



Amended
AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, APRIL 18, 2022 at 6:00 P.M.

Mayor:
Brooks Bass

Council Members:
Jeff Pena
Jerry Cain
Mario Muraira
Troy Brimage

City Manager:
Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 18th DAY OF APRIL, 2022, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

This meeting will be live streamed via Facebook Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas>

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

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

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

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

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

1. Presentation of the Annual Audit with Whitley Penn. **(Ezell)**
2. Presentation of the collection of delinquent taxes and court fine and fees from Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP. **(Ezell)**
3. Presentation for the Annual Veolia Report. **(Carter)**.

COUNCIL BUSINESS – REGULAR SESSION:

4. Consideration and Possible action on the approval of City Council meeting minutes from March 21, 2022, and April 4, 2022. **(Wells)**
5. Discussion and Possible Action regarding trash service agenda item revision. **(Kelty, Pena, Muraira)**
6. **Public Hearing:** Public Hearing and discussion on Auto Repair and Service Ordinance. **(Roman/Kelty)**
7. Consideration and Possible action on Ordinance No. 2022-2663 approving Amendment to the 4-inch Sewer Tap Ordinance. **(Ezell)**
8. Consideration and Possible Action on Resolution No. 2022-2745 Amending the Master Fee Schedule for Water and Sewer Taps Charges. **(Ezell)**
9. Consideration and Possible action on approval of Residential Street Lighting plan for 2022 street light additions. **(Kelty)**
10. Discussion on Tim Keltys Job performance response? **(Muraira, Pena)**
11. Attorney performance review **(Muraira, Pena)**

WORK SESSION:

12. **The City Council may deliberate and make inquiry into any item listed in the Work Session.**
 - A. Mayor Brooks Bass announcements and comments.
 - B. Councilman Pena Ward A announcements and comments.
 - C. Councilman Cain Ward B announcements and comments.
 - D. Councilman Muraira Ward C announcements and comments.
 - E. Councilman Brimage 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:

13. Executive Session regarding a.) (Potential Litigation) consultation with City Attorney, b.) (Deliberations about Real Property), East End, Division Street ROW and 2 N Front Street, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072.

COUNCIL BUSINESS – REGULAR SESSION:

ADJOURNMENT:

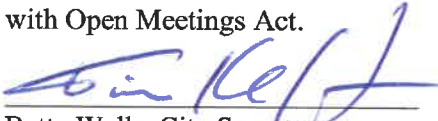
14. Adjourn.

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

(for Betty wells)

Timothy Kelty
City Manager

WHEN EXPERIENCE, REPUTATION AND PERFORMANCE MATTER



PERDUE BRANDON
FIELDER COLLINS & MOTT LLP
ATTORNEYS AT LAW

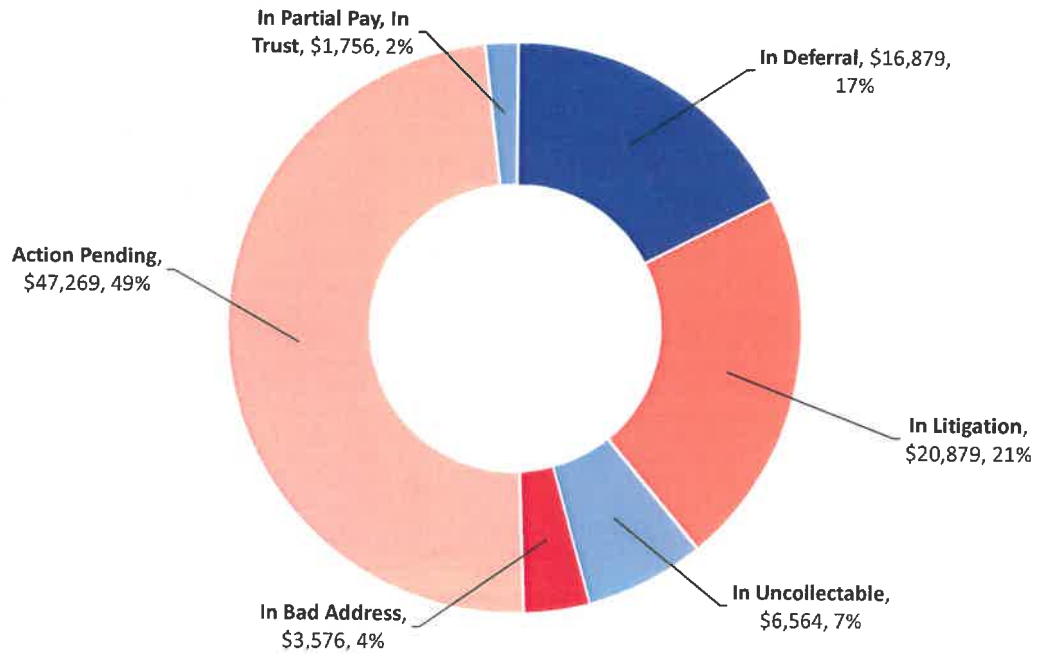
COLLECTION REPORT TO THE CITY OF FREEPORT

Submitted by: *Michael J. Darlow*
April 2022
www.pbfc.com



ACCOUNT BREAKDOWN CHART FOR CITY OF FREEPORT

