	72	70.59%	29	69.05%	101	70.14%
Cast Votes:		0	0.00%	102	100.00%	42	100.00%	144	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Freeport Proposition A									
Choice	Party	Absentee		Early Voting		Election Day		Total	
For		1	100.00%	212	82.17%	97	84.35%	310	82.89%
Against		0	0.00%	46	17.83%	18	15.65%	64	17.11%
Cast Votes:		1	100.00%	258	100.00%	115	100.00%	374	100.00%
Undervotes:		0		12		8		20	
Overvotes:		0		0		0		0	

*** End of report ***

**City of Freeport Precinct
Report**

2023-05-06 Joint Local Election

Run Time 3:14 PM
Run Date 05/12/2023**Brazoria County**

Joint Local Election

5/6/2023

Page 1

Unofficial Results**Registered Voters**

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

7

147 of 2,219 registered voters = 6.62%

Councilmember, Ward C

Choice	Party	Absentee		Early Voting		Election Day		Total	
Mario Muraira		0	0.00%	23	27.06%	12	29.27%	35	27.78%
George Matamoros		0	0.00%	62	72.94%	29	70.73%	91	72.22%
Cast Votes:		0	0.00%	85	100.00%	41	100.00%	126	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Freeport Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		0	0.00%	76	82.61%	38	88.37%	114	84.44%
Against		0	0.00%	16	17.39%	5	11.63%	21	15.56%
Cast Votes:		0	0.00%	92	100.00%	43	100.00%	135	100.00%
Undervotes:		0		8		4		12	
Overvotes:		0		0		0		0	

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		0	0.00%	19	86.36%	6	100.00%	25	89.29%
Against		0	0.00%	3	13.64%	0	0.00%	3	10.71%
Cast Votes:		0	0.00%	22	100.00%	6	100.00%	28	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

**City of Freeport Precinct
Report**

2023-05-06 Joint Local Election

Run Time 3:14 PM
Run Date 05/12/2023**Brazoria County**

Joint Local Election

5/6/2023

Page 3

Unofficial Results**Registered Voters**

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

17

219 of 2,894 registered voters = 7.57%

Councilmember, Ward A

Choice	Party	Absentee		Early Voting		Election Day		Total	
Jack Bullman		0	0.00%	35	43.21%	12	22.64%	47	35.07%
Jeff Peña		0	0.00%	35	43.21%	33	62.26%	68	50.75%
David McGinty		0	0.00%	11	13.58%	8	15.09%	19	14.18%
Cast Votes:		0	0.00%	81	100.00%	53	100.00%	134	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Councilmember, Ward C

Choice	Party	Absentee		Early Voting		Election Day		Total	
Mario Muraira		0	0.00%	7	41.18%	1	100.00%	8	44.44%
George Matamoros		0	0.00%	10	58.82%	0	0.00%	10	55.56%
Cast Votes:		0	0.00%	17	100.00%	1	100.00%	18	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Freeport Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		1	100.00%	117	81.25%	53	80.30%	171	81.04%
Against		0	0.00%	27	18.75%	13	19.70%	40	18.96%
Cast Votes:		1	100.00%	144	100.00%	66	100.00%	211	100.00%
Undervotes:		0		4		4		8	
Overvotes:		0		0		0		0	

City of Freeport Precinct
Report

2023-05-06 Joint Local Election

Run Time 3:14 PM
Run Date 05/12/2023

Brazoria County

Joint Local Election

5/6/2023

Page 4

Unofficial Results

Registered Voters

394 of 5273 = 7.47%

Precincts Reporting

4 of 4 = 100.00%

20

0 of 12 registered voters = 0.00%

Councilmember, Ward C

Choice	Party	Absentee		Early Voting		Election Day		Total	
Mario Muraira		0	0.00%	0	0.00%	0	0.00%	0	0.00%
George Matamoros		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

City of Freeport Proposition A

Choice	Party	Absentee		Early Voting		Election Day		Total	
For		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Against		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Cast Votes:		0	0.00%	0	0.00%	0	0.00%	0	0.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, May 1, 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
- Councilman Winston Rossow

Staff:

- Tim Kelty, City Manager
- Lance Petty, Assistant City Manager/PWD
- David Olson, Interim City Attorney
- Clarisa Molina, Assistant City Secretary/Administrative Assistant
- Cathy Ezell, Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Kacey Roman, Building Official
- Chris Motley, Fire Chief
- Jennifer Howell, Police Chief

Visitors:	George Matamoros	Kenny Hayes
	Ronnie Woodruff	Karla Clark
	Nicole Mireles	Sam Reyna
	Con McCleester	Diane McCleester
	Melanie Oldham	Ruben Renobato
	Pam Dancy	Raul Ramirez
	Carol Parker	Mark Parker
	Manning Rollerson	Keith Stumbaugh

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and Pledge was led by Mayor Brooks Bass.

CITIZENS' COMMENTS:

Melanie Oldham 922 west 5th street said she is in a group that has had citizens for clean air and clean water in Brazoria County since 2008, but her group is now a 501 C3 non-profit organization that works towards having clean air, clean water and clean government. She said she wanted to talk about the BWA severe water shortage for industry, cities, rice farmers and grass farmers. She said she also wanted to talk about the condemnation, possibly eminent domain of the east end. She said she knows it was a 3 to 2 vote and thinks all of council cares about the city and hopes a good eminent domain attorney is hired.

Karla Clark 411 sailfish said she wanted thank Laura Cramer and Lance Petty for going out and working with the residents on Gulf View, to get them street lights, mowing and working on their water leak. She said she also wanted to comment about cameras, recordings and public records information requests. She has sent multiple public records request to all of council and Mr. Kelty, and has only received two responses. That has been over six months ago. She said she had requested a personal report she filed, and was told a few days later it had to go to the City Attorney. She said not being able to receive a copy of your own report without it going through the attorney is ridiculous.

Manning Rollerson said the east end already went through the condemning process and the \$8.9 million dollars will be there whether it is fought or not. He said he is concerned at the direction the city is going.

Keith Stumbaugh said he stands before council as a long time Freeport resident, and wants to address a serious concern regarding a City of Freeport council member. Mr. Stumbaugh said he would never engage in dishonest activities for personal gain or spread false information to discredit others even if he does not like them. He was responsible for inviting all the current city council candidates to participate in the CCF forum that as held on April 22nd. He said candidate and City Councilman Jeff Pena responded to the invitation with a letter that he publicly posted on his Facebook page declining the invitation listing several reasons for his decision. Mr. Stumbaugh said Mr. Pena has not provided any evidence to support his claim and has publicly refused to do so in an online reply to the CCF officers. Stumbaugh said he demands that Councilman Pena publicly retract his statements and publicly apologize for his false accusations. And he asks the City of Freeport Council to investigate the actions and behavior of Councilman Pena to determine if his actions are those befitting an elected public official representing the City of Freeport.

Sam Reyna 2002 N Ave G, spoke of Bill 2127. He said this Bill will bar cities and counties from passing regulations and will cut all city regulations entirely. He spoke of Business and Commerce Code Chapter 15, Section 15.05. He spoke of the AmeriWaste contract, he said they have a dumpster list, and they monopolize and they control the market. He said per City Ordinance there is only one company that can be used for commercial use dumpsters. He spoke of yard parking, and the streets being filled with parked cars.

Jeff Pena spoke of the Cinco de Mayo celebration being held on May 5, 2023 in downtown. He spoke of the freedom of speech. He said he wants to remind everyone Saturday in the last day to vote.

Kenny Hayes 414 Mystery Harbor, said he wants to give a kudos to the City Manager. He said he has been bashed up here for months but he has put together a great staff, better than this City has ever had. Mr. Hayes said the boat races were great at Riverfest. Mr. Hayes said he just wants to say thanks for a great job.

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

Presentation by BWA on Reservoir.

Mr. Woodruff from BWA spoke of the Reservoir Project, and what it means for the City and what it will cost. He said there is currently only about two months of storage in the reservoir. He said we need to come up with more water. The reservoir expansion being planned will provide 6 months of storage. And participating cities will be asked to cover 10% of the cost of its development. Tim Finley with Dow Chemical spoke on the Dow Water rights and the security versus the supply on the Brazos River. He spoke of the droughts and how it effects Dow.

Manning Rollerson asked what this will cost the Tax Payers.

Karla Clark asked about the Bond, she asked if this will go out to the voters. Mr. Woodruff said this would just require Council approval.

Presentation of Proclamation for National Correctional Officer Week, being of May 7th.

Freeport Police Chief Howell presented a Proclamation for National Correctional Officer Week, being of May 7th.

Presentation of Proclamation for National Police Week, being week of May 14th.

Freeport Police Chief Howell presented a Proclamation for National Police Week, being week of May 14th.

Presentation of Second Quarterly Investment Report for Fiscal Year 2022-2023.

Finance Director Cathy Ezell presented to council the Second Quarterly Investment Report for Fiscal Year 2022-2023.

COUNCIL REGULAR AGENDA

Consideration and possible action on the approval of City Council Meeting Minutes, from April 17,2023.

A motion was made by Councilman Cain to approve City Council Meeting Minutes, seconded by Councilman Rossow with discussion that followed.

Councilman Pena asked there be some changes made to the meeting minutes. He asked if meeting minutes are the official minutes, Mr. Olson said the minutes reflect the meeting. Councilman Pena said he would like Councilman Muraira added to the vote.

Mayor Bass called the motion to a vote, with a 4-1 vote, the City Council Meeting Minutes, from April 17,2023 passed. Councilman Pena voted "Nay".

Consideration and possible action regarding request for Replat No 1 Block 701 Velasco Townsite a Subdivision of 0.506 acres being all of a called 0.506-acre tract of land. As recorded in Brazoria County Clerk's File No. 2006001915, being all of lots 19 thru 24 and portion of Lots 1,2,3 and 18 and Portion of a 20-foot closed alley, in Block 701 Of Velasco Townsite, situated in the Sam T. Angier Survey, Abstract Number 8, in the City of Freeport, Brazoria County, Texas.

Mayor Bass opened the Public Hearing at 6:55PM.

Building Official Kacey Roman presented to council a Replat No 1 Block 701 Velasco Townsite a Subdivision of 0.506 acres being all of a called 0.506-acre tract of land. As recorded in Brazoria County Clerk's File No. 2006001915, being all of lots 19 thru 24 and portion of Lots 1,2,3 and 18 and Portion of a 20-foot closed alley, in Block 701 Of Velasco Townsite, situated in the Sam T. Angier Survey, Abstract Number 8, in the City of Freeport, Brazoria County, Texas. She said this is the property for the new Taco Bell, and was approved by Planning and Zoning.

Mayor Bass closed the Public Hearing at 6:58PM.

A motion was made by Councilman Cain, Seconded by Councilman Muraira, to approve Replat No 1 Block 701 Velasco Townsite a Subdivision of 0.506 acres being all of a called 0.506-acre tract of land. As recorded in Brazoria County Clerk's File No. 2006001915, being all of lots 19 thru 24 and portion of Lots 1,2,3 and 18 and Portion of a 20-foot closed alley, in Block 701 Of Velasco Townsite, situated in the Sam T. Angier Survey, Abstract Number 8, in the City of Freeport, Brazoria County, Texas. With all present voting "Aye" 5-0 council approved.

Consideration and possible action approving the material increase in cost for the 2022/2023 interlocal roads with Brazoria County for paving.

Assistant City Manager Lance Petty, presented to council the material increases in cost for the 2022/2023 interlocal roads with Brazoria County for paving. He said he was notified by the County that there is an increase in pod mix. He said the cost that was approved was \$59 per ton, and is now increased to \$74 a ton, the total difference for the material is \$62,769.86, and this will be paid out of the Streets and Drainage project fund.

A motion was made by Councilman Muraira, seconded by Councilman Cain to approve the material increases in cost for the 2022/2023 interlocal roads with Brazoria County for paving. With a 4-1 council approved the increase in cost for material. Councilman Pena voted "Nay"

Consideration and possible action on approval for new fueling system by Sun Coast Resources located at the City of Freeport.

Assistant City Manager Lance Petty presented to council possible action on approval for new fueling system by Sun Coast Resources located at the City of Freeport. Mr. Petty said we have had an issue with one of the vent lines taking in some water on one of the two 10,000-pound underground tanks. He said the fueling system had to be shut down. He said the City has been getting the fleet fuel from Suncoast Fueling, and this costing us a lot more money. Mr. Petty said the proposal from Sun Coast will provide above the grown tanks. He said the total price for this \$56,430.87, Mr. Petty said he is proposing to reallocate the Rec Center Parking Lot funds for this expenditure.

A motion was made by Mayor Bass to approve new fueling system by Sun Coast Resources with legal consent, seconded by Councilman Cain with discussion that followed.

Councilman Pena said he would like legal to review and vote at that time.

Mayor Bass called the motion to a vote, with a 4-1 vote, the new fueling system by Sun Coast Resources located at the City of Freeport passed. Councilman Pena voted "Nay".

Discussion and direction from Council regarding Freeport ETJ around the City of Brazoria and Brazoria's request for allowance for transfer of that ETJ from Freeport to Brazoria.

Item was moved to Executive Session.

WORK SESSION:

Mayor Bass said the sound from Riverfest followed him to Broad. He said he remembers the boats when he was a younger. He said it sounded like a good event. Mayor Bass said he wants to commend the staff on a good job.

Pamela Dancy said she wants to push up Haley Wall on a good job. She said she wants to push up the PD on the decorations at the PD.

Councilman Pena said thank you to all who came out and all that spoke in Citizens Comments. He said he wanted to thank the Riverfest Gods for the great weather on Saturday which allowed for boat races and live music. He said this brought 100's of guest to our City. He said this was successful because of the water, he said we will continue to attract tourist without much effort at all. He said he wants to remind everyone that Freeport is comprised of 60% Hispanic residents, he wants to thank the Main Street Board and the Museum for commemorating the event on May 5, with a public festival. Councilman Pena said an ongoing problem with City Staff, he said the problem and concern is the City Manager. He said the selection of the selective code, by City Hall has blatantly and brazenly enforced on any candidate that speaks against City Hall leadership. He said he wants the public to know he has filed a lawsuit against the City Manager to stop the random arbitrary rules that do not exist. He said the local County Courts has issued a restraining order to protect candidates to place their signs in legally designated areas. Councilman Pena said it has been filed, but not sure where the process is. He said he has met many residents and families, with concerns of their children and the speeding on the newly repaired streets. He said residents would like "children at play" signs, and possibly speed bumps. He said another concern is ditches and drainage. He said the ditches behind 6th Street along the railroad tracks, seems to have some be blocking and drainage issues. He said he hopes we can get this cleaned out. He said the ditches at Broad, and 4th by the railroad track are full of trash. He said 9th street has pooling of water. He said tonight may be his last City Council meeting, he said it has been an honor working with all of Council and the City Manager.

Councilman Cain said we are in the middle of an election for Ward A & C, and some other important items on the ballot. He said remember we have the Port Commissioner on the ballot, and Manning Rollerson would love your vote, as well as the Transfer of Land with BISD and the Ball Park. He said all city residents please get out and vote. He said the corner of 7th and Pecan there is a fire hydrant with a trash bag over it, what is the update on this. Mr. Kelty said list has been sent to Veolia, but he will check on this one. Councilman Cain said he missed the festivities at the Park, but he has heard it was a success. He said his hat off to the City and to all involved. He said we need to do it again next year.

Councilman Muraira said revolving around the soccer field at OA Fleming, he said it was brought to his attention there are four-wheeler tracks on the field, he asked if later can we possibly look at fencing in this area to protect the grass. He said on North Avenues R, S, and T there are a lot of potholes. He said if this is his last council meeting please push along the reflectors for the long streets, they are dark. He said it has been a pleasure.

Councilman Rossow said he had a voter registration at the park, he said the park was very clean and everyone got along and came together. He also said the fireworks display was awesome at Riverfest,

better than the one in Lake Jackson, and he said the food was good. He and his wife really enjoyed the event.

City Manager Tim Kelty thanked everyone for the prayers for his dad. He said wants to thank Lance and his staff, he said Bella and Crystal really stepped up this year and need to be recognized. Mr. Kelty said we had more vendors, more activities than ever before. He said they were successful in getting the boat races.

Update on reports / concerns from Department heads.

Mr. Petty said that Riverfest was a huge undertaking and it takes everyone. He said all Public Works employees, the Police Department, the Police were patrolling the water. We had the Fire Department for emergencies. Bella Ramirez is the Recreation Supervisor, and Crystal Ruiz the Event Coordinator, and they worked their tails off. Mr. Petty said that Mr. Kelty has been pushing him to get something on the water, and it was a huge turnout. He said last year we had 23 vendors, this year 46.

CLOSED SESSION:

Open Session was recessed and Executive session was opened at 7:26 P.M.

Executive Session was recessed at 9:38 P.M.

OPEN SESSION:

No action taken

Adjourn

On a motion by Councilman Muraira, seconded by Councilman Pena, with 5-0 vote, Mayor Bass adjourned the meeting at 9:38 P.M.

Brooks Bass, Mayor

Betty Wells, City Secretary



City Council Agenda Item # 4

Title: Consider a Resolution Amending the City of Freeport Policy Handbook Chapter 5 – Standards of Conduct revising Section 5.11 – Meal and Break Time.

Date: May 15, 2023

From: Donna Fisher, Human Resources Director

Staff Recommendation:

Staff recommends approval of the Resolution.

Item Summary:

The City has revised the Meal and Break Time section 5.11 to comply with Chapter 619 of the Texas Government Code – Right to Express Breast Milk in the Workplace.

Background Information:

The current policy does not address nursing mothers and was not in compliance with Chapter 619 of the Texas Government Code. This revised policy will have the city in compliance.

Financial Impact:

None

Supporting Documentation:

Resolution with Exhibit "A"

RESOLUTION 2023-2792

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS,
REVISING SECTION 5.11 MEAL AND BREAK TIME AND APPROVING THIS
REVISION TO THE PERSONNEL POLICY HANDBOOK.**

WHEREAS, the City of Freeport values all employees working to provide services to the citizens; and

WHEREAS, the City of Freeport seeks to revise the Meal and Break Time policy for the benefit of our employees; and

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

SECTION 1. MEAL AND BREAK TIME POLICY. The City Council of the City of Freeport hereby approves and adopts the revision to the Meal and Break Time Policy attached hereto as Exhibit "A" and approves its addition to the Personnel Policy Handbook.

SECTION 2. PROPER NOTICE AND MEETING. It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council, was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the _____ day of _____, 2023.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM:

Betty Wells, City Secretary
City of Freeport

David Olson, City Attorney
City of Freeport

5.11 Meal and Break Time

Except for public safety personnel, an unpaid lunch period is allowed during a work shift.

Employees in customer service will arrange their breaks so that service is always available. Lunchtime may not be substituted for time off work unless special authorization is granted by the City Manager. Office personnel should not consume food in view of the public, unless a substitute is not available in a customer service department.

Two 15-minute breaks shall be permitted as workload permits, one in the morning and one in the afternoon. Breaks are to be taken out of view of citizens if possible.

Nursing mothers will be provided with reasonable unpaid break time to express breast milk for up to one year after the birth of a child in accordance with applicable law. If an employee needs time beyond the usual lunch and break times, the employee may use vacation or may make up time as approved by supervisor. Employees and supervisors are expected to agree, in advance, upon a break schedule and how the time will be counted or made up. A private room will be provided for nursing mothers to use. Employees who have a private office may use it if they prefer.

Break practices not permitted are:

- Combining two or more breaks into one.
- Dividing one break into several smaller breaks.
- "Banking" break period time from day to day.
- Saving break time to extend lunch period or shorten shift.



City Council Agenda Item # 5

Title: Consideration and possible action award the contract for the Sanitary Sewer Rehabilitation for the CDBG-Mitigation 2016 HUD Contract #22-082-013-D213 to Texas Pride in the amount of \$4,721,372.

Date: May 15, 2023

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends awarding the contract to Texas Pride.

Item Summary:

Staff advertised a Request for Proposal for the Sanitary Sewer Rehabilitation for the CDBG-Mitigation 2016 HUD Contract #22-082-013-D213 in the Facts newspaper on Tuesday, March 21, 2023 and Tuesday, May 28, 2023. Six responses were received by 2:00 p.m. on April 20, 2023. The bids were reviewed and tabulated by Freese and Nichols.

Background Information:

On October 28, 2020, the City of Freeport submitted an application to the GLO for the Community Development Block Grant – Mitigation (CDBG-MIT) 2016 HUD Floods and was awarded \$5,931,626 for sanitary sewer collection system rehab. Staff, Freese and Nichols, and GrantWorks have completed all requirements to move the project to the construction phase.

Special Considerations:

N/A

Financial Impact:

The City must provide a match for the grant in the amount of \$59,316.26, which will be funded from the bond funds from the 2021 bond sale.

Supporting Documentation:

Freese & Nichols Recommendation
Bid Tabulation
Bid Opening Sign-In Sheet

Recommendation for Award of Contract

Project	<u>Sanitary Sewer Rehabilitation CDBG Project Number: 22-082-013-D213</u>	Project Number	<u>FRE22258</u>
Owner	<u>City of Freeport</u>		

Project Description

The project consists of Pipe burst existing 6"-18" sanitary sewer with 8-18" HDPE, rehabilitate existing 10"-24" sanitary sewer with CIPP. Also, it includes remove and replace existing 8-12" sanitary sewer via open-cut and Manhole replacement and rehabilitation. Additionally, there is remove and replace of cleanouts and reconnect sanitary sewer service connections. Finally, it involves pavement repair and temporary traffic control and site restoration.

Date Proposals Received April 20th, 2022 Proposal Tabulation Attached? ☒ Yes ☐ No

Recommended Offeror Texas Pride Utilities, LLC

Recommended Amount of Contract Award \$ 4,721,372.50 Project Budget \$ 4,840,644.00

Contract Price within Available Funds? ☒ Yes ☐ No Funding Source CDBG/GLO

Proposed Project Completion Date 5/18/2024

Contract Times meet Owner's Schedule? ☒ Yes ☐ No

Comments:

There were 6 bids received ranging from \$4,721,372.50 to \$6,655,887.75. Project Budget and Engineer's Estimate are different because alternatives were included to maximize benefits to the City of Freeport by using as much of the dollar amount available for construction. Included with this letter is Attachment A-Bid Tabulation and Bid Opening Sign in Sheet.

Explanation of Amount of Contract Award:

	Texas Pride Utilities, LLC	Engineer Estimate
Base Bid	\$3,067,855.00	\$3,828,785.00
Alternative No.1	\$336,675.00	\$410,425.00
Alternative No.2	\$373,435.00	\$498,045.00
Alternative No.3	\$284,872.50	\$302,195.00
Alternative No.4	\$278,155.00	\$315,575.00
Alternative No.5	\$343,080.00	\$409,800.00
Extra Bid Items	\$37,300.00	\$64,000
Recommended Total	\$4,721,372.50	\$5,828,825.00

References provided by Offeror (**Texas Pride Utilities, LLC**) were checked and all of them provided feedback.

Review of the Bids received indicates that the offer of the Recommended Contractor provides the best value to the Owner. A review of the Recommended Contractor's Statement of Qualifications and a check of the references provided indicates that the Recommended Contractor meets the qualification requirements specified in the Contract Documents and that Recommended Contractor's previous experience on similar projects has been acceptable. It is recommended that the Project be awarded to the Recommended Contractor in the amount of the Recommended Amount of Contract Award.


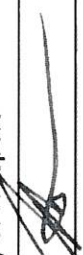
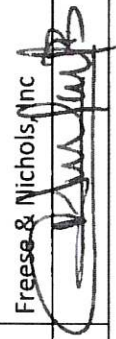

Recommended by	<u>Carlos Quintero</u>	Date	<u>4/27/2023</u>
Title	<u>Sr. Project Manager</u>		
Representing	<u>Freese and Nichols, Inc.</u>		

Attachment A Bid Tabulation


Bid Section	Project Name	City of Houston	Bid Opening: April 20, 2023	Treas. Priced Bid Item	King Solution Services, LLC 13211 Chisholm Rd., Houston, TX 77059 PH: 282-732-2034	Cous. Priced Bid Item	Lopez Utilities Contractor, LLC 7115 Memorial St., Houston, TX 77064 PH: 778-971919	T. Construction, LLC 13401 Major Rd., Houston, TX 77061 PH: 832-542-4809	PM Construction & Rehab, LLC 131 N. Wilson, Houston, TX 77056 PH: 731-600-6000	Engineer's Estimate Freese & Nichols 34877 Highway 60 Houston, TX 77058 PH: 731-600-6000
101	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
102	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
103	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
104	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
105	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
106	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
107	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
108	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
109	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
110	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
111	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
112	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
113	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
114	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
115	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
116	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
117	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
118	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
119	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
120	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
121	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
122	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
123	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
124	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
125	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
126	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
127	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
128	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
129	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
130	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
131	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
132	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
133	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
134	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
135	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
136	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
137	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
138	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
139	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
140	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
141	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
142	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
143	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
144	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
145	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
146	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
147	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
148	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
149	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
150	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
151	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
152	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
153	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
154	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
155	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
156	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
157	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
158	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
159	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
160	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
161	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
162	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
163	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
164	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
165	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
166	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
167	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
168	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
169	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
170	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
171	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS	EA	1.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00	\$ 68,460.00
172	REPAIR AND REPLACE EXISTING 10-22" SANITARY SEWER WITH 12" RPE, ALL DEPTHS									

Yellow Cell Bid Offeror Math incorrect. Engineer correction



Project	Sanitary Sewer Rehabilitation				Project Number	22-082-013-D213
Owner	City of Freeport					
Construction Manager	Freese and Nichols, Inc					
Design Professional	Carlos Quintero, PE					FRE22258
Date	4/20/2023	Time	2:00 PM	Location	City of Freeport City Hall, 200 W 2nd St, Freeport, TX 77541	
Attendance at Conference is <input type="checkbox"/> Mandatory <input checked="" type="checkbox"/> Not Mandatory						
Name	Tim Kelty	Business Phone		Mailing Address		
Position/Title	City Manager	Mobile Phone			200 W 2nd St, Freeport, TX 77541	
Organization	City of Freeport	Email	tkelty@freeport.tx.us			
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> Other		
Name	Lance Petty	Business Phone	(979) 709-5700	Mailing Address		
Position/Title	Public Works Director	Mobile Phone			200 W 2nd St, Freeport, TX 77541	
Organization	City of Freeport	Email	lpetty@freeport.tx.us			
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> Other		
Name	Carlos Quintero	Business Phone	(832) 410-8713	Mailing Address		
Position/Title	Project Manager	Mobile Phone			10497 Town and Country Way #500, Houston, TX 77024	
Organization	Freese & Nichols, Inc	Email	carlos.quintero@freese.com			
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> Other		
Name	Jared Barber	Business Phone	(832) 456-4745	Mailing Address		
Position/Title	Associate	Mobile Phone			11200 Broadway Suite 2320 Pearland, TX 77584	
Organization	Freese & Nichols, Inc	Email	jared.barber@freese.com			
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input checked="" type="checkbox"/> Other		

Name	BRIAN CUELLAR	Business Phone	281-469-2888	Mailing Address
Position/Title	Project coordinator	Mobile Phone		
Organization	crz tec, inc	Email	Brian@aacable.com	
Signature	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other			
Name	Juan Torres	Business Phone	832-570-5890	Mailing Address 12601 Mc Nair St
Position/Title	Project manager	Mobile Phone	832-570-5890	
Organization		Email	jrtorres@construction11.com	
Signature	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other			
Name	Marvin James	Business Phone	281-732-2014	Mailing Address
Position/Title	Officer	Mobile Phone		
Organization	King Solutions	Email	Marvin.james@kingsolutions.com	
Signature	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other			
Name	Jose Juan Rocha	Business Phone	281 809 3306	Mailing Address
Position/Title	Project manager	Mobile Phone	832 341 7852	
Organization	Logix Utilities Contractors	Email		
Signature	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other			
Name	Justin Mouton	Business Phone	346-268-0161	Mailing Address
Position/Title	BO Manager	Mobile Phone		
Organization	PM Construction	Email	justin.mouton@pmcorp.com	
Signature	<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other			

Name	Lance Petty	Business Phone		Mailing Address
Position/Title	ACM	Mobile Phone	979-709-5700	
Organization	COF	Email	lpetty@freepart.tx.us	
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other
Name		Business Phone		Mailing Address
Position/Title		Mobile Phone		
Organization		Email		
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other
Name		Business Phone		Mailing Address
Position/Title		Mobile Phone		
Organization		Email		
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other
Name		Business Phone		Mailing Address
Position/Title		Mobile Phone		
Organization		Email		
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other
Name		Business Phone		Mailing Address
Position/Title		Mobile Phone		
Organization		Email		
Signature				<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other

Name		Business Phone		Mailing Address
Position/Title		Mobile Phone		
Organization		Email		
Signature			<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other	

Name		Business Phone		Mailing Address
Position/Title		Mobile Phone		
Organization		Email		
Signature			<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other	

Name		Business Phone		Mailing Address
Position/Title		Mobile Phone		
Organization		Email		
Signature			<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other	

Name		Business Phone		Mailing Address
Position/Title		Mobile Phone		
Organization		Email		
Signature			<input type="checkbox"/> Prime Contractor <input type="checkbox"/> Subcontractor <input type="checkbox"/> Supplier <input type="checkbox"/> Other	



City Council Agenda Item # 6

Title: Discussion and possible action approving Administrative Services Agreement between the City of Freeport and the Freeport Economic Development Corporation.

Date: May 15, 2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends Council approve this agreement.

Item Summary:

This agreement formalizes and memorializes the relationship between the City and the EDC. For the services the City provides to the EDC the agreement sets an annual payment at \$19,365. These funds would be deposited into a special cumulative fund for use on EDC eligible projects with the approval of both the City and the EDC.

Background Information:

The EDC whose offices are located in City hall currently is provided phone, internet and utility services. They also utilize City copiers and printers and are provided support by the finance department and IT. It was brought up by the EDC Attorney in March that it was illegal for the EDC to receive this type of support from the city without financial remuneration.

The EDC provides to the city Recruitment of new Business and investment, business retention and expansion efforts, quality of life projects consistent with 4B requirements, community marketing, analysis and recommendations on all economic development matters and initiatives and collaboration with the Historic Mainstreet efforts.

Special Considerations:

While it is not required, since its establishment EDC offices and operations have been located at City hall, and its meetings held in Council chambers. This is the first time the relationship has been outlined contractually.

Financial Impact: None.

Supporting Documentation:

Agreement.

ADMINISTRATIVE SERVICES AGREEMENT

THE STATE OF TEXAS

§

§

COUNTIES OF BRAZORIA

§

This Administrative Services Agreement ("Agreement") is made and entered into by and between the City of Freeport, Texas (the "City") and the Freeport Economic Development Corporation (the "FEDC").

WHEREAS, pursuant to The Development Corporation Act, Section 4B, Article 5190.6, V.A.T.C.S. (the "Act"), the voters of the City of Freeport created the FEDC and the FEDC collects from the State Comptroller sales and use tax, that may be used to fund projects and other expenses authorized by said Act; and

WHEREAS, The Development Corporation Act provides that the FEDC may spend funds on numerous categories of expenditures, including administrative expenses; and

WHEREAS, the FEDC desires to utilize City equipment and personnel support of the City in the furtherance of the projects it undertakes to eliminate duplication and to promote economy and efficiency in the use of the sales tax revenues it receives; and

WHEREAS, the City has determined that providing City equipment and personnel support to the FEDC will be mutually beneficially to the City and the FEDC, will promote local economic development and stimulate business and commercial activity within the City, all in furtherance of the purposes of the FEDC; now, therefore,

FOR AND IN CONSIDERATION of the mutual covenants, agreements, and benefits accruing herein to each party, the City and the FEDC hereby agree as follows:

1. Services and personnel support provided.

The FEDC may utilize City equipment and employees to perform the following services and personnel support for and on behalf of the FEDC:

- a. Use of City office space;
- b. Use of City telephone system;
- c. Use of City internet;
- d. Use of City utilities, including electricity, water, sewer and trash services;
- e. Use of City copier/plotter;
- f. Information technology ("IT") services;
- g. Financial management services; and
- h. Any other services in furtherance of the purposes of the FEDC and authorized by the Act.

2. Assignment of tasks.

Specific tasks assigned to City employees will be at the direction of the Executive Director of the FEDC, as approved by the FEDC Board of Directors and the City Manager.

3. Resolution of conflicts.

The City and the FEDC acknowledge that from time to time conflicts between an employee's primary responsibilities to the City and requests for services from the FEDC may arise. The City and the FEDC agree to encourage employees to bring conflicts to the attention of the City Manager of the City and the Executive Director of the FEDC as soon as they arise. The City and the FEDC further agree to cooperate to resolve such conflicts in the most economical and beneficial manner by, among other things, reassignment of tasks, hiring additional employees, or contracting third parties to perform necessary services.

4. City Staff to Remain City Employees.

It is specifically understood and agreed between the parties that, while performing services for the FEDC, all members of the City's staff are and shall remain employees of the City and shall receive salary, leave, retirement and other personnel benefits in accordance with City policies. The City will obtain and maintain workers' compensation insurance and auto and general liability insurance under the City's regular insurance policies providing coverage for City employees while such employees are performing services by or on behalf of the FEDC pursuant to this Agreement.

5. Consideration.

After due inquiry into the amount of City equipment and services utilized and time various City employees have spent performing services for and on behalf of the FEDC and having reasonably estimated the amount of equipment and services estimated to be utilized and time City employees are anticipated to spend performing services for and on behalf of the FEDC during the term of this Agreement, the parties have agreed that the FEDC will reimburse the City for equipment and services and personnel utilized for and on behalf of the FEDC pursuant to this Agreement by the payment of \$19,365 annually, due on the last day of the FEDC's fiscal year. *The City agrees, subject to proper appropriation, to deposit these funds into a special accumulating account and held separately for use on FEDC eligible projects with approval of both the City and the FEDC.*

The City and the FEDC acknowledge that the FEDC may utilize City equipment and services and the services of City employees more at certain times than at other times and may not utilize City equipment and services and the services of certain City employees at all. Therefore, the City and the FEDC agree that the compensation arrangement provided for herein may be reviewed and revised at any time, by mutual agreement of the parties, to more accurately reflect the cost to the City of providing City equipment and services and its employees to perform certain services for and on behalf of the FEDC. In the event it is determined that the estimates provided above exceed the amount of equipment, services and employees' time spent performing

such services for the FEDC, the City may either refund such amount to the FEDC or credit such amount. The intent of the parties being that the FEDC's obligation to reimburse the City is limited to City equipment and services actually used and work actually performed by City employees for and on behalf of the FEDC.

The FEDC acknowledges that the City incurred various costs and City staff performed various services regarding the creation and initial organization of the FEDC and in furtherance of FEDC projects. As these costs were necessary to the creation, organization, and initial implementation of the projects to be undertaken by the FEDC and will provide significant economic benefit to the City, the City hereby acknowledges and stipulates to the receipt of adequate and sufficient consideration for the costs incurred and services performed prior to the effective date of this Agreement."

6. Term.

The term of this Agreement shall be for one (1) year commencing _____, 2023; provided, however, this Agreement shall be automatically renewed for successive one-year terms unless written notice of non-renewal is given by either party to the other at least thirty (30) days prior to the expiration of the initial or any renewal term hereof. Provided further, either party may terminate this Agreement by giving thirty (30) days advance written notice thereof to the other. In the event of early termination, the FEDC will provide the City consideration as provided for in paragraph 5 above on a prorated basis through the date of termination.

7. Right to Hire Third Parties.

The FEDC specifically reserves the right to hire third parties to perform any or all of the services described herein.

8. Notice.

All notices shall be in writing. If mailed, any notice or communication shall be deemed to be received three (3) days after the date of deposit in the United States mail, first-class, postage prepaid. Unless otherwise provided in this Agreement, all notices shall be delivered to the following addresses:

City of Freeport
Attention: City Manager
200 W. 2nd Street
Freeport, Texas 77541

Freeport Economic Development Corporation
Attention: Executive Director
200 W. 2nd Street
Freeport, Texas 77541

Either party may designate a different address by giving the other party at least ten (10) days written notice in the manner prescribed above.

9. Parties in Interest.

This Agreement shall be for the sole and exclusive benefit of the City and the FEDC and shall not be construed to confer any benefit or right upon any other parties.

10. Amendment.

This Agreement may be amended or modified by the mutual agreement of the parties hereto and all such amendments or modifications shall be in writing and attached to and incorporated into this Agreement.

11. Severability.

In the event any clause, phrase, provision, sentence, or part of this Agreement shall for any reason be adjudged invalid or held unconstitutional by a court of competent jurisdiction, it shall not affect, impair, or invalidate this Agreement as a whole or any part or provision hereof other than the part declared to be invalid or unconstitutional.

12. Entire Agreement.

This Agreement contains the entire agreement between the parties and supersedes all other negotiations and agreements with respect to the matters addressed herein, whether written or oral.

IN WITNESS WHEREOF, this Agreement has been executed by the duly authorized officers of the City of Freeport, Texas, and the Freeport Economic Development Corporation, as of the ____ day of _____ 2023.

ATTEST:

CITY OF FREEPORT, TEXAS

Betty Wells
City Secretary

Brooks Bass
Mayor

ATTEST:

**FREEPORT ECONOMIC DEVELOPMENT
CORPORATION**

Robert Johnson
Executive Director

Mingo Marquez
President, Board of Directors



City Council Agenda Item # 7

Title: Consideration and Possible Action approving the Letter of Intent and term sheet with Maddox Properties, LLC

Date: May 15, 2023

From: Tim Kelty, City Manager
Robert Johnson, EDC Executive Director

Staff Recommendation: Staff Recommends approval of the Letter of Intent with the accompanying term sheet, and authorizing City Attorney to prepare a Purchase and Sale Contract and draft Development Agreement.

Item Summary: The Developer would like to proceed with the purchase and development of City-owned property located in the vicinity of Skinner St. and Avenue L. The terms of a purchase and sale contract are summarized in the attached Letter of Intent, to be formalized with a contract prepared by the City Attorney. In conjunction with the sale of the Property, the City would establish a Tax Increment Reinvestment Zone (“TIRZ”) and a Public Improvement District (“PID”) to make the project financially feasible for the Developer. Details of the proposed TIRZ, PID, and development standards will be contained in a Development Agreement to be reviewed and approved by Council during the Feasibility Period. Developer will advance all costs for City consultants related to the implementation of this project.

The acquisition and development of this property, along with other identified (non-City owned) properties, is estimated to provide the City with approximately 122 new homes.

Background Information: The Developer has been active in discussions on this proposed project with the City and EDC for approximately two years. Developer made a presentation followed by discussion during the February 17th City Council Meeting. Following the meeting, an appraisal of the land was prepared and the purchase price offered by Developer has been adjusted to match the appraised value. Developer is ready to proceed with further engineering and development documentation upon an approved purchase and sale contract.

Special Considerations: The EDC and City Manager have done extensive vetting of this project since its initial proposal in May 2021, and is in favor of this project and this Developer to provide much-needed quality single-family housing that is harmonious with the surrounding residential area.

Financial Impact: Approximately \$33,500,000 increase in assessed property value, generating an estimated additional \$201,000 in additional property tax revenue for the City (at current tax rate of \$0.60/\$100). In addition to the increased property tax revenue, the City will benefit from having an additional 120 new water and sewer customers and approximately 400 new residents living and supporting local businesses and associated sales tax.

Board or 3rd Party recommendation: EDC recommends approval. The City attorney has reviewed and has no objections to the proposed Letter of Intent.

Supporting Documentation: Letter of Intent, term sheet, Project Layout

Maddox Properties, LLC
1980 Post Oak Blvd., Suite 2020
Houston, TX 77056
(713) 818-5188
jim@maddoxproperties.com

May 11, 2023

Mr. Tim Kelty
City Of Freeport
200 W. 2nd Street
Freeport, TX 77541

RE: Letter of Intent to Purchase and Develop Approximately 19 Acres of Land in Freeport, Texas

Dear Mr. Kelty:

This **“Letter”** sets forth the general terms and conditions upon which **Maddox Properties** or its assignee (**“Purchaser”**) would purchase the Property from **City of Freeport** (**“Freeport”**) (defined as **“Seller”**) subject to the drafting and execution of a mutually acceptable Purchase Agreement embodying, among others, the following terms:

1. **Property** +/-19 Gross Acres in Freeport, Texas, as depicted in Exhibit A (**“the Property”**).

The Property shall include all executed agreements affecting the Property, all plans, specifications, engineering data, architectural data, construction and cost information, all entitlements and permits, and all other documents pertinent to the purchase, operation and development of the Property to the extent such items are assignable.
2. **Purchase Price** The **“Purchase Price”** shall be an amount equal to One Hundred Fifty Thousand Dollars (\$150,000.00) paid in cash.
3. **Earnest Money** Within three (3) business days of execution of the Agreement, Purchaser shall deposit the sum of One Thousand Dollars (\$1,000.00) (the **“Deposit”**) which shall be applied to purchase price at time of closing. The Deposit shall be placed in an escrow account with Fidelity National Title.
4. **Closing** The **“Closing”** shall occur no later than Forty-Five (45) business days after Seller’s receipt of a Feasibility Approval Notice.
5. **Feasibility** Purchaser shall have a period of one hundred twenty (180) days to review, at Buyers sole discretion, the condition and suitability of the Property for Buyers intended use, including but not limited to development costs, financial and market feasibility, condition of title and the physical condition of the property (the **“Feasibility Period”**). Purchaser shall have the right to meet with all applicable jurisdictions, agencies, and consultants during the Feasibility Period to complete its review. If Purchaser satisfies itself as to the condition of the Property it shall, no later than the end of the Feasibility Period, issue a written notice of approval (**“Feasibility Approval Notice”**). Should Purchaser fail to deliver the Feasibility Approval Notice by the expiration of the Feasibility Period, Buyer shall be deemed to have elected to cancel escrow and the Deposit and escrowed funds and interest shall be retained by the Seller.

6. **Feasibility Extension**

Purchaser shall have (2) two options to to extend the Feasibility Period by Sixty (60) Days each with the payment of One Thousand Dollars (\$1,000.00) per extension. Feasibility Extension Payments shall be non-refundable to Purchaser but shall be applied to Purchase Price at Closing.

7. **Survey**

Within Five (5) Days, Seller shall supply Purchaser with a full-sized copy of its existing Survey. Should the Title Company require an updated Survey to be performed, Purchaser shall cause to have a Survey performed at its expense, to be reimbursed by Seller at closing up to \$10,000.00.

8. **Right of Access**

Following Seller's execution of this Letter, Purchaser and its agents and employees shall have the right to enter the Property for the purpose of conducting such investigations it deems necessary to determine the condition and suitability of the Property.

9. **Brokerage Fee**

None.

10. **Agreement**

Upon signature by Purchaser and Seller of this Letter, the parties shall use their best commercial efforts to diligently pursue the drafting of a mutually acceptable Agreement incorporating those clauses necessary and typical for a transaction of this type and required by local statute or state law in addition to the terms and conditions included therein. It is understood and agreed that this letter does not contain all the essential terms that Seller and Purchaser expect will be part of the Agreement.

11. **Assignment**

Purchaser shall have the right to assign its rights and obligations under this Letter or the Agreement to an entity which it is related.

12. **Use**

The Property shall be developed into single-family residential and associated infrastructure to serve for its development.

15. **Development Agreement**

Purchaser and Seller will use their best commercial efforts to diligently pursue the drafting of a mutually acceptable Development Agreement to serve the Property.

16. **TIRZ and PID Creation**

Seller shall promptly initiate the creation of both a TIRZ and a PID for the entire boundary of the Property. Specifically, the TIRZ shall grant the authority for the City of Freeport to sell the Property to Buyer, and revenue from both the TIRZ and the PID shall be utilized to subsidize the cost of developing infrastructure for the proposed project. The details and structure of the PID shall be approved by the Buyer. The cost of the creation of the TIRZ and the PID shall be reimbursed to the Seller from the Buyer regardless of whether the Seller closes on the sale of the property.

17. **Proof of Funds** Closing shall be contingent upon satisfactory evidence of Purchaser's ability to finance all infrastructure improvements on the Property. Evidence shall be in the form of a bank set-aside letter, letter of credit, surety bond or some other form mutually agreed upon during the feasibility period.

18. **Non-Binding** This Letter shall only constitute a letter of understanding for the purchase of the Property and is not contractual in nature and shall not bind any party hereto or create any legal or other obligations relating to the Property or otherwise, notwithstanding any negotiations undertaken with respect to the proposed Agreement. No binding agreement shall exist between the parties unless and until the parties are satisfied in their respective sole and absolute discretion with all of the terms and conditions of the Agreement and that the Agreement has been executed.

It is understood and agreed that there shall be no recourse by either party against the other in the event that the parties do not agree on the terms and conditions of the Agreement. In such event, each party hereto will and does hereby release the other from all claims with respect to the letter or such negotiations.

If the terms of this Letter are acceptable to Seller, Seller should execute a copy of this where indicated below and return it to Purchaser within ten (10) business days from the date first written above ("**the Expiration**"). If Seller is unable to execute this Letter prior to the Expiration, it shall be null and void and of no further effect.

Sincerely,

Jim Maddox Properties

By: Jim Maddox
Jim Maddox, Manager

Seller agrees in principle to the foregoing this ____ day of _____, 2023.

SELLER:

BY: _____

Its: _____

Exhibit A

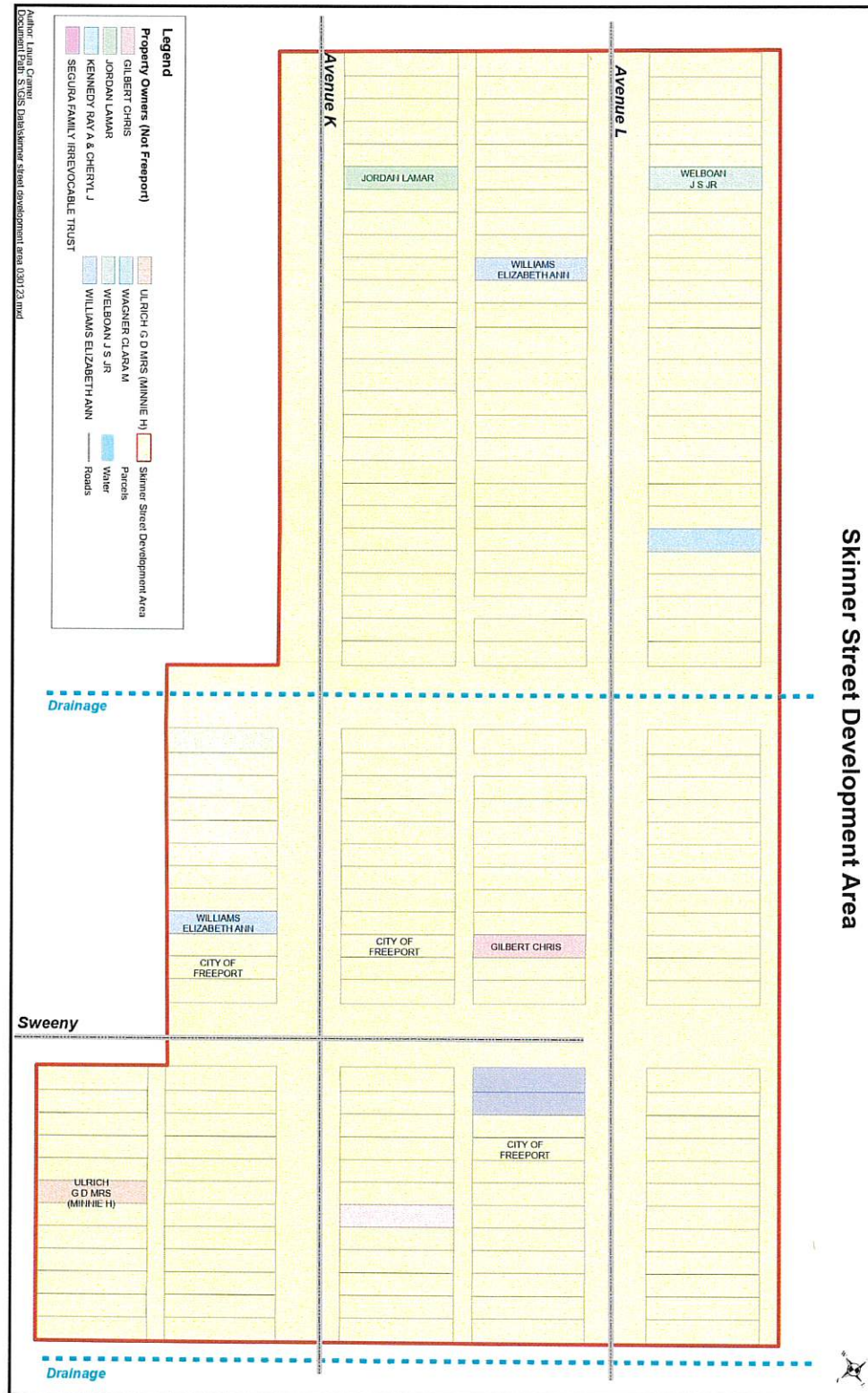
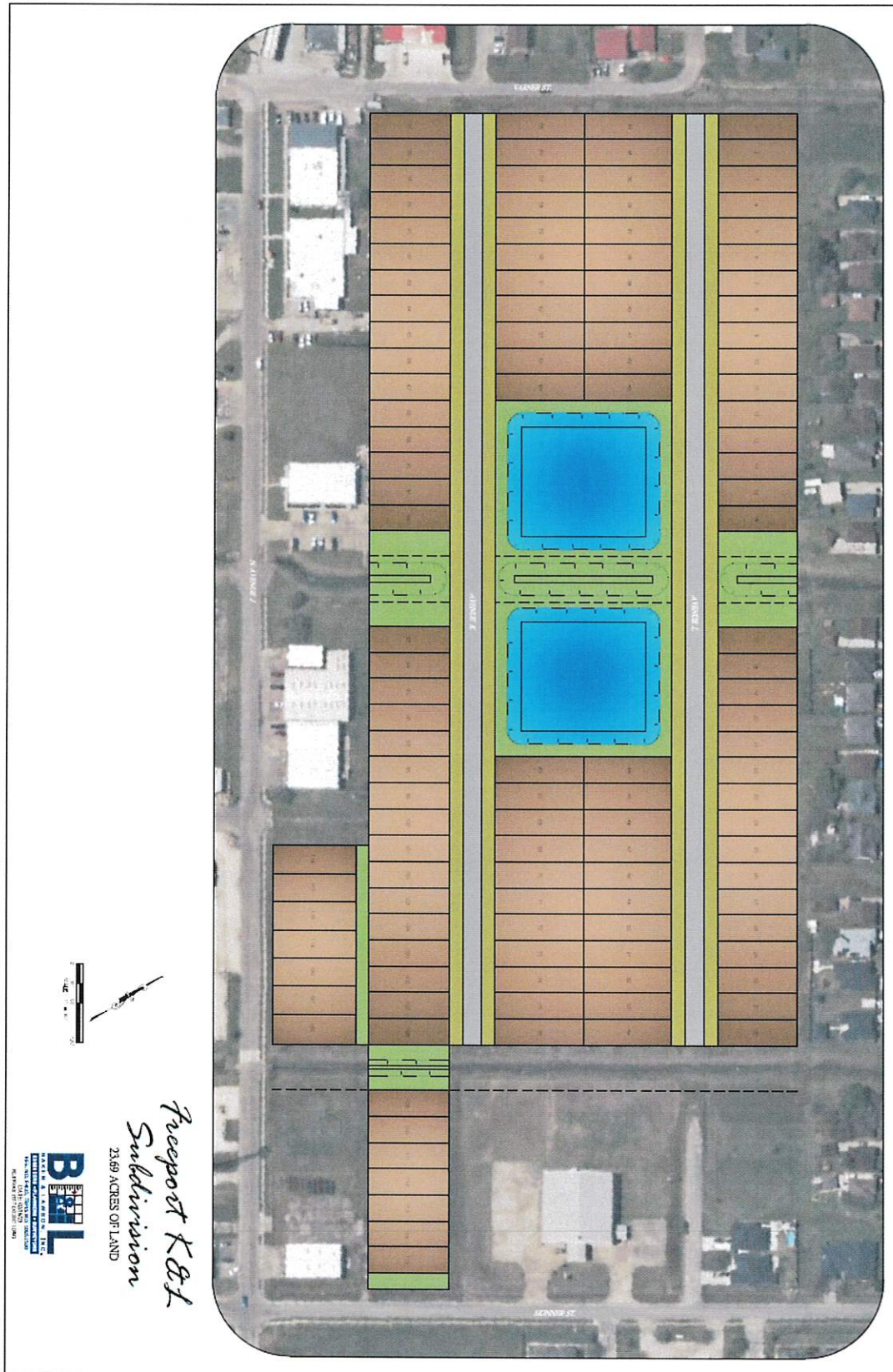


EXHIBIT A
DEVELOPMENT AREA



PROPOSED TERM SHEET

May 3, 2023

PROPOSED ECONOMIC DEVELOPMENT AGREEMENT BETWEEN THE CITY OF FREEPORT ("CITY") AND MADDOX PROPERTIES, OR ITS ASSIGNS ("DEVELOPER").

This Term Sheet sets forth proposed terms for a possible Economic Development Agreement to be entered into between the City and the Developer for development of property currently within the City's corporate limits of approximately 125 new single-family homes with the goal of future new development in the immediate area ("Development Area"), **EXHIBIT A**. The parties expressly represent that any transaction between the parties and the acceptance of these proposed terms is subject to the negotiation and execution of a definitive written contract.

I. City Commitments

- a) Execution of a Purchase and Sale Contract between City and Developer upon approval of by City Council to be considered on June 5, 2023.
- b) Execution of a Development Agreement with City and completion of the TIRZ Creation upon approval by City Council to be considered no later than September 30, 2023.
- b) Establishment of a Public Improvement District per Chapter 372 of the Texas Local Government Code with a not to exceed tax rate of \$1.25.
- c) Creation of a co-terminus Tax Increment Reinvestment Zone ("TIRZ") per Chapter 311 of the Tax Code equal to fifty percent (50%) of the City's tax increment to offset any PID assessment and reimbursement eligible expenses under Chapter 311 including public infrastructure and development grants.
- e) City will work with Developer to establish design standards for proposed development consistent with City Code and/or other applicable zoning.
- f) Waiver of Re-platting and rezoning fees related to the proposed development.
- g) City confirms there is capacity in its existing water, sanitary sewer and drainage facilities and allows Developer to connect upon approval by City's Engineer of Developer's construction plans.

I. Developer Commitments

- a) Developer agrees to purchase the land by May 31, 2024, subject to execution of an acceptable Development Agreement with City.
- b) Developer will prepare and submit development plans for the City to review prior to beginning construction.
- c) Within 30 days after closing on the purchase of the property, Developer will submit petition for creation of the Public Improvement District.
- d) The Developer understands that the proposed agreement is performance based and that failure to make any improvements will not produce any substantial TIRZ increment and, subject to commercially reasonable notice and cure rights, will result in immediate termination of the agreement.

I have reviewed and accept the term sheet as presented:

CITY:

Name

Date

Title

DEVELOPER:

Name

Date



City Council Agenda Item # 8

Title: Consideration and Possible Action approving a Resolution supporting an application to TXDOT for their 2023 Transportation Alternatives Set-aside call for Projects.

Date: May 15, 2023

From: Tim Kelty, City Manager

Staff Recommendation: Staff Recommends approval of the Resolution.

Item Summary: The city has been working with TXDOT and Freese and Nichols to develop an application for the TXDOT 2023 Transportation Alternatives Set-aside call for projects. This is a for federal grant funding administered by TXDOT that targets projects that provide alternative transportation improvements that encourages pedestrian, bicycle and mass transit opportunities. This Resolution is a required element of the application that will go in at the end of this month.

The City is applying for their Large-Scale Active Transportation Infrastructure category of funding. This category is for projects in excess of \$5,000,000. The Grant normally requires a 20% match, however with TXDOT's assistance the city was qualified based on the city's overall LMI to receive 100% grant funding for the project.

The project includes sidewalks along both sides of Brazosport Boulevard and second street, wider shared-use paths around the high school, signalized and marked cross walks, as well as new shelters at bus stops, better lighting along Brazosport Blvd and elsewhere. The project provides better connectivity between all city schools, the library, shopping, parks, and neighborhoods, through widened sidewalks in some areas, and designated share-the-road bicycle corridors.

Background Information: In addition to working closely with TXDOT on this application, we have also been working with the Brazosport ISD. A preliminary application was submitted at the end of January and we were selected to proceed to the full application.

Special Considerations: The project originally included sidewalks along both sides of Gulf Boulevard, however TXDOT, at the city's request, has appropriated funding to include the construction of sidewalks in this area as part of their currently scheduled rehabilitation of this corridor.

Financial Impact: If awarded, there will be no cost to the city the grant would cover 100% of both engineering and Construction.

Board or 3rd Party recommendation:

Supporting Documentation: Resolution, Current project schematic.

Resolution No. 2023-2793

A RESOLUTION SUPPORTING THE CITY OF FREEPORT, TEXAS' APPLICATION TO THE TEXAS DEPARTMENT OF TRANSPORTATION'S 2023 TRANSPORTATION ALTERNATIVES SET-ASIDE (TA) CALL FOR PROJECTS

WHEREAS, the Texas Department of Transportation issued a call for projects in December 2022 for communities to apply for funding assistance through the Transportation Alternatives Set-Aside (TA) Program; and

WHEREAS, the TA funds may be used for development of preliminary engineering (plans, specifications, and estimates and environmental documentation) and construction of pedestrian and/or bicycle infrastructure. The TA funds and Transportation Development Credits (TDCs), for which the City of Freeport is eligible will cover 100% of the project costs. The City of Freeport would be responsible for all non-reimbursable costs and 100% of overruns, if any, for TA funds; and

WHEREAS, Freeports project proposed for funding, titled "Freeport Multi-model Revolution", is transformational in nature because of its scope and impact on the community. It will greatly improve connectivity and safety for pedestrian and bicycle traffic, with designated lanes, new and widened sidewalks, better lighting, safer crossings and additional signage.

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

The City of Freeport supports funding this project as described in the 2023 TA Detailed Application (including the preliminary engineering budget, if any, construction budget, the department's direct state cost for oversight, and the required local match, if any) and is willing to commit to the project's development, implementation, construction, maintenance, management, and financing. The City of Freeport is willing and able to enter into an agreement with the department by resolution or ordinance, should the project be selected for funding.

DULY PASSED by majority vote of all members of the City Council of the City of Freeport Texas on the 15th day of May, 2023.

Brooks Bass,
Mayor of Freeport

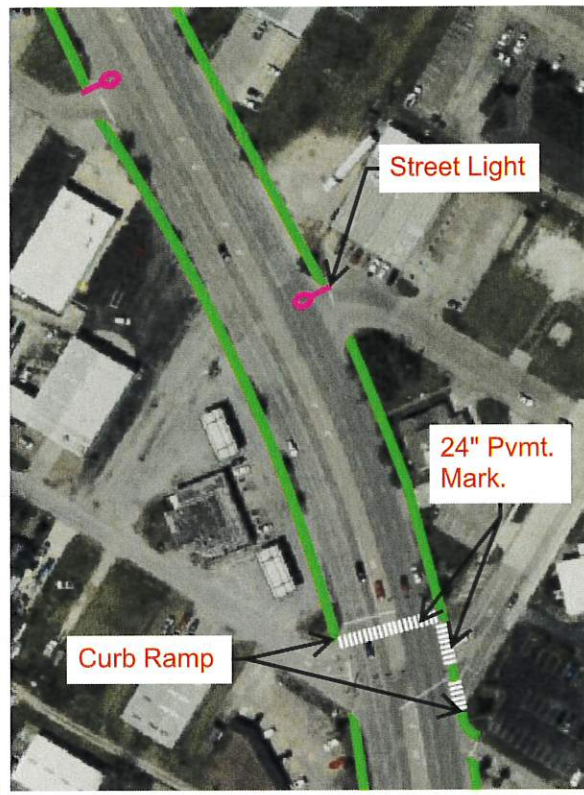
Attest: Betty Wells
City Secretary

Approved as to form, David Olson City Attorney

SAFETY

Safety Hazard:
No sidewalk or shoulder for pedestrians

Countermeasures:
Sidewalk separates pedestrians from vehicle traffic.
Closed gap in sidewalk network



Safety Hazard:
No Illumination

Countermeasures:
Installation of Illumination

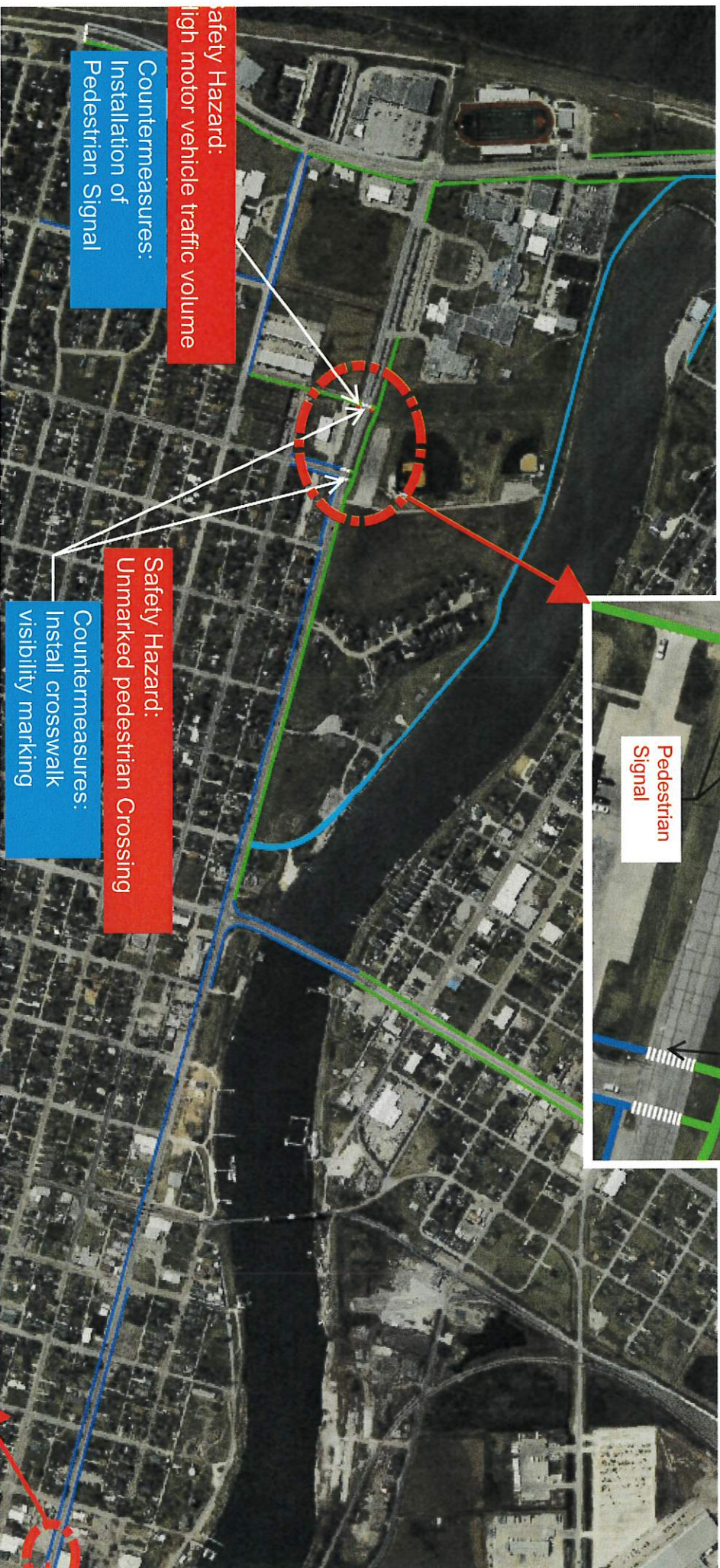
Safety Hazard:
Unmarked pedestrian Crossing

Countermeasures:
Install crosswalk visibility marking

Safety Hazard:
No ADA compliant surface

Countermeasures:
Installation of ADA curb ramps

SAFETY



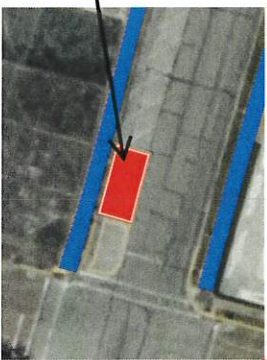
Safety Hazard:
High motor vehicle traffic volume

Countermeasures:
Installation of
Pedestrian Signal

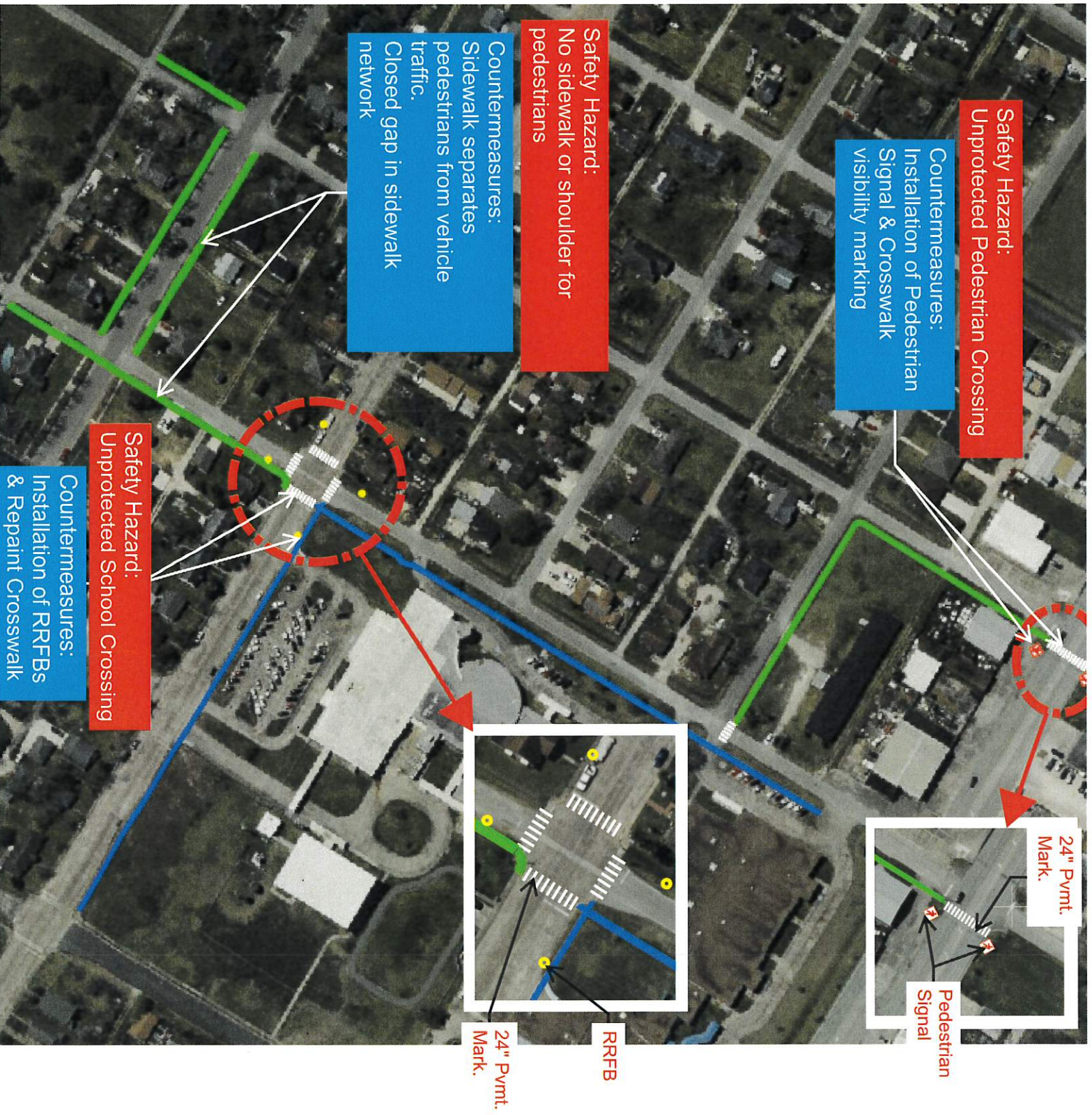
Safety Hazard:
Unmarked pedestrian Crossing

Countermeasures:
Install crosswalk
visibility marking

Bus
Shelter



SAFETY





City Council Agenda Item # 9

Title: Discussion and possible action approving an Ordinance Prohibiting Campaign signs on City Property with specific exceptions.

Date: May 15, 2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends Council approve this ordinance.

Item Summary:

Currently City Ordinance prohibits the placement of Political or Campaign signs unless all requirements of State law for such sign are met. By this ordinance language is added that expressly prohibits such signs from being placed on any City-owned property, with the exception of specifically delineated areas around the polling place at the library for specified time periods.

Background Information:

Campaign signs currently are only allowed to be placed on properties with the property owners consent. The City of Freeport has never allowed them to be placed on City property, but has traditionally allowed them to be placed around the Library Polling place during early voting and on election day.

During the last election the traditional allowance was stretched beyond what had been previously considered acceptable, and it was recommended that the city adopt specific regulations by ordinance that delineate the practice.

Special Considerations:

The map included as exhibit A sets the boundary as the grassy area up to 40 feet south of the library parking lot, and on the west between the parking lot and the SH 288 ROW. It also allows for signs to be placed within 10 feet of the park entry roads off SH 288 and Ave A.

Financial Impact: None.

Supporting Documentation:

Ordinance with Exhibit.

ORDINANCE NO. 2023-2695

AN ORDINANCE AMENDING THE CITY OF CODE OF ORDINANCE BY AMENDING SECTION 113.07 SIGNS (B) EXEMPTIONS, PROHIBITING THE PLACEMENT OF SIGNS ON CITY PROPERTY WITH SPECIFIC EXCEPTIONS AROUND THE POLING PLACE DURING EARLY AND ELECTION DAY VOTING; CONTAINING A PREAMBLE; CONTAINING A SEVERANCE CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS ADOPTION.

WHEREAS, the placement of Political and Campaign signs is a matter of free speech and is protected under the constitution, and may be placed with a property owner's consent to express the will and opinion of property owners, and

WHEREAS, property owned by the City of Freeport is owned by no single individual, but is owned by the local government representing the collective of all Freeport residents; and

WHEREAS, the City of Freeport recognizes the need to establish rules regarding the placing of Political Signs on City-owned property; and

WHEREAS, the City Council has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the good government, peace and order the City; and

WHEREAS, City Council finds that this Ordinance was adopted at a meeting which was open to the public and preceded by proper notice, as required by Chapter 551 of the Texas Local Government Code (the Open Meetings Act).

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

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

Section 2. Section 113.07(B)(6) is hereby amended as follows:

(6) A political sign whether on-premises or off-premises, unless all requirements of state law for such sign are met.

(a) Political signs are expressly prohibited from placement on City-Owned property with the exception of placement around the polling place as identified in Exhibit A attached to this ordinance.

(b) Political Signs may be placed in designated areas 24 hours before early voting begins and must be removed 24 hours after election day voting has been completed.

Section 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Section 5. This Ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2023.

Brooks Bass, Mayor

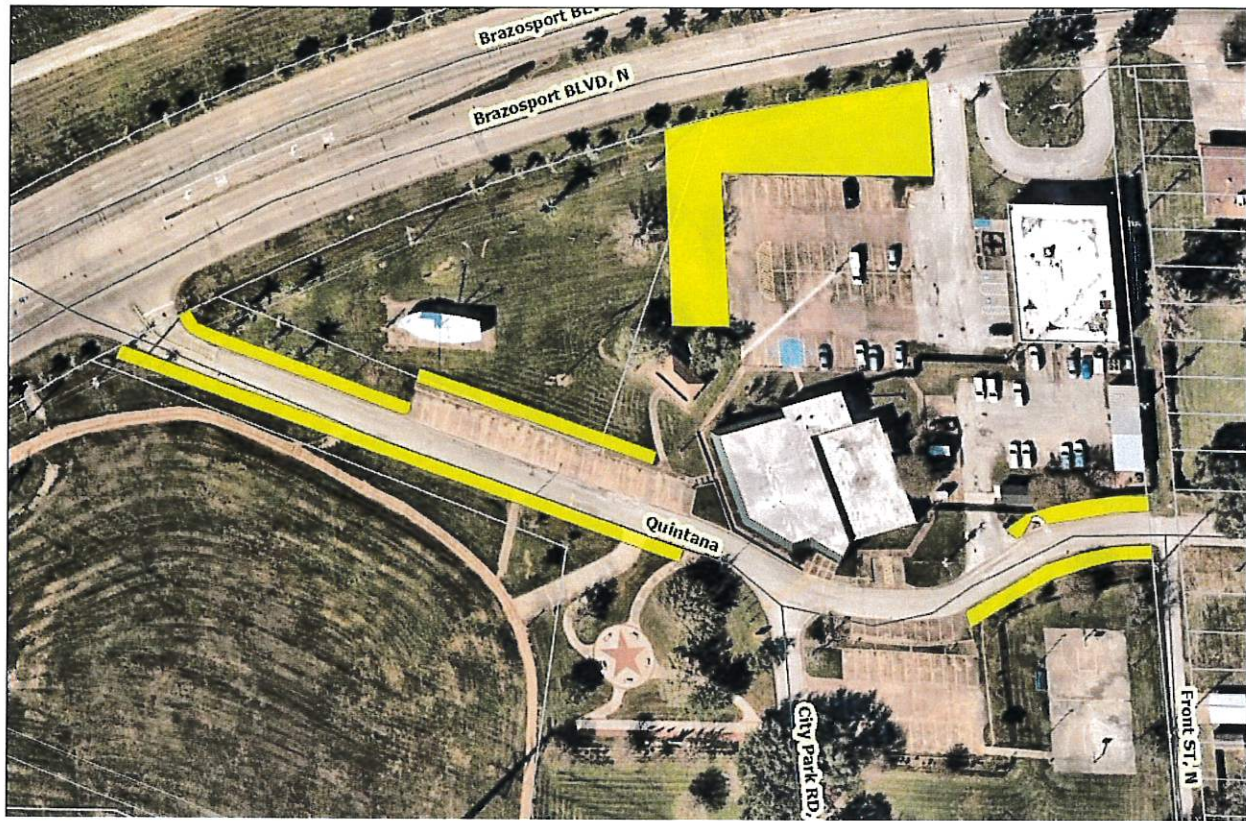
ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

David W. Olson, City Attorney

Exhibit A



Areas Highlighted in Yellow designated for early voting and election day sign placement



City Council Agenda Item # 10

Title: Discussion and possible action authorizing reimbursement to BISD for demolition cost for the OA Fleming building.

Date: May 15, 2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends Council authorize this reimbursement with the condition that the reimbursement would not occur until after the city takes full possession of the property.

Item Summary:

In September of 2021, The City of Freeport and Brazosport ISD both approved an interlocal agreement for the property swap of the ISD owned OA Fleming property for the City owned property where the High School Baseball and Softball diamonds are located. The agreement stipulated that the City would have the remaining school building demolished and the property used for residential development. The agreement also required the city to have the Park restrictions encumbering the property owned by the City by the Texas Department of Parks and Wildlife removed, which has not yet been done. At this point the School still holds title to the OA Fleming property and they seek to have it demolished as soon as possible.

They have requested the city to agree, that once the agreement is finalized and the property is transferred, to reimburse the ISD for the cost for demolition, which is approximately \$240K.

Background Information:

The OA Fleming school property was closed in the Spring of 2018 and has been vacant ever since. Sometime in late 2021, the building became a target of vandals who broke several windows and entered the building and began causing minor vandalism within. The City began regularly boarding up broken windows and doors to secure the building. Despite the city's effort to secure the building vandalism persisted, and more and more windows and doors were broken, and significant destruction of the interior of the building occurred. Early this year a death occurred inside the building when an individual who appeared to be trying to steal copper from the building fell. Since the School still owns the building this is a significant liability for them.

Last year they had the other buildings demolished per the agreement and are seeking to utilize the same contractor to affect this demolition.

Special Considerations:

Financial Impact: The initial estimates for demolition of the building were in the \$400K range so the ISD's quote for the demolition of \$240K is significantly less.

Supporting Documentation:

Letter from ISD requesting reimbursement
Original approved agreement for land swap.



May 10, 2023

City of Freeport
200 W. 2nd Street
Freeport Texas, 77541

Mr. Kelty,

Per Section II of the Interlocal Agreement Between the City of Freeport and Brazosport Independent School District, the City shall complete demolition of the building highlighted in Exhibit C at its sole expense. Due to the time it has taken to resolve parks designation, the District has obtained a proposal and would like to proceed with the demolition and requests the City consider a reimbursement resolution to repay the District for the costs upon final execution or closing of the properties.

Attached is a copy of Interlocal, proposal for removal of asbestos (\$42,625), proposal from demolition of structure(\$171,680) and alternate site demolition of concrete walkways and parking lots (\$30,397).

Please let me know if you have any questions.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "D. L. Massey", is written over a horizontal line.

Danny Massey
Superintendent

INTERLOCAL AGREEMENT BETWEEN
THE CITY OF FREEPORT AND
BRAZOSPORT INDEPENDENT SCHOOL DISTRICT

This Interlocal Agreement (“Agreement”) is made and entered into as of the ____ day of 2021, by and between the City of Freeport, Texas, a Texas home rule municipality (hereinafter, “Freeport”) and Brazosport Independent School District, a local government entity authorized under Title 2, Chapter 11 of the Texas Education Code (hereinafter “BISD”).

PREAMBLE

WHEREAS, Freeport and BISD are local governments, as defined in Section 791.003(4) of the Texas Government Code and are authorized by Chapter 791 of the Texas Government Code to enter in contract with one another for governmental functions and services; and

WHEREAS, Freeport owns a tract of land containing approximately 15 acres located adjacent to the Brazosport High School Campus on 2nd Street, Freeport, Brazoria County, Texas, bounded by the Second Street right-of-way to the South and the toe of the Old Brazos River levee to the North, further generally identified as property ID 158411 by the Brazoria County Appraisal District, and specifically identified by metes and bounds description determined by survey completed and exchanged prior to closing (hereinafter “Freeport Property”); and

WHEREAS, BISD owns a tract of land containing approximately 30.9 acres of land located at 431 West 4th Street, Freeport, Brazoria County, Texas, bounded by 4th Street to the North, 7th Street to the South, Cherry Street to the East, and Maple Street to the West, and specifically identified by metes and bounds description determined by survey completed and exchanged prior to closing (hereinafter “BISD Property”); and

WHEREAS, in 2004, Freeport and BISD executed a Joint Facilities Use Agreement for portions Freeport and BISD properties described above. The term of said agreement is fifty (50) years and set to expire May 31, 2054; and

WHEREAS, Freeport and BISD intend to complete a property exchange as permitted by Tex. Local Gov't Code 272.001(b), with Freeport deeding the Freeport Property to BISD and BISD deeding the BISD Property to Freeport, under such conditions set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants, conditions, and other good and valuable consideration, the parties mutually agree as follows:

I.

The Parties agree and stipulate that the facts contained in the Preamble above are true and correct.

II.

BISD PROPERTY CONVEYED TO FREEPORT

BISD agrees to convey fee simple title of the BISD Property to Freeport by Special Warranty Deed, in the form attached as Exhibit A on the closing date set forth herein, and further agrees as follows:

1. BISD shall complete demolition of the buildings highlighted in Exhibit B, (two gymnasiums) at its sole expense. Said demolition shall occur within 12 months after closing.
2. Freeport shall complete demolition of the buildings highlighted in Exhibit C at its sole expense. Said demolition shall occur within 24 months subsequent to the building demolition by BISD set forth above.

3. Freeport shall rezone the BISD property for residential use within 90 days after closing.

III.

FREEPORT PROPERTY CONVEYED TO BISD

Freeport agrees to convey fee simple title of the Freeport Property to BISD by Special Warranty Deed, in the form attached as Exhibit D on the closing date set forth herein, subject to the following conditions and exceptions:

1. The Freeport Property is currently dedicated for public use through the Texas Parks and Wildlife Department "Open Space Recreation" program. Freeport agrees to maintain compliance with the Open Space Recreation program requirements and to remove the Freeport Property from said program by designating substitute property with Texas Parks and Wildlife. Freeport shall begin the property substitute process immediately upon execution of this agreement and shall notify BISD when the process is completed and approved by Texas Parks and Wildlife. Completion of this process is a condition precedent to closing. If the successful completion of this process is not accomplished within 90 days from execution of this Agreement ("Termination Option Date"), BISD, at its sole discretion may terminate this contract immediately upon written notice, in which case the Parties will not be obligated to exchange the BISD and Freeport properties as contemplated herein and shall have no other obligations to one another.

IV.

CONDITION OF PROPERTY

1. The Parties agree to accept the improvements upon the property "as is" in its current condition.

2. The Parties shall each be responsible for capping or relocating all utilities serving the buildings that they are responsible to demolish. Any other alterations to utilities, water or sewer service shall be the responsibility of the Party receiving transfer of the property.

3. The Parties shall be responsible to follow all statutory requirements regarding demolition of the buildings they are responsible to demolish, including obtaining all necessary permits and inspections.

V.

CLOSING AND TITLE

1. BISD is required to obtain a survey of the BISD Property acceptable to Freeport and deliver to Freeport at least 30 days prior to closing, which survey shall be attached to the deed granting the BISD Property.

2. Freeport is required to obtain a survey of the Freeport Property and deliver to BISD at least 30 days prior to closing, which survey shall be attached to the deed granting the Freeport Property.

3. The Parties may obtain, at their own expense, a Texas standard form Commitment for Title Insurance ("Title Commitment"), together with legible copies of all instruments and documents referred to as exceptions to title to the properties they are to acquire under this Agreement ("Exception Documents"), in favor of the grantee of such properties, under which the Title Company agrees, subject to the Title Commitment, to issue to grantee of such properties at Closing a Texas standard form, Owner's Policy of Title Insurance, insuring fee simple, indefeasible title to the real property ("Title Policy").

4. CLOSING DATE: Closing shall be at a time mutually agreeable to the parties but in no event later than January 15, 2022.

VI.

MISCELLANEOUS

1. Notices Any notice required or permitted to be given under this Agreement must be in writing and shall be effective upon receipt at the address of the addressee. For the purposes of notice, the addresses of the parties shall be as follows:

FREEPORT: The City of Freeport
 Attn: City Manager
 200 W. Second St., Second Floor
 Freeport, Texas 77541

BISD: Brazosport Independent School District
 Attn: Superintendent
 301 West Brazoswood Dr.
 Clute, Texas 77531

2. Change of Address Each of the parties shall have the right, from time to time, to change their respective addresses by delivering to the other party five (5) days prior written notice.

3. Event of Default Prior to either party declaring an event of default under this Agreement, the defaulting party shall be given thirty (30) days written notice and opportunity to cure the default.

4. Action Upon Default Upon uncured default, either party make seek recover of damages from the defaulting party, including reasonable and necessary damages for attorney fees. This provision is without limit to any other remedy available to the Parties at law or equity.

5. Prior Agreement This Agreement contains all of the agreements and undertakings, either written or oral, of the parties with respect to the real property set forth herein. No prior agreement or understanding pertaining to any such matter shall be effective and the parties specifically disclaim reliance on same in entering into this Agreement.

6. Further Assurances The Parties agree to take any further actions and to execute any further documents which may from time to time be necessary or appropriate to carry out the purposes of this Agreement.

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

8. Force Majeure If by reason of "force majeure" either party hereto shall be rendered unable, wholly or in part, to carry out its obligations under this Agreement, then if such party shall give notice and fully describe the nature of such force majeure in writing to the other party within a reasonable time after the occurrence of the event or cause relied upon, the obligations of the party giving such notice, so far as it is affected by such force majeure, shall be suspended during the continuance of the inability then claimed, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term "force majeure", as used in this section, shall mean acts of God, strikes, lockouts or any other industrial disturbances, acts of public enemy, orders of any kind of the Government of the United States, the State of Texas or the County of Brazoria, or any department or subdivision thereof, or any other civil or military authority, insurrection, riots, landslide, lightning, sinkhole, earthquakes, fires, storms, hurricanes, floods, washouts, droughts, civil disturbances, explosions, breakage or accidents to equipment, machinery, pipelines, canals, or on account of any other causes not reasonably within the control of the party claiming such inability.

The foregoing to the contrary notwithstanding, it is expressly agreed that the giving of an official hurricane warning, including any part of Brazoria County, Texas, shall automatically operate as notice of the existence of force majeure for purposes of applying the provisions of this paragraph.

9. Amendments This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representatives of both parties and approved by the governing bodies of the respective parties hereto.

10. Modification and Waiver No waiver of any right set forth in this Agreement shall be binding upon a party unless in writing, signed by such party. No waiver of any provision of this Agreement shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continuing or repeated subsequently. No express written waiver shall affect any provision other than the one specified in such waiver, and that only for the time and in the manner specifically stated.

Governing Law. This Agreement shall be governed by and construed according to the Laws of the State of Texas. Venue for any action arising under this Agreement shall be in state district court in Brazoria County, Texas.

11. Authority to Bind The individuals signing this Agreement on behalf of Freeport and Port represent and warrant that they are empowered and duly authorized to bind Freeport and Port, as the case may be, to this Agreement according to its terms.

Time of the Essence. Time is of the essence in the performance of the covenants contained in this Agreement.

AGREED AND APPROVED BY GOVERNMENTAL AUTHORITY, by the undersigned, in multiple counterparts, effective on the date set forth above.

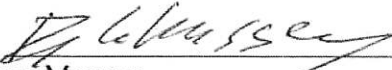
CITY OF FREEPORT

By: _____
Brooks Bass,
Mayor
City of Freeport, Texas

ATTEST:

Betty Wells,
Secretary
City of Freeport, Texas

BRAZOSPORT INDEPENDENT SCHOOL DISTRICT

By: 
Danny Massey,
Superintendent
Brazosport ISD

ATTEST:


Rebecca Kelley
Chief Financial Officer
Brazosport ISD



STANDARD PROPOSAL

Corporate Office
13610 Reeveston Rd
Houston, TX. 77039

Joe Daniel
C 713.320.6638
joe@gmcabatement.com

Date 3-21-2023

Attn: Bryce
Estimator
GMD

Proposal # 57
Project: OA Fleming Elementary
Address: 431 West 4th Street
Freeport Tx

On behalf of Grant Mackay Abatement Co., I would like to thank you for the opportunity to provide this proposal on the above referenced project. It is our desire. to provide you with a quality solution to your project needs. As a highly qualified contractor, I feel our experience, financial strength, and contracting techniques enable us to assure you a professionally completed project.

Removal of asbestos as stated in ESI Reports. Dated

Window glazing, Interior Cement Paneling, Corrugated paneling

GMA will follow DSHS Rules and Regulations

Exclusions: utility disconnects, make safe, unforeseen asbestos, Air Monitoring, power and water, Cut and cap, Bonds, city permits, SWPPP, backfill, site fence,

Price : 42,625.00

Duration: 15 working days



Proposal Terms:

Proposal # 57

1. Includes costs for labor, material and applicable taxes.
2. Compliance with federal, state, and local laws.
3. Site conditions being reasonably similar to those at the time of inspection.
4. Reasonable interpretation of existing conditions based upon Owner provided information of the work area.
5. No contingency or consideration given for delays to the work. If delays occur price may require renegotiation.
6. Owner responsible for state or regulatory fees associated with the Scope of Work.
7. Final clearances will be provided by owner.
8. Pricing based on normal working hours. Overtime required by Owner will constitute and additional cost.
9. Single mobilization to the site unless otherwise indicated.
10. Owner provide adequate electricity, owner provide potable water, owner to provide on-site parking and sufficient storage space for materials and equipment. Utility connections to be adjacent to work area and compatible with Grant Mackay needs.
11. All non-stationary items are to be removed by Owner prior to the start of work unless otherwise noted in Scope.
12. Grant Mackay will not be liable for damage to items left in the work area.
13. Proposal based on Grant Mackay standard terms and conditions.
14. Grant Mackay will employ reasonable efforts to minimize damage to surface and work areas and Owner agrees Grant Mackay will not be held liable for any damages from the construction of containments required to perform the Scope of Work.
15. Client agrees that Grant Mackay has been given permission by the property owner to enter the premises, perform the Scope of Work, use any plans or drawings of the project, and agrees to hold harmless and defend Grant Mackay employees, officers and representatives for any and all claims, costs or damages that result from the performance of the Scope of Work in the absence of gross neglect or willful misconduct of Grant Mackay or its representatives. Grant Mackay is expressly authorized to sign any required disposal forms on behalf of the Owner or generator of any waste removed from the site.
16. Payment and performance bonds are not included in this proposal.
17. Unforeseen conditions may exist at the worksite and as such the Scope of Work is specific and does not include any such unforeseen conditions or contingencies. Additional work, if required will be priced separately.
18. This proposal may be withdrawn or modified for any reason if not accepted within sixty (60) days from the date above.
19. All invoices are due upon receipt and are expected to be paid within 30 days.

Upon acceptance of this proposal, client will receive an electronic service agreement. If you have questions regarding this proposal, please refer to my contact information below. No work will commence until the Grant Mackay Services Agreement has been fully executed.

Sincerely,

Accepted,

Joe Daniel
Vice President
Grant Mackay Abatement
c713.320.6638
joe@gmcabatement.com

Name
Company
Phone



Corporate Office
1055 West 500 South
West Bountiful, UT 84087

(801) 972-6406
(801) 972-6406

Texas Office
13610 Reeveston Rd
Houston, TX 77039

(713) 670-0135
(713) 670-0765

March 16, 2023

Attn: Ken Schulte
Company: Brazosport ISD

Phone: 979-236-9654
Email: kenneth.schulte@brazosportisd.net

Re: Fleming Elementary – Freeport, TX

We at Grant Mackay Demolition are pleased to submit to you our proposal for the above referenced Project. In consideration of the pricing listed below we propose to perform the scope described below. Specific clarifications and conditions will be listed below.

Work included in our scope:

Base Bid Demolition

- Removal of the existing elementary school including footings, foundations, and slab.
- Bid includes providing a temp fence for security
- Demo of the concrete slabs around the school as shown in image below
- Demo of the chain link fencing
- Demo of the pole that's disconnected
- Demo of the light poles (bases remain)
- Price includes tear down, hauling, and disposal fees
- Price does NOT include the permit fees, but we can assist to obtain and pay for them and get reimbursement on 1st invoice.
- The asbestos abatement is included in a breakout on another attached sheet

Structure Demo Total***\$171,680.00**
(One Hundred Seventy-One Thousand Six Hundred Eighty US Dollars)

Alternate Site Demolition

- Demo of concrete walks (city walks and approaches NOT included)
- Demo of the concrete parking lots
- Demo of curbing

Demo of the light pole bases

- Price includes tear down, hauling, and disposal fees
- ANY items being saved for reuse are NOT included in proposal

Site Demo Total*******\$30,397.00**
(Thirty Thousand Three Hundred Ninety-Seven US Dollars)

Exclusions

Grant Mackay Demolition's proposal excludes the following (unless noted in the scope above):

- Bonds, City Permit Fees
- Utility Disconnects and Safe Offs
- Seismic Monitoring
- Engineered Stamped Drawings
- Underground Utility Removal
- Landscaping
- Dewatering
- Earthwork (backfill, dirt removal, compaction, clear, grub, grading, seeding or site restoration)
- Striping Removal
- Road Base Removal
- Non-typical Work Hours Outside of 7AM to 5PM
- Shoring or Bracing
- Capping or Patching
- Capping Wells.
- Piles and Pile Caps Deeper Than 4 ft Below Existing Grade
- Surface Preparation for New Construction
- Preparation for any Other Trades
- Grinding
- X-Ray of Concrete
- Salvage of Items for Contractors or Owners Use
- Temp Walls and/or Dust Partitions or Protections
- Protection of Items to Remain
- Hazardous Material Removal or Handling
- 3rd Party Air Monitoring
- Final Air Clearances or Any Other Associated Items
- Hazardous Materials Assessment
- SWPPP

Conditions

- Grant Mackay Demolition's proposal is based on the following conditions:
 - Price is based on typical construction unless otherwise noted on plans and specs.
 - **Grant Mackay Co retains salvage rights to ALL METALS (copper wire, copper tubing, steel, aluminum, stainless, etc.)**
 - If schedule changes (start/end dates) are due to unforeseen circumstances, Grant Mackay Company reserves the right to seek accelerated costs.

- This proposal supersedes any scope sheets or other documentation where Grant Mackay Company scope responsibilities are concerned. All inclusions and exclusions as outlined above and in the scope of work must become part of the contract.
- Fuel at time of bid is \$4.30 per gallon. If fuel costs exceed more than 5% Grant Mackay Co. reserves the right to request an adjustment for the difference of the going rate during time of work
- Clear and ready access to the site.
- One (1) mobilizations and demobilizations to project site included in our proposal. Additional Mobilization is \$2,800.00
- Pricing in this proposal based on a schedule of Monday – Friday working 50 hours per week. Weekend or Overtime work would have additional costs associated.

If you should have any questions concerning the scope of work outlined in this proposal, please feel free to contact me at the office at (713)670-0135 or on my mobile at (801) 792-0144. The pricing on this proposal is valid for 30 days. Payment terms, Net 30.

Sincerely,

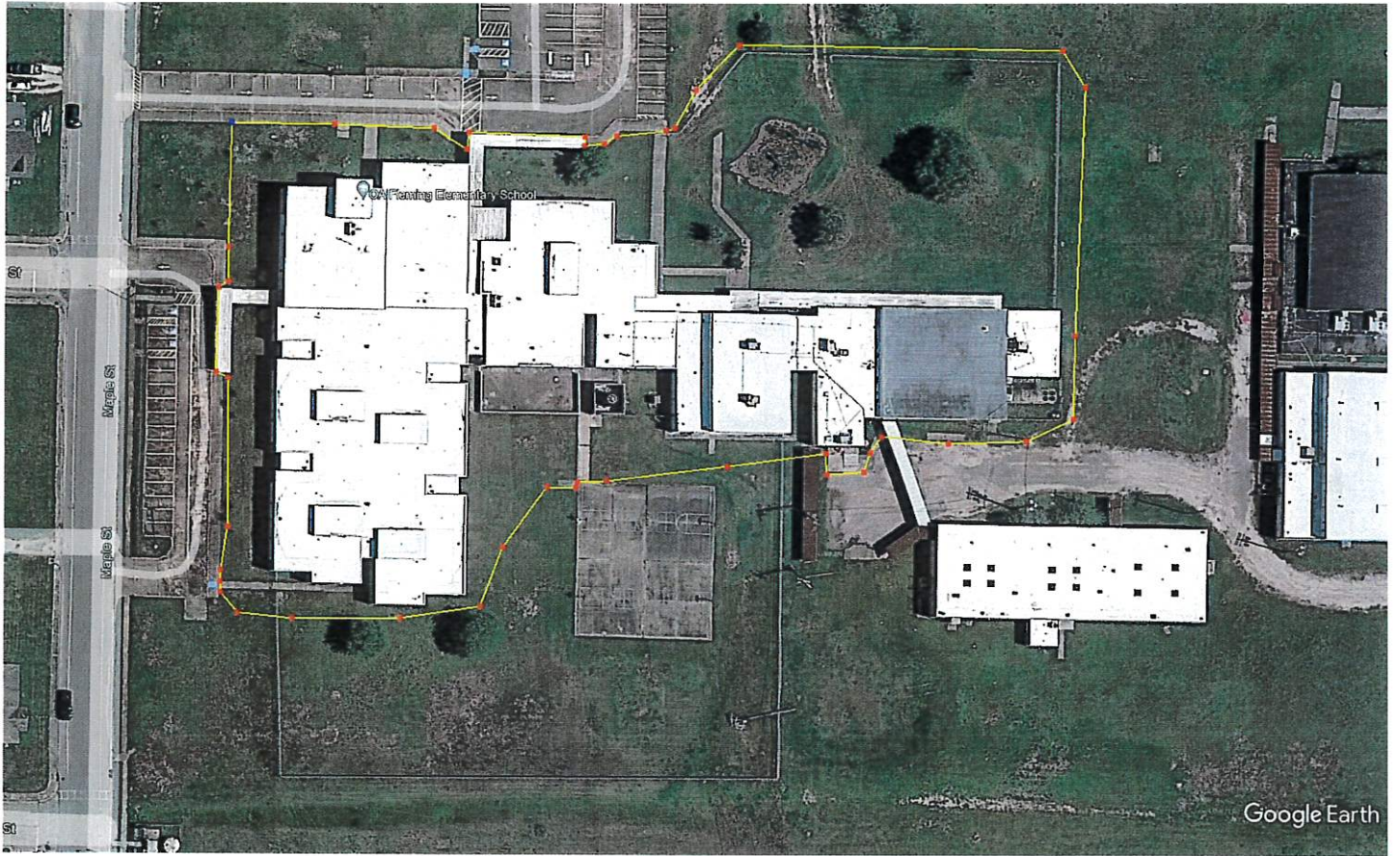


Bryce Christensen
Senior Estimator
Grant Mackay Demolition

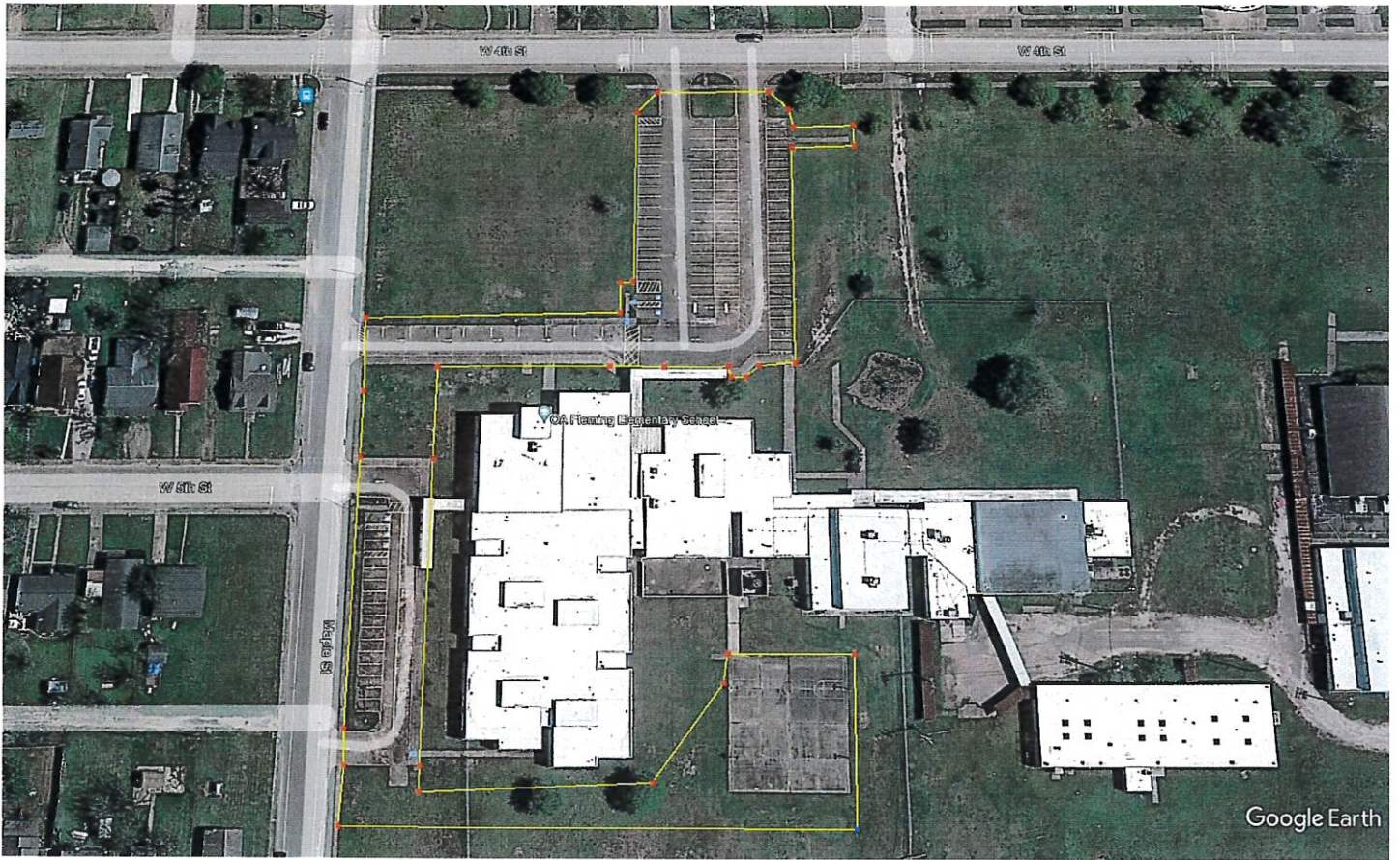


<p><u>Accepted:</u> The above prices, scope of work, and EXCLUSIONS are satisfactory and are hereby accepted. Once bid is accepted, this bid becomes part of the contract.</p> <p>Buyer: _____ Signature: _____ Date: _____</p>	<p><u>Confirmed:</u> Grant Mackay Co Inc.</p> <p>Authorized Signature: _____</p> <p>Estimator: _____</p>
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BASE BID SCOPE OUTLINE



ALTERNATE SITE DEMO OPTION OUTLINE



City of Freeport
Grant Listing

Applying for	Status	Type of Project	Actions	Deadline	Grant Amount	City Match	Total Project
Homeland Security-Port Security							
BrushTruck 2022	In Progress			12/31/2022	\$ 125,000	\$ -	\$ 125,000
BrushTruck 2021	Denied			12/31/2021	145,000	-	145,000
Radios				12/31/2022	212,000	-	212,000
S.A.F.E.R.				12/31/2022			-
Training Grant					103,000	-	103,000
FEMA AFG (American Firefighters Grant)							-
Texas Forestry Service-Arson Conference							-
Mobile Video Equipment Upgrade	Pending	Upgrade Patrol Unit Camera	Pending OOG Review	02/09/2023	102,650	-	102,650
Body Camera Upgrade Project	Pending	Body Camera Upgrade Project	Pending OOG Review	02/09/2023	43,902	-	43,902
Rifle-Resistant Body Armor	Pending	Rifle-Resistant Body Armor	Pending Applicant Response (Fund Hold)	02/09/2023	50,908	-	50,908
Beach Maintenance (BMR)	In Progress	Beach Maintenance		8/31/2023	12,000	-	12,000
Lift Station #3 Generator	In Progress	Generator	Pending FEMA Approval	1/15/2022	36,000	4,000	40,000
Lift Station #4 Generator	In Progress	Generator	Pending FEMA Approval	1/15/2022	36,000	4,000	40,000
Lift Station #14 Generator	In Progress	Generator	Pending FEMA Approval	1/15/2022	36,000	4,000	40,000
City Hall Generator	In Progress	Generator	Pending FEMA Approval	1/15/2022	300,000	100,000	400,000
Riverplace Generator	In Progress	Generator	Pending FEMA Approval	1/15/2022	150,000	50,000	200,000
Service Center Generator	Denied	Generator		1/15/2022	150,000	50,000	200,000
Recreation Center Generator	Denied	Generator		1/15/2022	150,000	50,000	200,000
Mitigation Grant Sewer Line Rep.	Granted	Sewer Line Replacement	Waiting to award construction contract	11/16/2021	5,931,626	59,915	5,991,541
Mitigation Grant WWTP Improvements	Granted	WWTP Improvements	Completing Engineering & Environ.	12/7/2021	5,991,468	60,520	6,051,988
HGAC MIT Water Pump Station Ren.	In Progress	Pump Station Renovations	Pending Review	1/9/2022	1,837,967	-	1,837,967
TXDOT Sidewalks	In Progress	Sidewalk Renovations	Completing Application		5,000,000	-	5,000,000
Total Applied For					\$ 20,413,521	\$ 382,435	\$ 20,795,956
Total Denied					445,000	100,000	545,000
Total in Review/Waiting Approval					1,092,460	162,000	1,254,460
Total to be Received					18,876,061	120,435	18,996,496

City of Freeport
Capital Projects
As of April 30, 2023

Project	Project Status	Budget/Estimated Cost	Spent To Date	Remaining Budget
Fund 67 - 2021 CO Bond Fund				
Lift Station 3, 4, and 14 Rehabilitation	Construction has begun	\$ 1,735,713.00	\$ 986,140.19	\$ 749,572.81
FM 1495 Water Line Relocation	AFA agreement signed. Contract awarded by TXDOT, local share remitted	395,476.84	396,709.84	(1,233.00)
Phase I SSOI Engineering	Underway	215,926.36	-	215,926.36
Sanitary Sewer Collection GLO Project	Engineering is complete and request for bids will be sent out in March	59,316.26	-	59,316.26
Wastewater Treatment Plant Grant Match	Engineering is 90% Complete	60,520.00	-	60,520.00
Avenue H Sewer Line Replacement Grant Match	Complete	42,375.00	40,192.30	2,182.70
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	\$ 1,423,042.33	\$ 3,576,957.67

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	\$ 206,053.24
2020-2021 Asphalt Streets - County Interlocal	321,260.88
2020-2021 Water/Sewer Relocation - Asphalt Streets	230,704.84
2021-2022 Asphalt Streets - County Interlocal	382,973.00
2021-2022 alley Sewer Relocation - Asphalt Streets	117,000.00
2022 Phase 1 Concrete Streets - Engineering	320,130.00
2022 Phase 1 Concrete Streets - Construction	2,381,309.43
2022-2023 Phase 2 Concrete Streets - Engineering	426,380.00
2022-2023 Phase 2 Concrete Streets - Construction	1,801,057.37
Velasco Pump Station Improvements	316,707.00
Heritage House Renovations	375,000.00
City Hall Renovations	998,000.00
Bids Due April 26, 2023	7,876,575.76
Total Funding Fund 66 - 2020 CO Bond Fund	\$ 6,265,357.22

Fund 14 - Streets & Drainage Funds

Road Failure - Avenue D	\$ 49,000.00
Asphalt Streets 2022-2023	446,041.00
Entry Road for Park	150,000.00
Streets & Drainage Project	759,000.00
2022-2023 Phase 2 Concrete Streets - Construction	1,751,537.36
Road Failure - 1420 10th Street	-
Total Funding Fund 14 - Streets & Drainage Fund	\$ 3,155,578.36

Fund 21 - Facilities & Grounds CIP

City Hall Renovations	\$ 750,000.00
Request for proposals have been let and are due in March	-
	\$ 750,000.00

CDBG MIT 2016 HUD - Sanitary Sewer Collection System SSOI	Engineering is complete and request for bids will be sent out in March	\$	5,931,626.00	\$	438,461.52	\$	5,493,164.48
CDGB MIT Harvey - Wastewater Treatment Plant Improvements	Engineering is 90% Complete		5,991,468.00		216,131.61		5,775,336.39
CDBG - Bar Screen Replacement	Complete		193,271.00		170,328.45		22,942.55
CDBG - Avenue H Sewer Line Replacement	Complete		260,000.00		-		260,000.00
		\$	12,376,365.00	\$	824,921.58	\$	11,551,443.42

Other Projects

Unicode Migration Project	Financial System, Utility Billing, and Court Complete. HR in progress.		208,000.00		77,213.25		130,786.75
		\$	208,000.00	\$	77,213.25	\$	130,786.75

Office of City Secretary Monthly Report

April 2023

Public Information Request:

5 requests were received, 4 closed in the month of April.

Agenda's and Minutes Prepared:

3 City Council Agenda's. 3 sets of City Council Meeting Minutes

Election:

Ward D Election

Texas Municipal Clerks Certification Program:

Prep for Second Course of the City Secretary Certification Program.

Community Development



Building Permits & Inspections

Health Permits & Inspections

Short Term Rental Inspections

Planning & Zoning

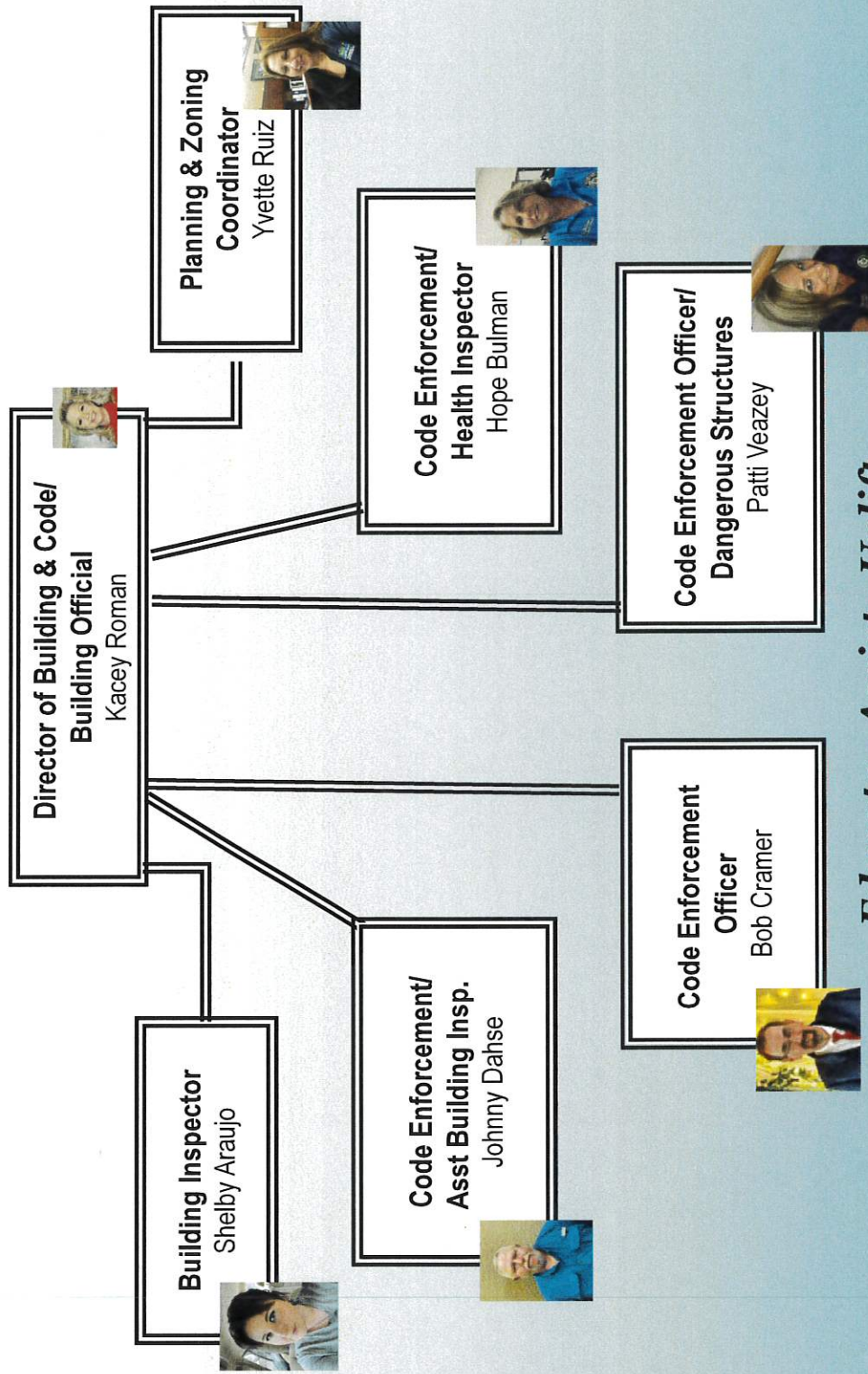
Board of Adjustments

Code Enforcement

Permit Desk Operations

Educate - Assist - Uplift

Community Development



Educate - Assist - Uplift

New Businesses in Freeport!

Inspected and approved for a Certificate of Occupancy



“Belly’s on the Brazos”

Waterfront Restaurant and Marina

719 S. Ave A

New Businesses in Freeport!

Inspected and approved for a Certificate of Occupancy



“Come Over Rover”

Grooming/Daycare/Boarding Resort

217 N. Gulf Blvd

New Businesses in Freeport!

Inspected and approved for a Certificate of Occupancy



“Baymont Inn & Suites”

320 S. Gulf Blvd (corner of Velasco and S. Gulf Blvd)

Freeport City Clean Up!

Over 100 participants!



Saturday, April 22, 2023

Dangerous Structures

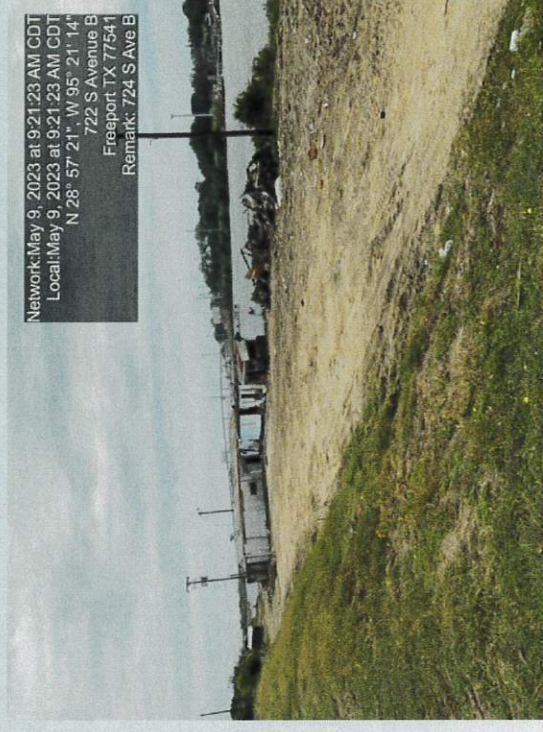
Demolition and Abatement with the assistance of the Board of Adjustments



802 Dixie

Code Enforcement Progress

Longtime Cleanup Project – Union Pacific Railroad Property at 724 S. Ave B
Remediation of Dangerous Structures, over 20+ abandoned boats, Junk, Trash and Debris
Progress is still ongoing and should be complete soon.



Before and After

Code Enforcement

Working with Citizens to improve our Community!



Before and After – 1107 W. 8th

Code Enforcement

Working with Citizens to improve our Community!



Before and After – 1707-1709 W. 5th

Short Term Rentals

Inspected and In Compliance

1	1804 N AVE L, FREEPORT TX, 77541	EDWARDS ANTHONY 1804 N AVE L FREEPORT TX, 77541	9/23/2022	INSPECTED AND IN COMPLIANCE
2	923 W 12TH, FREEPORT TX, 77541	WELLS JOSHUA M & ASHLEY A, 3565 RODEHAMPTON CT COLORADO SPRINGS, CO 80918	8/17/2022	INSPECTED AND IN COMPLIANCE
3	71 DOLPHIN, FREEPORT TX, 77541	BOUNDS KELLY & KATRINA 2689 FM 2705 MEXIA, TX 76667-2082	10/5/2022	INSPECTED AND IN COMPLIANCE
4	82 DOLPHIN, FREEPORT TX, 77541	BAYFRONT RENTAL LIMITED LIABILITY COMPANY 7915 RANIC DR HOUSTON, TX 77064-1720	8/4/2022	INSPECTED AND IN COMPLIANCE
5	87 DOLPHIN, FREEPORT, TX 77541	CHU DIEM T & QUOC D HOANG 6418 FERRIS DR # 3 HOUSTON, TX 77081-4690	10/17/2022	INSPECTED AND IN COMPLIANCE
6	91 DOLPHIN, FREEPORT TX 77541	WARREN BRUCE & DEBBIE 2307 WHITE TAIL LN LAKE JACKSON, TX 77566-3604	8/5/2022	INSPECTED AND IN COMPLIANCE
7	95 DOLPHIN, FREEPORT TX, 77541	PARKER MARK & CAROL N 76 DOLPHIN LN FREEPORT, TX 77541-8338	8/9/2022	INSPECTED AND IN COMPLIANCE
8	98 DOLPHIN, FREPORT TX, 77541	COTTONWOOD TRAIL INVESTMENTS P O BOX 25458 HOUSTON, TX 77265-5458	10/20/2022	INSPECTED AND IN COMPLIANCE
9	307 W 1ST ST, FREEPORT TX, 77541	DOWNNEY KAREN MARIE 315 W 1ST ST FREEPORT, TX 77541	9/19/2022	INSPECTED AND IN COMPLIANCE
10	223 S FRONT ST, FREEPORT TX, 77541	APHRODITE HOLDINGS 2510 E SUNSET RD STE 5-982 LAS VEGAS, NV 89120	8/9/2022	INSPECTED AND IN COMPLIANCE
11	62 MARLIN, FREEPORT TX, 77541	SHAHAN DONALD A & GINGER A & RYAN & ASHLEY 32603 WESTON CT FULSHEAR, TX 77441	8/29/2022	INSPECTED AND IN COMPLIANCE
12	125 MARLIN, FREEPORT TX, 77541	VIETTEX 20119 BALDWIN OAK ST KATY, TX 77449-7685	8/9/2022	INSPECTED AND IN COMPLIANCE
13	118 REDFISH, FREEPORT TX, 77541	CAI QUYNH NGUYEN & LAN THU THI HUYNH 17406 MEADOW LIGHT DR RICHMOND, TX 77407	8/26/2022	INSPECTED AND IN COMPLIANCE

Short Term Rentals

Notified and Pending

1	403 W BROAD UNIT A	TRAN LOC BA 11507 PAGODA DR STAFFORD, TX 77477-1218	Has been inspected, waiting on them to finish some small repairs.	
2	403 W BROAD UNIT B	TRAN LOC BA 11507 PAGODA DR STAFFORD, TX 77477-1218	Has a current long term resident - may change to AirBNB when tenant leaves.	
3	104 MARLIN, FREEPORT TX, 77541	CRYSTAL CRUISE INVESTMENTS LLC DBA WATER WOES 2413 MARKET ST GALVESTON, TX 77550	LAST INSPECTED ON 4/27/2023 FOR SHORT TERM RENTAL, Pulled Permits for Repairs	

Sent Notifications - Not In Compliance

1	511 W 6TH ST, FREEPORT TX, 77541	ADD RENTALS LLC 9609 HOCKER ST KANSAS CITY, MO 64139	NEW LISTING ON AIRBNB. Sent Notice.	
2	224 W PARK, FREEPORT TX, 77541	Park Avenue Lofts; Attn: Jeff Pena 224 W PARK, SUITE 100 FREEPORT, TX 77541	Refuses to Register and Comply. Appealed to BoA and was denied. Filed Lawsuit in Brazoria County District Court	
3	220 W PARK, FREEPORT TX, 77541	SUN TERRA ENTERPRISES 945 MCKINNEY ST #10942 HOUSTON, TX 77002	Sent Notice.	
4	59 MARLIN, FREEPORT TX, 77541	LONE CONE REAL ESTATE LLC 1572 COUNTY ROAD 351 MUNSTER, TX 76252	SPOKE WITH KIM VELDERHOFF ON 2/24/2023; IN REGARDS TO APPLYING FOR SHORT TERM RENTAL	
5	102 DOLPHIN, FREEPORT TX, 77541	GARZA TRAVIS & IVY AUSTIN-GARZA 15818 CYPRESS HALL DR CYPRESS, TX 77429-6989	Investigating. Owner denies that it is a Short Term Rental.	

Not a Short Term Rental

1	427 W 1ST ST, FREEPORT TX, 77541	RUSSELL GENE EDWARD III & STACI R 5222 NODAWAY LN SPRING, TX 77379	Listed as Rentals only over 30 days.	
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Planning & Zoning

Proposed Ordinance Changes that are scheduled to be discussed at P&Z.

Proposed changes to the Zoning Ordinance include:

- Allowance of Shipping Containers or other portable storage units for permanent storage as a permitted use in C-1, C-2, C-3, W-1, and IN Zoning districts, with certain Limited Use Restrictions.
- Allowance for fences to be constructed past the front building line in W-R Zoning district
- Allowance with a Specific Use Permit for the development of Mini-Storage units in the C-2 Zoning District.
- Allowance for Drive Through and Drive-in restaurants in C-1 and C-2 Zones as a Permitted use.



Finance, Court & Water Departments

Title: Monthly Report for April 30, 2023

Date: May 15, 2023

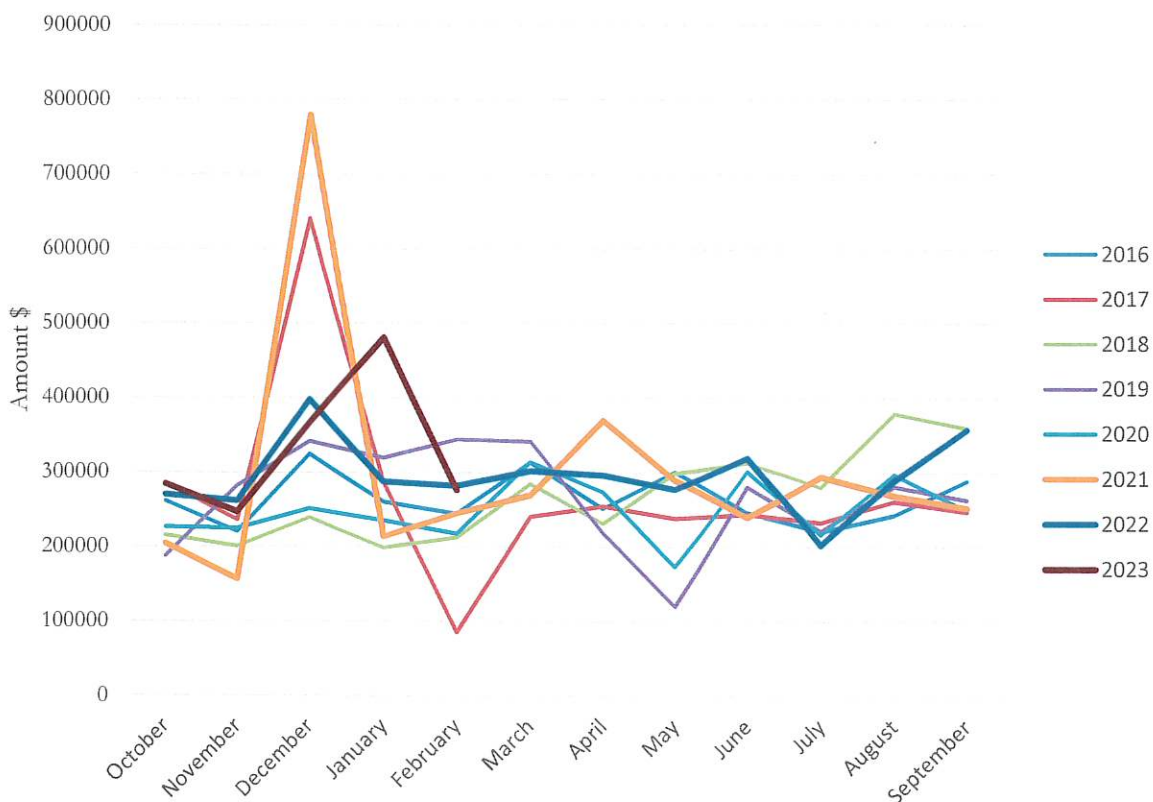
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of April 30, 2023 are \$14,053,850 or 70.75% of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are more than last year at this time.

Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of April 30, 2023 are \$10,899,313 or 53.79% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by \$3,154,538. The fund balance or reserves of the General Fund as of April 30, 2023 is \$9,069,360. This is 44.75% of the expenditure budget.

Monthly Report Finance, Court & Water Departments

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of April 30, 2023 are \$4,315,098 or 23.77% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of April 30, 2023 are \$3,613,754 or 54.78% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are under the expenditures by \$701,344. The fund balance or reserves for the Water & Sewer Fund as of April 30, 2023 is \$768,281. This fund balance is only 11.65% of the operating expenditures.

Customer Service Department – Water & Court

We are continuing with the cross-training of employees. Also, we are working with Veolia to identify dead meters and idle accounts.

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 June. Then move to the Water/Sewer records, Human Resources records, invoice and purchase orders

Other

We created a departmental calendar for informational flyers to be included in the water bills each month.

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

City of Freeport
Monthly Financial Report
As of April 30, 2023
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	\$ 5,914,821	\$ 5,914,821	
Revenues					
EMS	\$ 571,697	\$ 589,000	\$ 589,000	\$ 388,011	65.88%
Property Taxes	3,092,192	3,355,000	3,355,000	2,981,778	88.88%
Industrial Taxes	8,171,633	8,679,299	8,679,299	5,638,450	64.96%
Sales Tax	2,361,795	2,250,000	2,250,000	1,102,518	49.00%
Franchise & Other Taxes	664,892	644,000	644,000	392,268	60.91%
Permits	276,188	196,625	196,625	442,927	225.26%
Charges for Services	858,762	793,700	793,700	466,633	58.79%
Recreation/Rental	121,819	100,500	100,500	63,291	62.98%
Golf	814,284	652,000	652,000	463,450	71.08%
Municipal Court	234,733	208,500	208,500	95,305	45.71%
Grants	1,788,558	2,092,765	2,092,765	1,495,759	71.47%
Lease Income	151,087	125,000	125,000	18,793	15.03%
Miscellaneous	649,261	176,820	176,820	504,670	285.41%
Total Revenues	19,756,901	\$ 19,863,209	\$ 19,863,209	\$ 14,053,852	70.75%
Expenditures					
Administration	\$ 2,113,246	\$ 1,792,676	\$ 1,792,676	\$ 1,235,268	68.91%
Information Technology	-	229,628	229,628	183,209	79.78%
Service Center	231,715	201,887	201,887	111,412	55.19%
Municipal Court	239,515	231,301	231,301	162,547	70.28%
Police	4,855,088	5,254,992	5,254,992	2,891,472	55.02%
Fire	1,200,390	1,425,610	1,425,610	830,512	58.26%
EMS	1,020,517	969,552	969,552	455,074	46.94%
Emergency Management	150,986	-	-	-	
Code Enforcement	393,520	479,991	479,991	231,256	48.18%
Building	306,662	308,662	308,662	154,776	50.14%
Garbage Collection	887,107	720,000	720,000	370,489	51.46%
Street & Drainage	1,403,967	1,500,782	1,500,782	811,937	54.10%
Beach Fund Expense	57,529	42,850	42,850	2,830	6.60%
Historical Museum	345,069	374,526	374,526	137,327	36.67%
Sr Citizens Commission	7,731	7,500	7,500	4,008	53.44%
Library	33,549	41,535	41,535	21,525	51.82%
Parks	1,284,982	1,294,028	1,294,028	586,753	45.34%
Golf	1,190,704	1,235,668	1,235,668	694,793	56.23%
Recreation	492,678	572,840	572,840	216,319	37.76%
Interfund Transfer to	4,502,980	3,729,095	3,729,095	1,885,305	50.56%
Interfund Transfer from	(150,000)	(150,000)	(150,000)	(87,500)	58.33%
Total Expenditures	20,567,934	\$ 20,263,123	\$ 20,263,123	\$ 10,899,313	53.79%
Revenue Over/(Under)					
Expenditures	\$ (811,034)	\$ (399,914)	\$ (399,914)	\$ 3,154,538	
Ending Fund Balance	\$ 5,914,821	\$ 5,165,055	\$ 5,514,907	\$ 9,069,360	

City of Freeport
Monthly Financial Report
As of April 30, 2023
Water Sewer Fund

	FY2022	Adopted	Amended	Year to Date	% YTD
	Actuals	FY2023 Budget	FY2023 Budget	Actual	Budget
Beginning Fund Balance	\$ 50,936	\$ 174,759	\$ 66,937	\$ 66,937	
Revenues					
Interlocal Revenue	\$ 16,086	\$ 4,000	\$ 4,000	\$ 3,691	92.28%
Interest	2,408	1,000	1,000	8,712	871.19%
Misc Income	1,749	-	-	(35)	N/A
Misc Income Return Checks	1,242	1,000	1,000	575	57.50%
Utility Reimbursements	165,400	100,000	100,000	86,809	86.81%
Community Dev Grant	136,229	-	-	-	N/A
Grant - CDBG GLO	622,829	-	11,336,988	254,449	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(40)	-	-	(11)	N/A
Water Revenue	3,500,777	4,178,200	4,178,200	2,306,602	55.21%
Water Revenue - Misc	(1,722)	-	-	-	N/A
Sewer Revenue	2,563,543	2,400,000	2,400,000	1,545,305	64.39%
Sewer Revenue - Misc	20	-	-	-	N/A
Sewer Surcharge	321	-	-	-	N/A
Water Tap Fee	23,752	15,000	15,000	20,000	133.33%
Sewer Tap Fee	3,040	3,000	3,000	3,429	114.30%
Bad Debt Write-Off	728	1,000	1,000	1,193	119.28%
Connect & Disconnect Fees	132,499	110,000	110,000	84,379	76.71%
Transfer from General Fund	323,000	-	-	-	N/A
Total Revenues	7,491,862	\$ 6,813,200	\$ 18,150,188	\$ 4,315,098	23.77%
Expenditures					
Salaries	\$ 98,019	\$ 102,267	\$ 102,267	\$ 48,404	47.33%
Benefits	97,149	40,692	40,692	29,728	73.06%
Supplies	76,241	70,950	70,950	23,680	33.38%
Services	5,553,016	5,848,140	5,848,140	3,105,510	53.10%
Maintenance	89,129	65,000	65,000	38,430	59.12%
Sundry	16,548	17,800	17,800	20,094	112.89%
Capital Outlay	1,083,229	-	-	84,562	N/A
Debt Service Fees	9,833	-	-	-	N/A
Transfer to Debt Service	302,698	301,450	301,450	175,846	N/A
Transfer to CO2021 Bond Fund	-	-	-	-	N/A
Transfer to General Fund	150,000	150,000	150,000	87,500	N/A
Total Expenditures	\$ 7,475,861	\$ 6,596,299	\$ 6,596,299	\$ 3,613,754	54.78%
Revenue Over/(Under)					
Expenditures	\$ 16,001	\$ 216,901	\$ 11,553,889	\$ 701,344	
Ending Fund Balance	\$ 66,937	\$ 391,660	\$ 11,620,826	\$ 768,281	



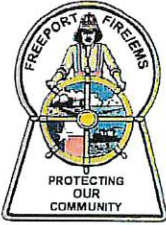
City of Freeport Utility Billing
April 2023 Statistics

Total Active Accounts	3,556	
Total Services Disconnected	55	
Total New Services	65	
Billed Consumption - Water	27,557,300	\$ 332,183.24
Billed Consumption - Sewer	19,466,600	246,596.33
Billed Garbage		71,612.84
Billed Ambulance		6,914.27
Total Billed		<u>\$ 657,306.68</u>



City of Freeport Municipal Court
April 2023 Statistics

Citations Issued	133	
Number of Violations Issued	161	
Court Payments Received	\$ 22,902.13	
Warrants Issued	31	\$ 11,526.59
Total Active Warrants	2,343	\$ 933,174.58



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: May 15, 2023

Re: April 2023

Response alarms: Fire - 14
 EMS - 168
 Total - 182

Significant Events: Air Ambulance transport: 4
 Request mutual aid into the city EMS response: 10 FIRE 2
 Mutual aid given to other cities to cover EMS response: 1 FIRE 1
 Two EMS units working calls at the same time: 22
 Three working EMS alarms: 3
 Four working EMS alarms: 1
 Five working EMS alarms: 0
 Transport rate: 58%

Equipment/Infrastructure: Fire Station #1 driveway repair: No update from Public Works.
 Ambulance 908: In service, but has passenger door damage;
 hinge sprung from heavy winds. Waiting on Insurance Adjuster.
 Station #2: Site and Plan Review. Schedule follow up meeting.

Audit: Texas Department of Insurance audit was received and under
 internal review for accuracy:

Emergency Management: Monitoring and reviewing daily COVID-19 BC Health reports.
 Preparing emergency management response to natural disasters.

Mitigation Grants: Reviewing mitigation projects for the City of Freeport.



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Freeport, Texas 77541
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Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

Personnel:

Staffing:

Fire Fighter Vacancy: Six (Full-time)
Fire Fighter Vacancy: Three (Part-time)
EMS Vacancy: Five (Part-time).
Employee testing: OPEN
Interviews: Three

April 17, 2023: City Council Presentation requesting approval for salary increase. Approved.

Training Employees: FEMA Finance Refresh Training Lake Jackson Civic Center
Community Threat Group Identification, Assessment & Information

Injuries: None.

Events: 40th Freeport Fire Riverfest BBQ Cook-off
Brazoria County City Association Meeting Surfside, Stallman Park
Brazoria County Firefighter Association
Brazoria County Petrochemical Lake Jackson Museum.

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

Announcements: N/A



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Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Jason Shafer
Deputy Chief
Fire Marshal

Office of the Fire Marshal

April 2023 Monthly Report.

Fire/Safety Inspections:

Address	Inspection Type	Pass/Fail
1216 W 9 th	Fire Alarm	Pass
1216 W 9 th	Kitchen Suppression	Pass
326 S. Brazosport	Annual Fire	Fail
320 S. Gulf	Fire Alarm	Fail
217 N. Gulf	Fire Marshal Final	Pass
1401 N. Ave G	Annual	Pass
719 S. Ave A	Fire Marshal Final	Pass
200 W. 2 nd	Mobile Food Unit	Pass
Total Inspections: 8		

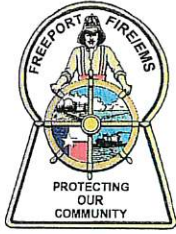
Plans Review:

Name or Address	Type of Plan	COMMENTS Y/N
2300 SH 288 A	Fire Alarm	Y
2300 SH 288 A	Fire Pump	Y
2300 SH 288 A	Underground Fire Line	Y
2300 SH 288 A	Sprinkler	Y
2300 SH 288 B	Fire Alarm	Y
2300 SH 288 B	Underground Fire Line	Y
1100 N. B-port 7&8	Sprinkler	Y
1100 N. B-port 7&8	Sprinkler	Y
Total Reviews: 8		

Fire Investigations:

Address	Type of Fire	Disposition
850 N. Ave J	Undetermined	Open
Assist PD	Warrant service	Assist
Assist LJFMO	Structure Fire	Assist
Total: Investigations: 3		

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



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 Freeport, Texas 77541
 Phone (979) 233-2111
 Fax (979) 233-4103

Christopher Motley
 Chief / EMC

Mike Praslicka
 Deputy Chief
 EMS Coordinator

Jason Shafer
 Deputy Chief
 Fire Marshal

Fire Safety Consultation/ Consultation:

Whom	In Reference to:
TDECU	Fire Alarm
Riviana Rice	Sprinkler system
Building Official and Owner	1309 N. Brazosport Blvd.
Building Official and Owner	307 Sail Fish
Building Official and Owner	Proposed Storage
Building Official and Owner	1309 N. Brazosport #C
Total: 6	

Incident Response:

Location	Type of Incident	Disposition
505 Port Rd	Sprinkler Activation	Investigate
7351 Stephen F Austin	Structure Fire	Assist Jones Creek Fire
850 Ave J	Structure Fire	Command/Investigate
724 S Ave B	Mobile property Fire	Command/Investigate
Total Calls: 4		

Public Education Events:

Location	Name of Event	Appx # people
Port Admin	Fire Extinguisher Training	40
Total: 1		

Stop Work Order's/ NOV's/ Fire Marshal's Orders:

Address	Description	Disposition
Total: 0		

Training:

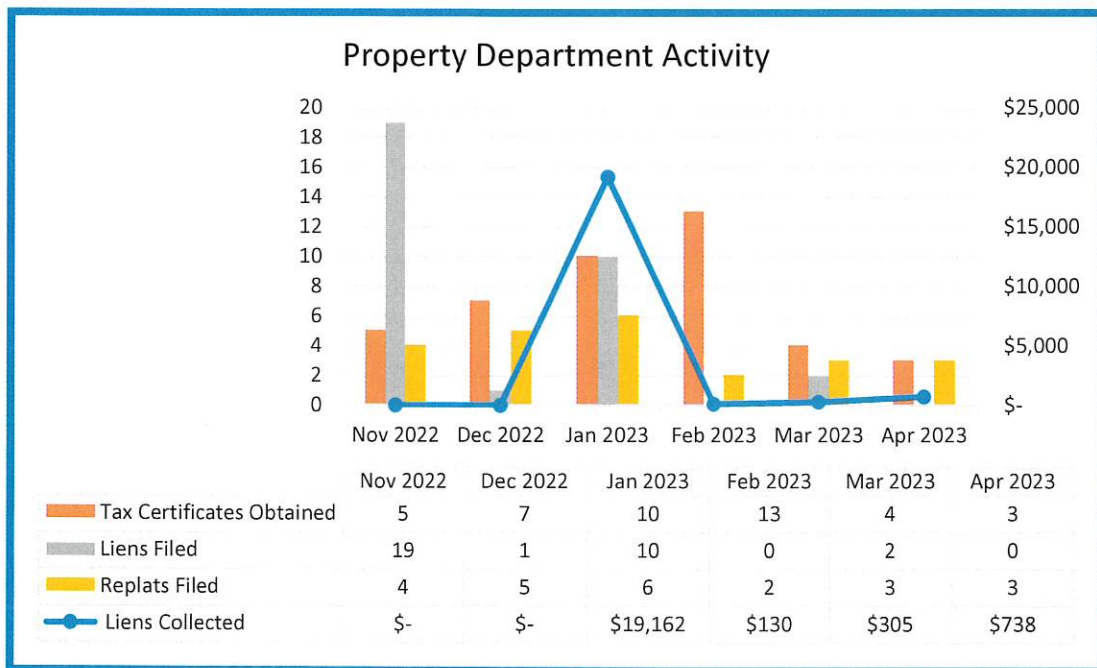
Course Name	Hours
MGT 406 Treat Group Identification	8
FM Global Fighting Fire in Sprinklered building (on line)	4
CFI Trainer Introduction to Youth set fires (on line)	3

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

Property & GIS Monthly Report April 2023

Property:

- Lien Calculations/Payoff Preparations/Releases
 - Collected: \$ 737.93
 - Payoff Preparations: 2
 - Liens Released: 2
- Brazoria County Tax Office – Tax Certificates (3)
- Brazoria County Clerk – File Liens (0) & Replats (3)



GIS:

- | | |
|--|---|
| <ul style="list-style-type: none"> • Update ownership data • Water/Sewer Mapping <ul style="list-style-type: none"> ○ Water Valves ○ Water Lines ○ Drainage Lines/Ditches ○ Drainage Inlets/Grates ○ Sidewalks | <ul style="list-style-type: none"> • 200' Replat maps with ownership • 911 Address Range Verifications • New Address Assignments • Departmental Data Information Requests |
|--|---|

Projects:

- | | |
|--|------------------------|
| <ul style="list-style-type: none"> • Illumination Street Lights - Submission of Approval Letter (2/7/23) <ul style="list-style-type: none"> ○ New Light Locations Approved by Council • GIS Mapping Data | <p>100%</p> <p>30%</p> |
|--|------------------------|

Monthly Golf Course Report April 2023

Mother Nature cooperated for the most part this month and we saw our highest revenue for a February in the past 20 years. Our goal was \$37,400 and we exceeded that by \$11,726. We ended the month at \$49,126 with just over 1600 rounds of golf played. Our membership was slightly over last year as well. Some of the key factors that seem to play a part in these numbers were good course conditions, average rainfall with slightly above temps. We were only cart path only seven days which really helps revenue. Also our neighboring course has raised their rates again. We are priced very well and with good course conditions we continue to attract more customers that may have played the Lake Jackson course more often.

We had two high school tournaments this month that went very well and brought in a additional \$3000 in revenue. March is the start to our tournament season and we have three lined up for the month. Weather predictions call for above average temps, and below average rainfall so we should continue to see some good numbers.

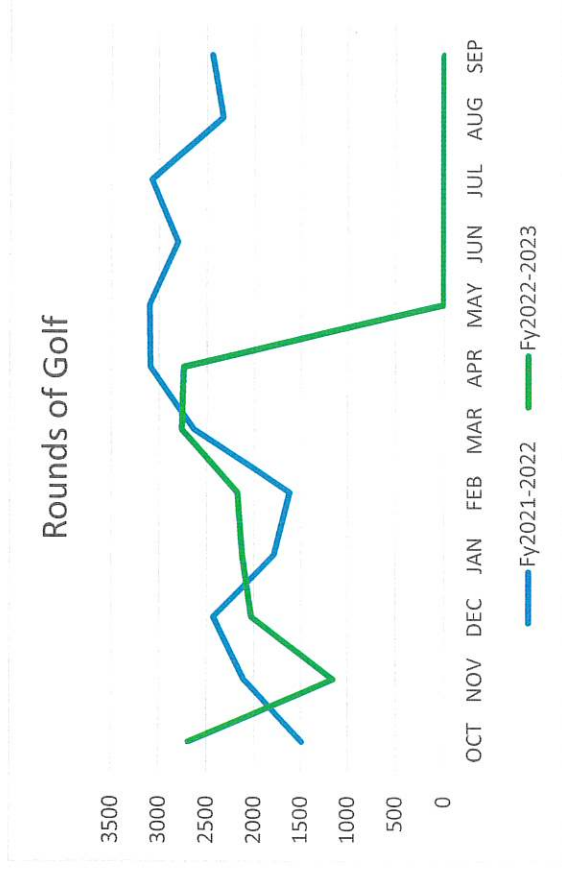
Thank you

Brian

Rounds of Golf

Month	Fy2021-2022	Fy2022-2023
OCT	1489	2692
NOV	2109	1153
DEC	2430	2028
JAN	1785	2125
FEB	1619	2176
MAR	2633	2761
APR	3089	2740
MAY	3100	0
JUN	2801	0
JUL	3076	0
AUG	2328	0
SEP	2443	0

28902 15675



Memberships

Month	FY2021-2022	FY2022-2023
OCT	179	194
NOV	171	184
DEC	172	186
JAN	158	174
FEB	160	178
MAR	163	195
APR	178	192
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	\$ 50,986.00	\$ 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	\$ 56,927.48	\$ 63,544.32	\$ 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	\$ 57,656.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	\$ 61,756.57
February	\$ 29,092.00	\$ 31,360.00	\$ 31,360.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	\$ 49,126.05	\$ 62,570.03
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	\$ 91,891.25
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	\$ 93,009.09
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	\$ 812,966.41	474,033.24

Golf Course Goals vs Actuals 2022-2023

Goal													
Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	14,000	12,000	13,000	10,000	10,000	16,000	18,000	18,000	17,000	16,000	13,000	13,000	170,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	8,000	8,000	6,000	6,000	5,000	7,000	10,000	11,000	11,000	10,000	9,000	9,000	100,000
Merchandise	11,000	11,000	12,000	10,000	10,000	15,000	20,000	19,000	18,000	16,000	13,000	13,000	168,000
Prep Food	550	650	400	500	400	800	1,100	1,200	1,200	750	750	700	9,000
Beer Sales	6,000	7,000	7,000	5,000	3,000	7,000	9,000	9,000	8,000	7,000	6,000	6,000	80,000
Drinks/Chips	2,500	2,000	1,500	1,500	1,500	2,000	3,500	3,500	3,000	3,000	3,000	3,000	30,000
Memberships	8,000	8,000	8,000	8,000	7,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	95,000
Total	\$50,050	\$48,650	\$47,900	\$41,000	\$36,900	\$55,800	\$69,600	\$69,700	\$66,200	\$60,750	\$52,750	\$52,700	\$652,000
Actual													
Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	25,233	8,835	13,854	23,431	19,742	28,061	33,171						152,327
Rec(taxable)	0	0	0	0	0	0	0						
Golf Cart	11,864	5,066	8,021	8,567	9,249	12,140	10,565						65,471
Merchandise	15,283	6,623	9,337	10,781	13,225	22,171	18,872						96,292
Prep Food	952	390	839	885	883	1,267	3,650						8,866
Beer Sales	9,311	3,189	5,716	5,874	6,204	9,174	9,571						49,039
Drinks/Chips	3,499	1,390	2,431	2,293	2,990	4,476	4,014						21,092
Memberships	10,450	7,890	13,733	9,927	10,278	14,601	14,066						80,946
Total	\$76,592	\$33,384	\$53,931	\$61,757	\$62,570	\$91,891	\$93,909	\$0	\$0	\$0	\$0	\$0	\$474,033
Over/Under	\$26,542	-\$15,266	\$6,031	\$20,757	\$25,670	\$36,091	\$24,309						\$124,134



Human Resources Monthly Report

Date: May 3, 2023

HR TEAM: Donna Fisher

HR Services Team Priorities and Results for April 2023:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - Benjamin Gambino – Firefighter/EMT – Fire Department
 - Darnell Oscar – Maintenance Technician – Parks Department
 - Cameron Singleton – Range Attendant – Golf Course
 - Ricky Swango – Firefighter/EMT – Fire Department
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had one (1) employee termination for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had five (5) employee separations in April. Two employees from the Police Department, one from the Parks Department, one from the Recreation Center and one from Fire/EMS
 - **Internal Transfers/Promotions:** Ernesto Rodriguez was promoted from Officer to Sergeant during the month of April.
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Firefighter/EMT – Full and Part Time
 - Part-time Crossing Guard
 - Police Officer
 - Lifeguards (Seasonal Part Time) – Recreation Center
 - Telecommunications Officer (Dispatch) – Police Department
 - Maintenance Technician – Parks Department
 - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.
- **Risk Management and Insurance Updates:**
 - **Unemployment Claims:** We had one (1) unemployment appeal during the month of April. We have won one (1) unemployment appeal case this calendar year (Jan.- December). The City's account will not be charged for this unemployment claim.
 - **Workers Compensation Claims:** We had three (3) active Workers Comp. claims in April.
 - **Family & Medical Leave Cases (FMLA)-** We had one (1) active FMLA case in April.

- **Employee Benefits:** We are planning to have a Mobile Health Unit to perform wellness screenings and a Mobile Mammogram unit from Kelsey-Seybold in June.
- **Training/Development:** We are working with InfoSec to supply video trainings that will keep us in compliance with Cybersecurity Training Requirements.

Priorities for May:

- **Employee Benefits** – Work with Holmes Murphy to begin process of preparing to solicit bids for health and ancillary services.
- **Payroll Conversion** – A pilot of the new timekeeping system, Executime, had resumed add is scheduled to “go live” in May

Information Technology Monthly Report

- Improved Online Job Application Submission Form, now works for all departments requiring basic application.
 - Renegotiated new Bandwidth increases for network on Public Works, Museum, and Fire Department with cellular backup systems.
 - Negotiated new Emergency Phone systems for Elevators and Rec Center Pool
 - Configured freeporttx.gov address to now handle domain logins and e-mail traffic for gradual transition to .gov platform.
 - Recertified City for Self-dispatch Dell services.
-
- Website re-designs
 - SD-WAN/MAN Network to connect all city buildings under 1 management.
 - Secure Wireless Traffic with RADIUS and expand wireless encryption and authentication to all city facilities.
 - VOIP Phone deployment
 - Court Doc digital scanning system
 - New Agenda and Council Meeting Digital System upgrade.
 - New City ID badge system for in-house management.
 - Upgrade Facilities to use new badge readers.





FREEPORT POLICE DEPARTMENT

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

Danny Gillchriest
Captain

Jennifer Howell
Chief of Police

Corey Brinkman
Lieutenant

APRIL POLICE REPORT

I. CALLS FOR SERVICE BY WARD

2211 calls for service were reported for the month.
Zuercher Records Management System (RMS) reports to follow.

II. INCIDENTS

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

III. TRAFFIC STOPS

391 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).
- Various training during the month of April to include completion of our field training program, FEMA training and others for a total of 724 hours across the department.

V. COMMUNITY EVENTS

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

- Easter Eggstravaganza April 1st
- Special Needs Prom April 1st
- River Fest April 28th and 29th

The following upcoming events for May and June:

- National Day of Prayer May 4th
- Cinco de Mayo May 5th
- Take a child fishing May 6th
- Cops and Kids Camp June 5-7th

VI. COMPLAINTS and COMPLIMENTS

There was a complaint regarding an officer making an unprofessional statement to someone. Appropriate personnel were addressed.

There was a complaint at city council that The Facts was given a copy of a citizen's police report and the citizen was not. Upon investigating The Facts was not given a copy of a report (they did not request one) and the citizen received the report they requested.



To Protect, Serve, Model Integrity and Demonstrate Professionalism

VII. STAFFING

DISPATCHERS:

1 new hire, returning employee Jackie Steinweiner. Dispatch is currently short 3 positions.

POLICE OFFICERS:

No new hires. We currently are short 1 position. We have another veteran officer who is in the process with another agency that pays more.

PROMOTIONS:

The previous process that was held for the vacant Sergeant position was reviewed for a second promotion. The board's next recommendation was Ernesto Rodriguez as the new patrol Sergeant.

Freeport Police Department

Monthly Call For Service CC

Printed on May 10, 2023

Description	Totals	
911 CALL	165	165
911 HANG UP	40	40
ABANDONED VEHICLE	3	3
ACCIDENT - HIT & RUN	5	5
ACCIDENT - MAJOR	7	7
ACCIDENT - MINOR	16	16
ALARM - BUSINESS	22	22
ALARM - MEDICAL	3	3
ALARM - RESIDENTIAL	8	8
AMBULANCE CALL - FREEPORT	119	119
AMBULANCE CALL - OYSTER CREEK	15	15
AMBULANCE CALL - SURFSIDE	17	17
ANIMAL BITE	1	1
ANIMAL CONTROL - GENERAL	184	184
ANIMAL CONTROL - PENDING	4	4
ASSAULT	4	4
ATTEMPT TO SERVE - WARRANT	18	18
BAR CHECK	16	16
BEACH PATROL	21	21
BROADCAST	7	7
BURGLARY - BUILDING	1	1
BURGLARY - HABITATION	5	5
BURGLARY - MOTOR VEHICLE	6	6
CHECKED OUT	12	12
CITY ORDINANCE VIOLATION	20	20
CIVIL MATTER	12	12
CIVIL STANDBY	7	7
CLERK CHECK	65	65
CLOSE PATROLLING AREA	387	387
COURTESY TRANSPORT	5	5
CPS RELATED INVESTIGATION	14	14
CRIMINAL MISCHIEF	10	10
CRIMINAL TRESPASSING	3	3
DEBRIS IN ROADWAY	15	15
DISCHARGE FIREARM	8	8
DISTURBANCE PHYSICAL	23	23
DISTURBANCE VERBAL	31	31
DRIVING WHILE INTOXICATED	1	1
FIRE - ALARM	6	6
FIRE CALL	10	10
FLAGGED DOWN	3	3
FOLLOW UP	36	36

Description	Totals	
FOUND PROPERTY	4	4
FRAUD	5	5
GAS/CHEMICAL RELEASE	2	2
HARASSMENT	6	6
INCIDENT REPORT	9	9
INSPECTION	17	17
JAIL CHECK	6	6
JAIL DUTY	6	6
JUVENILE COMPLAINTS	17	17
KIDNAPPING	1	1
LOST ARTICLE/PROPERTY	1	1
MENTAL HEALTH CALL/REFERAL	6	6
MISCELLANEOUS	39	39
MISSING JUVENILE	3	3
MISSING PERSON	3	3
MOTORIST ASSIST	13	13
NARCOTICS COMPLAINT	3	3
NOISE COMPLAINT	8	8
OPEN DOOR/WINDOW	3	3
OTHER AGENCY ASSIST	16	16
PARKING VIOLATION	3	3
PRISONER TRANSPORT	13	13
PUBLIC INTOXICATION	6	6
RECKLESS DRIVER	22	22
RECOVER RUNAWAY	2	2
RECOVER STOLEN PROPERTY	2	2
RECOVER STOLEN VEHICLE	2	2
REPOSESSION VEHICLE	17	17
RUNAWAY	4	4
SEX OFFENDER REGISTRATION	1	1
SEXUAL OFFENSE	4	4
SPEAK WITH OFFICER	48	48
SPECIAL ASSIGNMENT	3	3
SPECIAL WATCH	8	8
SUBJECT CONTACT	25	25
SUICIDE	1	1
SUSPICIOUS CIRCUMSTANCE	43	43
SUSPICIOUS NOISE	1	1
SUSPICIOUS SUBJECT	23	23
SUSPICIOUS VEHICLE	23	23
SWAT	1	1
TERRORISTIC THREATS	4	4
THEFT	16	16
TOWED VEHICLE	3	3
TRAFFIC COMPLAINT	6	6
TRAFFIC CONTROL	3	3

Description	Totals	
TRAFFIC STOP	328	328
UNAUTH USE OF A VEHICLE	2	2
UNWANTED SUBJECT	26	26
WARRANT CLASS B OR ABOVE	4	4
WARRANT OTHER AGENCY	2	2
WATER / STREET DEPT CALLOUT	6	6
WELFARE CONCERN	22	22
	14	14
Totals	2211	2211

Freeport Police Department

Monthly Incidents CC

Printed on May 10, 2023

Reported	Case Number	Offenses	Description
04/01/23	FPD23-0423	PUBLIC INTOXICATION	PUBLIC INTOXICATION
04/01/23	FPD23-0424	DRIVING WHILE INTOXICATED	ACCIDENT - MINOR
04/01/23	FPD23-0425	CPS/APS REFERRAL	CPS RELATED INVESTIGATION
04/01/23	FPD23-0426	NO DRIVER'S LICENSE	ACCIDENT - MINOR
04/01/23	FPD23-0427	INCIDENT REPORT	DISTURBANCE PHYSICAL
04/01/23	FPD23-0428	THEFT CLASS C	THEFT
04/02/23	FPD23-0429	INCIDENT REPORT	ACCIDENT - MAJOR
04/02/23	FPD23-0430	INDECENT EXPOSURE	SUSPICIOUS SUBJECT
04/02/23	FPD23-0431	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
04/03/23	FPD23-0432	PUBLIC INTOXICATION	DISTURBANCE PHYSICAL
04/03/23	FPD23-0433	DRIVING WHILE INTOXICATED	ACCIDENT - MAJOR
04/03/23	FPD23-0435	INCIDENT REPORT	SPEAK WITH OFFICER
04/03/23	FPD23-0434	OTHER JURISDICTION WARRANT	KIDNAPPING
04/03/23	FPD23-0436	INCIDENT REPORT	SEXUAL OFFENSE
04/04/23	FPD23-0437	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/04/23	FPD23-0438	CITY WARRANT	TRAFFIC STOP
04/04/23	FPD23-0439	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
04/04/23	FPD23-0440	RESIST ARREST SEARCH OR	UNWANTED SUBJECT
04/04/23	FPD23-0441	OTHER JURISDICTION WARRANT	TRAFFIC STOP
04/04/23	FPD23-0442	HARASSMENT	HARASSMENT
04/05/23	FPD23-0443	OTHER JURISDICTION WARRANT	TRAFFIC STOP
04/05/23	FPD23-0444	POSSESSION OF DRUG	THEFT
04/05/23	FPD23-0445	THEFT CLASS C	THEFT
04/06/23	FPD23-0446	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/06/23	FPD23-0447	OTHER JURISDICTION WARRANT	WELFARE CONCERN
04/06/23	FPD23-0448	ASSAULT CAUSES BODILY INJ	ASSAULT
04/07/23	FPD23-0449	AGG ASSAULT W/DEADLY	ASSAULT
04/07/23	FPD23-0450	INCIDENT REPORT	RUNAWAY
04/08/23	FPD23-0451	INCIDENT REPORT	911 CALL
04/08/23	FPD23-0452	DRIVING WHILE INTOXICATED	DRIVING WHILE INTOXICATED
04/08/23	FPD23-0453	DRIVING WHILE INTOXICATED	TRAFFIC STOP
04/08/23	FPD23-0454	CAPIAS WARRANT; CITY WARRANT	WARRANT MUNICIPAL
04/08/23	FPD23-0455	CRIMINAL TRESPASS	CRIMINAL TRESPASSING
04/08/23	FPD23-0456	CRIMINAL MISCHIEF >=\$100<\$750	THEFT
04/08/23	FPD23-0457	TERRORISTIC THREAT CAUSE	HARASSMENT
04/08/23	FPD23-0458	THEFT OF FIREARM; INCIDENT	BURGLARY - HABITATION
04/09/23	FPD23-0459	OTHER JURISDICTION WARRANT;	TRAFFIC STOP
04/09/23	FPD23-0460	POSS DANGEROUS DRUG; POSS	UNWANTED SUBJECT
04/09/23	FPD23-0461		FOUND PROPERTY
04/09/23	FPD23-0462	INCIDENT REPORT	MISCELLANEOUS
04/09/23	FPD23-0463	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
04/10/23	FPD23-0464	FRAUD - GENERAL	FRAUD
04/10/23	FPD23-0465	CRIMINAL MISCHIEF >=\$100<\$750	FLAGGED DOWN

Reported	Case Number	Offenses	Description
04/11/23	FPD23-0466	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/11/23	FPD23-0467	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
04/11/23	FPD23-0468	INCIDENT REPORT	FOUND PROPERTY
04/11/23	FPD23-0469	INCIDENT REPORT	INCIDENT REPORT
04/11/23	FPD23-0470	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
04/11/23	FPD23-0471	SEXUAL ASSAULT - rape; INCIDENT	SEXUAL OFFENSE
04/11/23	FPD23-0472	INCIDENT REPORT	CRIMINAL MISCHIEF
04/11/23	FPD23-0473	INCIDENT REPORT	TERRORISTIC THREATS
04/11/23	FPD23-0474	TERRORISTIC THREAT	TERRORISTIC THREATS
04/11/23	FPD23-0475	POSS CS PG 1/1-B <1G; EVADING	TRAFFIC STOP
04/12/23	FPD23-0476	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
04/12/23	FPD23-0477	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
04/12/23	FPD23-0478	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
04/12/23	FPD23-0479	THEFT PROP >=\$750<\$2,500;	UNWANTED SUBJECT
04/13/23	FPD23-0480	OTHER JURISDICTION WARRANT	UNWANTED SUBJECT
04/13/23	FPD23-0481	THEFT PROP >=\$100<\$750	THEFT
04/13/23	FPD23-0482	PUBLIC INTOXICATION	SUBJECT CONTACT
04/13/23	FPD23-0483	FAIL TO IDENTIFY FUGITIVE FROM	DISTURBANCE PHYSICAL
04/13/23	FPD23-0484	INCIDENT REPORT	ACCIDENT - MINOR
04/13/23	FPD23-0485	ASSAULT CAUSES BODILY INJ	AMBULANCE CALL - FREEPORT
04/14/23	FPD23-0486	CRIMINAL MISCHIEF >=\$100<\$750;	ASSAULT
04/14/23	FPD23-0487	CITY WARRANT	911 CALL
04/14/23	FPD23-0488	CRIMINAL MISCHIEF	DISTURBANCE VERBAL
04/14/23	FPD23-0489	THEFT OF FIREARM	THEFT
04/14/23	FPD23-0490	UNAUTH USE OF VEHICLE	RECOVER STOLEN VEHICLE
04/14/23	FPD23-0491	CPS/APS REFERRAL	SUSPICIOUS CIRCUMSTANCE
04/14/23	FPD23-0492	CRUELTY TO NON-LIVESTOCK	ANIMAL CONTROL - GENERAL
04/14/23	FPD23-0493	INCIDENT REPORT	ANIMAL CONTROL - GENERAL
04/14/23	FPD23-0494	INCIDENT REPORT	SPEAK WITH OFFICER
04/14/23	FPD23-0495	INCIDENT REPORT	FOUND PROPERTY
04/14/23	FPD23-0496	PUBLIC INTOXICATION	SUSPICIOUS VEHICLE
04/14/23	FPD23-0497	INCIDENT REPORT	RUNAWAY
04/14/23	FPD23-0499	INDECENCY W/CHILD SEXUAL	SEXUAL OFFENSE
04/15/23	FPD23-0498	PUBLIC INTOXICATION	SUSPICIOUS CIRCUMSTANCE
04/15/23	FPD23-0500	PUBLIC INTOXICATION	SUBJECT CONTACT
04/15/23	FPD23-0501	CRIMINAL MISCHIEF >=\$100<\$750	WELFARE CONCERN
04/15/23	FPD23-0502	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
04/15/23	FPD23-0503	THEFT PROP >=\$100<\$750;	THEFT
04/16/23	FPD23-0504	DRIVING WHILE INTOXICATED	TRAFFIC STOP
04/16/23	FPD23-0505	SEXUAL ASSAULT - rape	SEXUAL OFFENSE
04/16/23	FPD23-0506	POSS CS PG 2 >= 1G<4G	SUSPICIOUS VEHICLE
04/16/23	FPD23-0507		REPORT DROPPED IN ERROR
04/16/23	FPD23-0508	OTHER JURISDICTION WARRANT	DISTURBANCE PHYSICAL
04/17/23	FPD23-0509	INCIDENT REPORT	ACCIDENT - HIT & RUN
04/17/23	FPD23-0510	THEFT PROP >=\$150K<\$300K	THEFT
04/17/23	FPD23-0511	THEFT PROP >=\$100<\$750	THEFT
04/17/23	FPD23-0512	ASSAULT BY THREATS	HARASSMENT

Reported	Case Number	Offenses	Description
04/18/23	FPD23-0513	CRIMINAL MISCHIEF >=\$750<\$2,500	CRIMINAL MISCHIEF
04/18/23	FPD23-0514	FAIL TO REMAIN AND REPORT	ACCIDENT - HIT & RUN
04/18/23	FPD23-0515	THEFT PROP >=\$750<\$2,500;	THEFT
04/19/23	FPD23-0516	INCIDENT REPORT	ANIMAL CONTROL - GENERAL
04/19/23	FPD23-0517	CITY WARRANT	SPEAK WITH OFFICER
04/19/23	FPD23-0518	FAIL TO REMAIN AND REPORT	ACCIDENT - HIT & RUN
04/20/23	FPD23-0519	POSS DANGEROUS DRUG; POSS	SPEAK WITH OFFICER
04/20/23	FPD23-0520	ALLOWING DOG TO RUN AT LARGE	DISTURBANCE VERBAL
04/20/23	FPD23-0521	DRIVING WHILE LICENSE INVALID	TRAFFIC STOP
04/20/23	FPD23-0522	OTHER JURISDICTION WARRANT	UNWANTED SUBJECT
04/21/23	FPD23-0523	CRIMINAL MISCHIEF >=\$100<\$750;	ALARM - BUSINESS
04/21/23	FPD23-0524	CITY WARRANT	PRISONER TRANSPORT
04/21/23	FPD23-0525	CITY WARRANT	PRISONER TRANSPORT
04/21/23	FPD23-0526	CITY WARRANT	WARRANT MUNICIPAL
04/21/23	FPD23-0527	ASSAULT BY PHYSICAL CONTACT	UNWANTED SUBJECT
04/21/23	FPD23-0528	OTHER JURISDICTION WARRANT;	DISTURBANCE PHYSICAL
04/21/23	FPD23-0530	OTHER JURISDICTION WARRANT	SUSPICIOUS CIRCUMSTANCE
04/22/23	FPD23-0529	CITY WARRANT	DISTURBANCE PHYSICAL
04/22/23	FPD23-0531	PUBLIC INTOXICATION	BAR CHECK
04/23/23	FPD23-0532	PUBLIC INTOXICATION	DISTURBANCE VERBAL
04/23/23	FPD23-0533	PUBLIC INTOXICATION	TRAFFIC CONTROL
04/24/23	FPD23-0534	POSSESSION OF DRUG	TRAFFIC STOP
04/24/23	FPD23-0535	CAPIAS WARRANT	TRAFFIC STOP
04/24/23	FPD23-0536	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
04/25/23	FPD23-0537	FAILURE TO MAINTAIN FINANCIAL	RECKLESS DRIVER
04/25/23	FPD23-0538	OTHER JURISDICTION WARRANT;	WARRANT OTHER AGENCY
04/26/23	FPD23-0539	OTHER JURISDICTION WARRANT	DISTURBANCE VERBAL
04/26/23	FPD23-0540	OTHER JURISDICTION WARRANT	SUSPICIOUS VEHICLE
04/26/23	FPD23-0541	INDECENCY W/CHILD SEXUAL	SEXUAL OFFENSE
04/26/23	FPD23-0542	INCIDENT REPORT	INCIDENT REPORT
04/26/23	FPD23-0543	NO DRIVER'S LICENSE	MISCELLANEOUS
04/26/23	FPD23-0544	PUBLIC INTOXICATION; OTHER	PUBLIC INTOXICATION
04/27/23	FPD23-0545		POSSESSION CHILD PORNOGRAPHY
04/27/23	FPD23-0546	INCIDENT REPORT	FOUND PROPERTY
04/27/23	FPD23-0547	FAIL TO DRIVE IN A SINGLE	TRAFFIC STOP
04/27/23	FPD23-0548	INCIDENT REPORT	RUNAWAY
04/27/23	FPD23-0549	INCIDENT REPORT	SPEAK WITH OFFICER
04/27/23	FPD23-0550	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
04/28/23	FPD23-0551	CRIMINAL MISCHIEF/CLASS C	RECKLESS DRIVER
04/28/23	FPD23-0579	INCIDENT REPORT	CPS RELATED INVESTIGATION
04/28/23	FPD23-0552	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
04/28/23	FPD23-0553	INCIDENT REPORT	RUNAWAY
04/28/23	FPD23-0554	FAIL TO ID FUGITIVE FRM JUSTICE	TRAFFIC STOP
04/29/23	FPD23-0555	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
04/29/23	FPD23-0556	ASSAULT BY PHYSICAL CONTACT	DISTURBANCE PHYSICAL
04/29/23	FPD23-0557	DANGEROUS VICIOUS DOG	ANIMAL BITE
04/29/23	FPD23-0558	DRIVING WHILE INTOXICATED	RECKLESS DRIVER

Reported	Case Number	Offenses	Description
04/29/23	FPD23-0559	PUBLIC INTOXICATION	PUBLIC INTOXICATION
04/29/23	FPD23-0560	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
04/29/23	FPD23-0561	PARKED FACING TRAFFIC	PARKING VIOLATION
04/30/23	FPD23-0562	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
04/30/23	FPD23-0563	OTHER JURISDICTION WARRANT;	SUSPICIOUS SUBJECT
04/30/23	FPD23-0564	DRIVING WHILE INTOXICATED	ACCIDENT - MAJOR
04/30/23	FPD23-0565	INCIDENT REPORT	FOUND PROPERTY
04/30/23	FPD23-0566	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
04/30/23	FPD23-0567	THEFT CLASS C	THEFT

Total Records: 146

Freeport Police Department

Monthly Traffic Stops CC

Printed on May 10, 2023

Descriptions	Totals	
Advice Given	2	2
Arrest	19	19
Arrest; EMS - No Transport	4	4
Arrest; Written Warning Issued	2	2
Citation Issued	86	86
Citation Issued ; Arrest; Written Warning Issued	3	3
Citation Issued ; Written Warning Issued	3	3
CVE - No Violation	4	4
Disregard / Event Cancelled	1	1
Handled By Officer / Deputy	9	9
No Police Action Taken	2	2
Report Taken	3	3
Report Taken; Citation Issued	2	2
Unable to Locate (UTL)	2	2
Verbal Warning Issued	1	1
Written Warning Issued	248	248
Totals	391	391

DPW
Monthly Report
May 2023



DPW Monthly Report May 2023

Table of Contents

Description.....	3
DPW Organizational Chart.....	4
Administration.....	5
Streets Division.....	6
Drainage Division.....	7
Parks Division.....	8
Fleet Maintenance.....	9
Building Maintenance.....	10
Recreation Division.....	11
Museum.....	12
CIP.....	13-16

DPW Monthly Report May 2023

Description

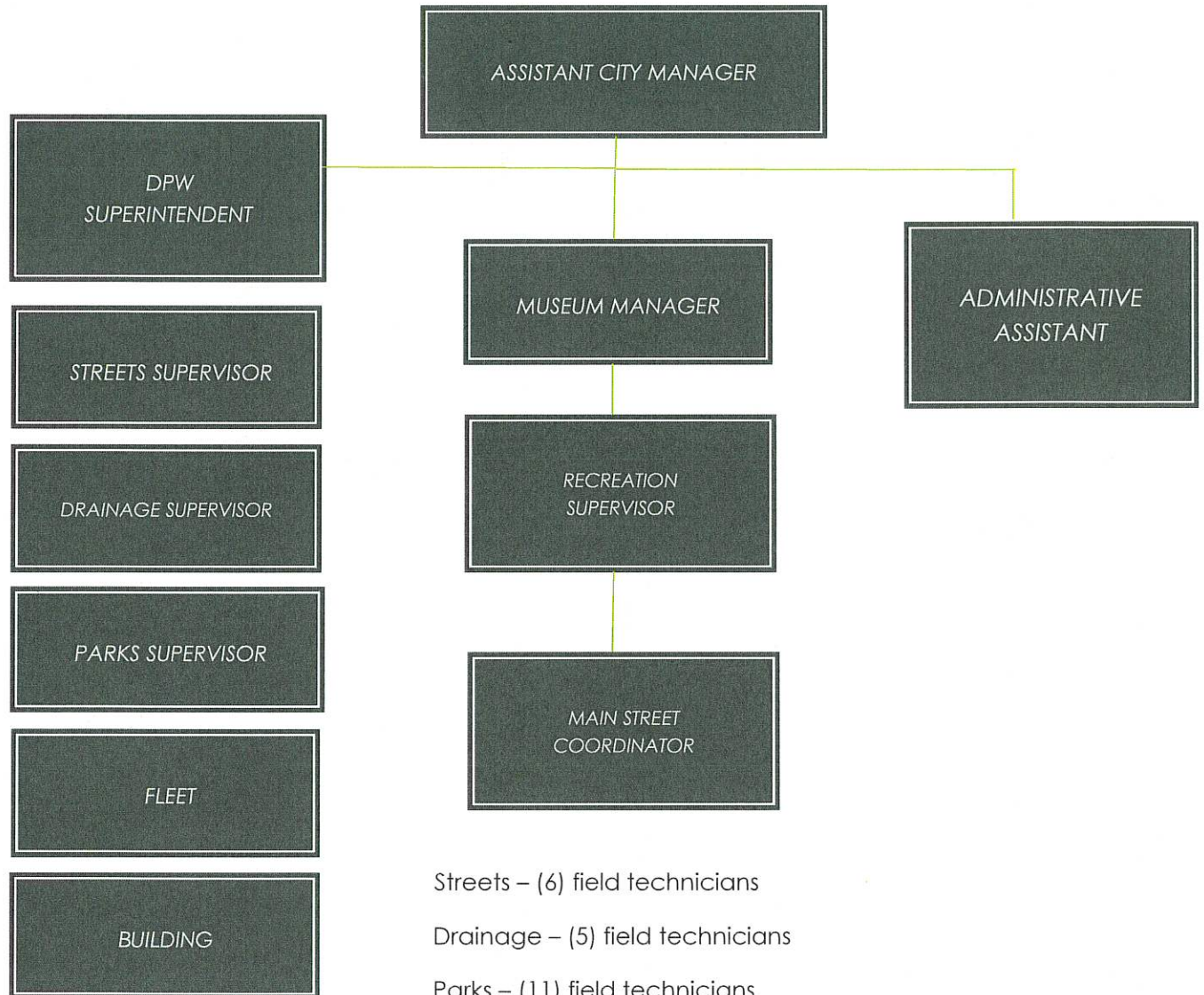
The DPW is administered by the Assistant City Manager. It is the responsibility of the department to successfully manage the City of Freeport infrastructure systems, City owned facilities, equipment, fleet, recreation and museum.

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 May 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

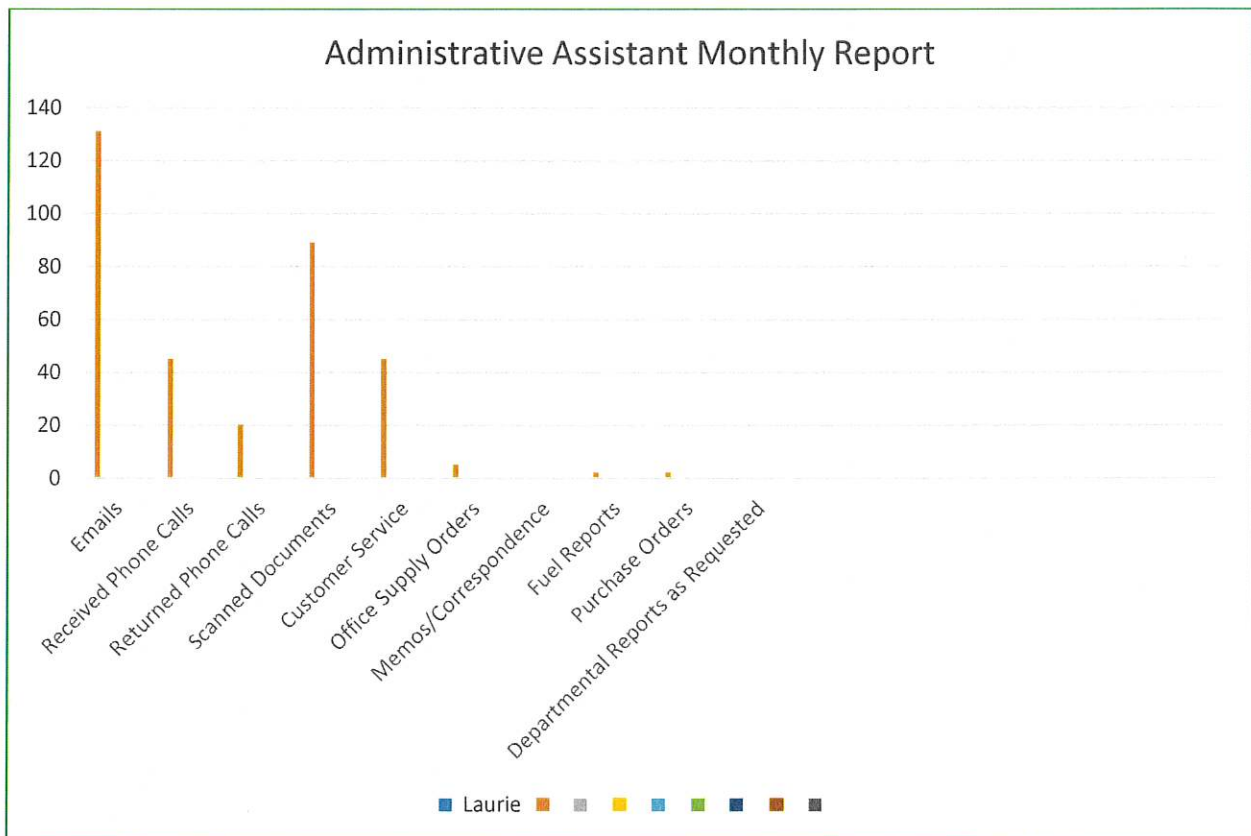
DPW Monthly Report May 2023

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:

- Work Orders
- Working on new fuel tanks/monitoring system at PW



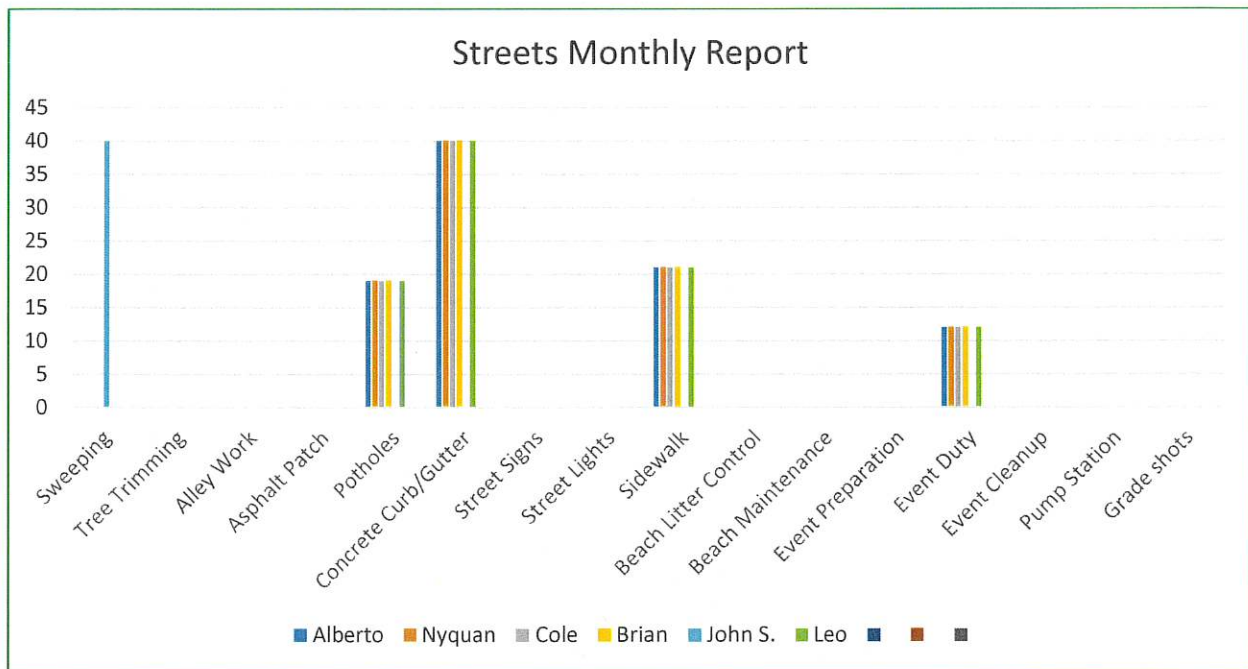
DPW Monthly Report May 2023

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:

- Inlet Repair Alley @ A/R's
- Concrete Road Repair – Avenue J (3)
- Curb and Gutter replacement - Locust



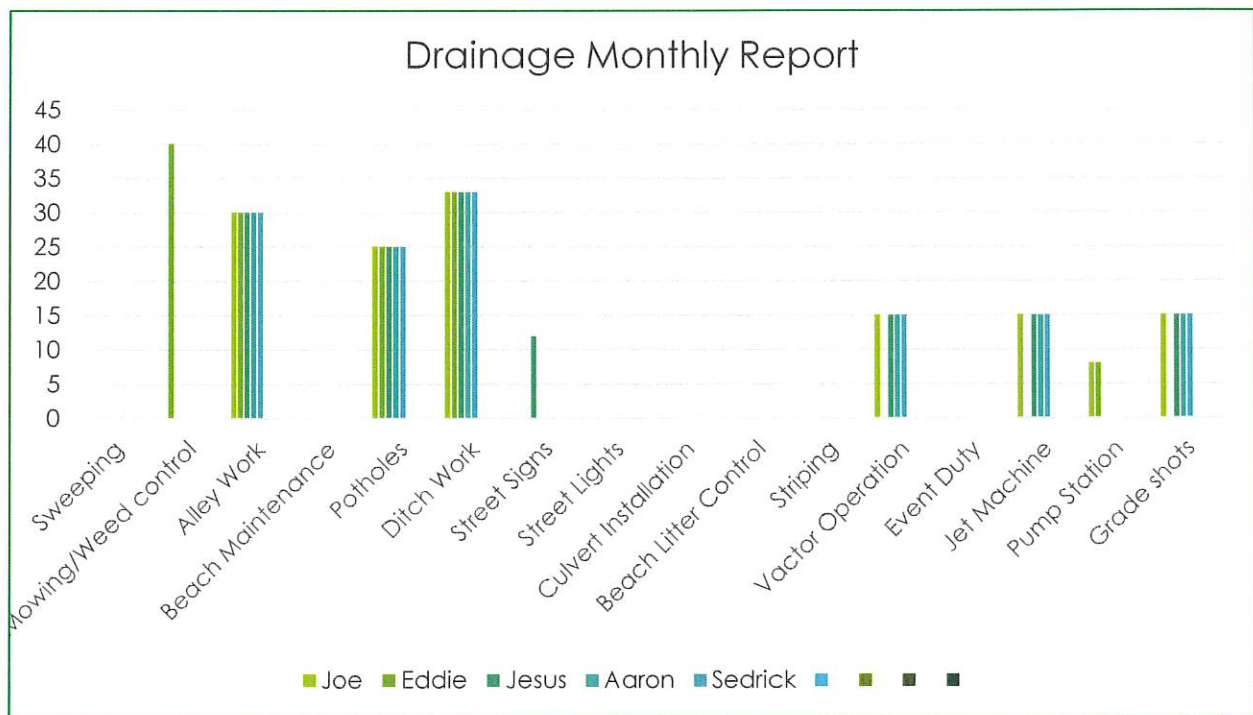
DPW Monthly Report May 2023

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:

- Repair alley approach @ Lynn / 7th
- Mow all Wards
- Avenue G/Caldwell – jetted and vacuum culverts and inlets

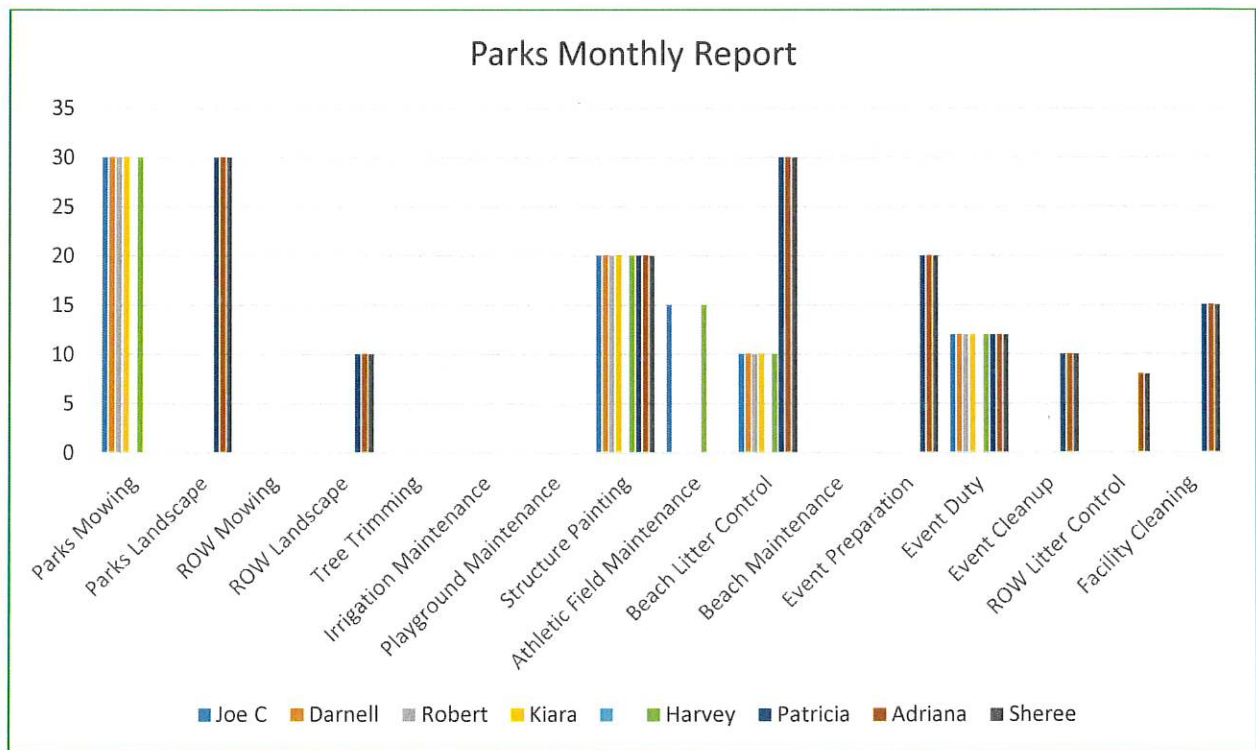


DPW Monthly Report May 2023

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.

- Park Maintenance (9)
- Athletic Field Maintenance (5)
- Beach Litter Control



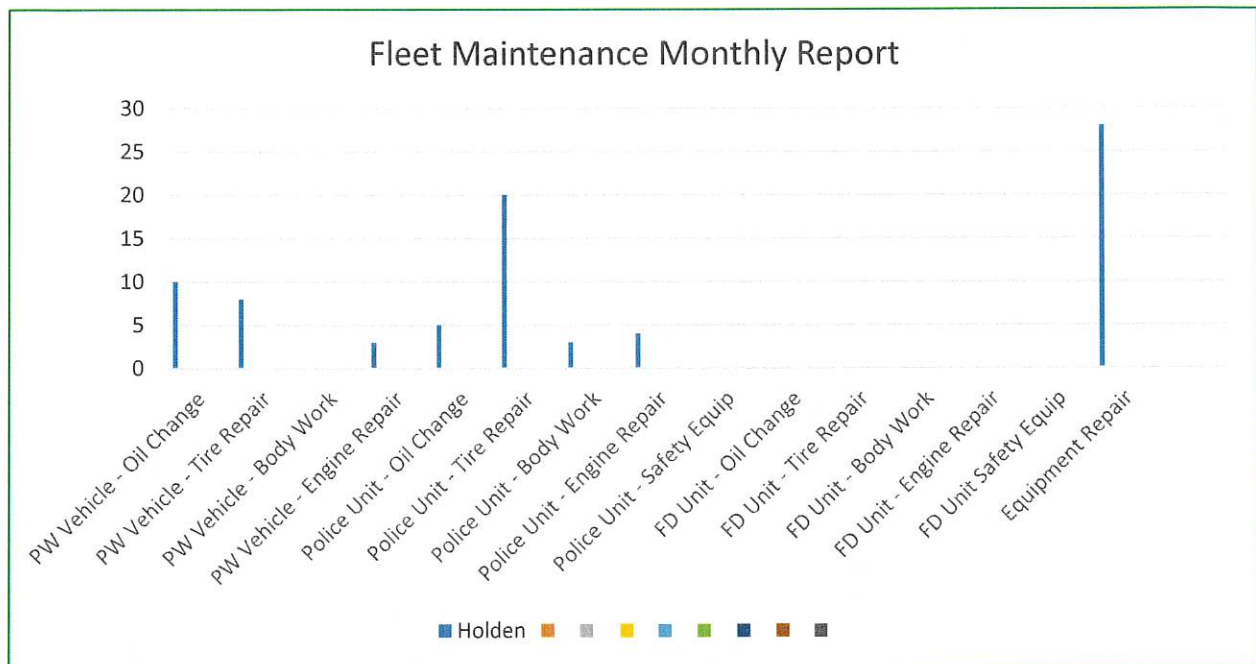
DPW Monthly Report May 2023

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:

- Replace Brooms on Sweeper
- Repair A/C on sweeper



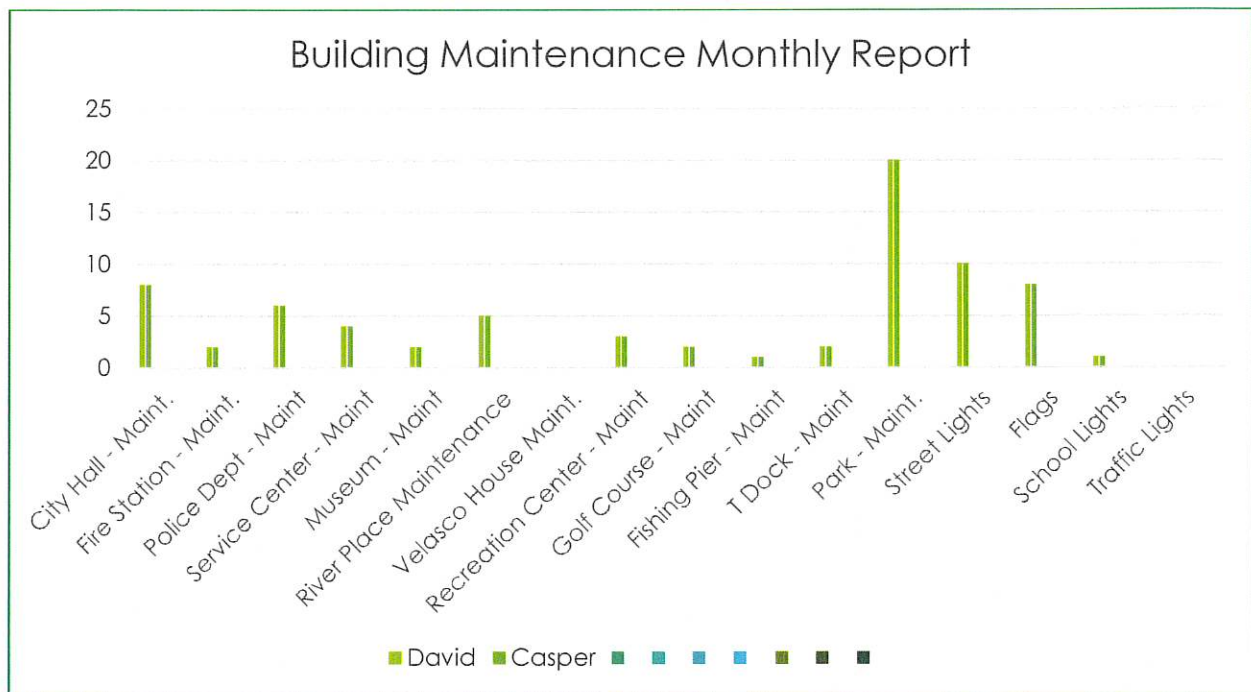
DPW Monthly Report May 2023

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:

- Install new light in FMP Park
- Install New Electrical at Landing
- Repair water leak @ EDC building



DPW Monthly Report May 2023

Recreation Division:

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

Seniors Day & Commissions Meeting- February 20th (Every 3rd Monday of the month)

- Staff Updates- We hiring (1) PT recreation attendants. We are hiring part Time Lifeguards.
- Current Programming- We have one Zumba instructor that has class 8:30 - 9:30 a.m. on Mondays, Wednesdays and Saturdays and 6- 7 p.m. on Mondays, Wednesdays and Fridays.
- Programs & Events-We had River Fest this month. We are working on our Pool Season and a soccer camp with BISD high school as well.

Facebook Data:

- February 2023 – 3437 people like the Freeport Recreation Page
- February 2023 – 3738 people follow the Freeport Recreation Page

Revenue:

- Adult Daily Pass \$155.00
- Child Daily Pass \$3.00
- Senior Daily Pass \$21.00
- Student Daily Pass \$36.00

Attendance:

- Monthly Membership Family 1
- Monthly Membership Individual 85
- Monthly Membership Senior 54
- Monthly Memberships Youth 0
- City Employees 3

DPW Monthly Report May 2023

Recreation:

• No. hrs. sports field used	42
• Facility rental revenue	\$3,425.00
• Total No. hrs. of use for non-revenue rentals	24hrs.
• Facility rentals	19
• Sports field rentals	0
• Total No. of contract classes	16
• No. of events co-sponsored by department	16
• No. of non-profit services at park facilities at no cost for rental	1

DPW Monthly Report May 2023

Museum Division:

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

April 2023 Notes: April 2023 saw the completion of the first five of fifteen new interpretive panels. Wade continued researching and writing the last handful of panels. Wade met with members of the Dia de Los Muertos- Brazoria County Initiative to plan the museum's October participation, displaying 10 altars along with Haunting Tales of The Texas Coast. Wade and Rene also assisted Ana with plans for the Cinco de Mayo event in May. Wade attended the 2023 Texas Association of Museums Conference in San Antonio, Texas. As Chairman of the Collection Managers Committee, Wade is able to network and continue learning through this wonderful organization.

• Total No. of volunteers	0
• No. of visitors	57
• Museum projects improved	0
• No. of hrs. theatre used	0
• No. of programs offered	1
• No. of events co-sponsored	1
• No. of non-profit organizations	0

Museum programs for 2023:

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

DPW Monthly Report May 2023

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.

2023 April Impact

Events Attended

Brazosport College Foundation's - Women's Lecture Series- April 6th

The Brazosport College Foundation's Women's Lecture Series was created to promote cultural and educational enrichment for women. Additionally, the mission of the Brazosport College Foundation is to raise and administer funds for educational opportunities at Brazosport College. Main Street staff was invited by Main Street Advisory Board member Irene Ocañas to sit at the Texas Gulf Bank, N.A. table and represent Freeport Main Street.

Día de Los Muertos Planning Meeting -April 5th & 19th

The Día de Los Muertos Event is a joint partnership between several community organizations which include the Brazoria County Library System, Brazoria County Hispanic Chamber of Commerce, Freeport Historical Museum, Freeport Main Street, Lake Jackson Museum and the Center for the Arts & Sciences to host a countywide Día de Los Muertos Community Event. Freeport Main Street will be hosting a procession on All Souls Day in November 2023.

Bringing Back Main Street Roundtable-April 25th

Main Street Staff attended the "Bringing Back Main Street Roundtable" hosted by the Houston-Galveston Area Council in Rosenberg, TX. The roundtable focused on the discussion of the accomplishments, strategies and plans for Historic Downtown Rosenberg, overview of fair housing and the historic districts and preservation programs in Galveston, TX.

Planning, Preservation & Change: How Planning and Preservation Can Work Together to Create Great Places-April 26th

Main Street Staff participated in a virtual conversation hosted by The National Trust for Historic Preservation. The conversation explored the intersectionality of preservation and community planning, with an emphasis on preserving community character.

DPW Monthly Report May 2023

Meetings

Freeport Main Street Design Subcommittee Meeting- April 18th

The Freeport design subcommittee met to review and discuss design guideline examples from other Texas cities for the future development of design guidelines for Historic Downtown Freeport.

Freeport Historical Commission & Main Street Advisory Board General Meeting -April 20th

The Freeport Historical Commission & Main Street Advisory Board met to discuss 2023 Cinco de Mayo Celebration plans, board vacancies & term renewals, establishment of a Historic District and upcoming Main Street Programs and Initiatives.

Projects

Cinco de Mayo Celebration

The Second Annual Cinco de Mayo Celebration will take place on May 5, 2023 from 5pm to 8pm in Historic Downtown Freeport. Currently, Freeport Main Street is in the planning phase and is set to have live entertainment, food truck vendors and family friendly activities for Freeport residents. The proud partners/sponsors include: Freeport Economic Development Corporations, Texas Gulf Bank, N.A., Community Health Network, 3D Marquee and Freeport Historical Museum.

Building Inventory

Main Street Staff is currently working on the creation of a Downtown Building Inventory through a compilation of data from the Brazoria County Appraisal District and documentation collected by N.C. "Nat Hickey".

Friends of Freeport Main Street

Main Street Staff is currently working on the creation of Friends of Freeport Main Street. The purpose of this program is to serve as a community outreach initiative to engage community stakeholders in the revitalization



March 2023



Monthly Report

City of Freeport, TX.

Water and Wastewater Operations

I. Summary of work activities during the reporting month March - 2023

Parameter	March 2023	Year to Date
Recordable Accidents	0	0
Lost Time Accidents	0	0
Restricted Duty Days	0	0

a. Collections Systems and Wastewater Treatment Plant Operations and Maintenance

3. Sanitary Sewer Overflows

a. Actual SSO's in March =0

5. Customer Service Calls =

6. Emergency & Miscellaneous Repairs

a. Wastewater repairs =0

b. Manhole repairs = 0

ii. Wastewater Treatment Plant Operations

Parameter	Monthly Performance	Permit Limit
Permit Violations	0	
Average Daily Flow	0.577 MGD	2.25 MGD
Max Daily Flow	0.900 MGD	2.25 MGD
2 HR. Peak Daily Flow (gpm)	1250 gpm	5555 gpm
Influent TSS (mg/l)	267.90 mg/l	
Influent BOD (mg/l)	207.02 mg/l	
Effluent TSS (mg/l)	12.36 mg/l	20 mg/l
Effluent BOD (mg/l)	9.13 mg/l	20 mg/l
Effluent Coliform Geometric Mean (MPN)	30.8 MPN	35 MPN
Plant Odor Complaints	0	

1. Non-standard operating conditions –

a. None

2. Regulatory agency reporting – All standard monthly reports submitted in a timely manner with no exceptions reported back from the regulator.

iii. Collection System Pump Station and Wastewater Treatment Plant Equipment/Facility Maintenance

1. Total preventive maintenance work orders completed = 307
2. Total corrective maintenance work orders completed = 13
3. All wastewater collection system pump stations were routinely checked and maintained as scheduled
 - a. Wastewater pump stations monitored = 29
4. Maintenance projects
 - a. 3/1/23 – 1250 FM 523, repaired 12" water main leak.
 - b. 3/16/23 – 1702 Skinner, replaced fire hydrant.
 - c. 3/20/23 – 1416 N. Ave. O, repaired sewer tap.
 - d. 3/24/23 – 1215 W. Broad, repaired 2" water line hit by contractors.

III. Listing of Permit Violations

- a. None

IV. Water Distribution System Operations & Maintenance

New Connects	51
Reconnects	32
Disconnects	32
Off for Non-payment	2
Off & Lock	39
Rereads	138
Repaired water leaks on City Lines	10
Customer Leaks	4
Replaced Meters	4
Pulled Meters	9
New Water Taps	2
Hung Tags	
Replaced Service Lines	
Replaced Water Meter Valves	
Water Received From BWA	43,962,000
Hydrants Flushed	15
Chlorine Residual mg/L (Low, High,Average)	1.42 / 3.3 / 2.27



April 2023



Monthly Report

City of Freeport, TX.

Water and Wastewater Operations

I. Summary of work activities during the reporting month April - 2023

Parameter	April 2023	Year to Date
Recordable Accidents	0	0
Lost Time Accidents	0	0
Restricted Duty Days	0	0

a. Collections Systems and Wastewater Treatment Plant Operations and Maintenance

3. Sanitary Sewer Overflows

a. Actual SSO's in April =0

5. Customer Service Calls =

6. Emergency & Miscellaneous Repairs

a. Wastewater repairs =0

b. Manhole repairs = 0

ii. Wastewater Treatment Plant Operations

Parameter	Monthly Performance	Permit Limit
Permit Violations	0	
Average Daily Flow	0.776 MGD	2.25 MGD
Max Daily Flow	1.850 MGD	2.25 MGD
2 HR. Peak Daily Flow (gpm)	2986 gpm	5555 gpm
Influent TSS (mg/l)	276.75 mg/l	
Influent BOD (mg/l)	197.15 mg/l	
Effluent TSS (mg/l)	9.48 mg/l	20 mg/l
Effluent BOD (mg/l)	7.91 mg/l	20 mg/l
Effluent Coliform Geometric Mean (MPN)	19 MPN	35 MPN
Plant Odor Complaints	0	

1. Non-standard operating conditions –

a. None

2. Regulatory agency reporting – All standard monthly reports submitted in a timely manner with no exceptions reported back from the regulator.

iii. Collection System Pump Station and Wastewater Treatment Plant Equipment/Facility Maintenance

1. Total preventive maintenance work orders completed = 320
2. Total corrective maintenance work orders completed = 33
3. All wastewater collection system pump stations were routinely checked and maintained as scheduled
 - a. Wastewater pump stations monitored = 29
4. Maintenance projects
 - a. 4/4/23 – Replaced 6" meters at 701 E. 2nd and 1351 Navigation.
 - b. 4/5/23 – Replaced 6" meter at 1001 Navigation.
 - c. 4/5/23 – Replaced 8" meter at Terminal.
 - d. 4/6/23 – Replaced 6" meter at Velasco and Hwy. 36.
 - e. 4/27/23 – 1518 W. 6th, Repaired leak on 6" main.

III. Listing of Permit Violations

- a. None

IV. Water Distribution System Operations & Maintenance

New Connects	73
Reconnects	95
Disconnects	105
Off for Non-payment	91
Off & Lock	19
Rereads	213
Repaired water leaks on City Lines	16
Customer Leaks	2
Replaced Meters	10
Pulled Meters	10
New Water Taps	2
Hung Tags	
Replaced Service Lines	
Replaced Water Meter Valves	
Water Received From BWA	43,421,000
Hydrants Flushed	
Chlorine Residual mg/L (Low, High, Average)	0.52 / 2.9 / 1.85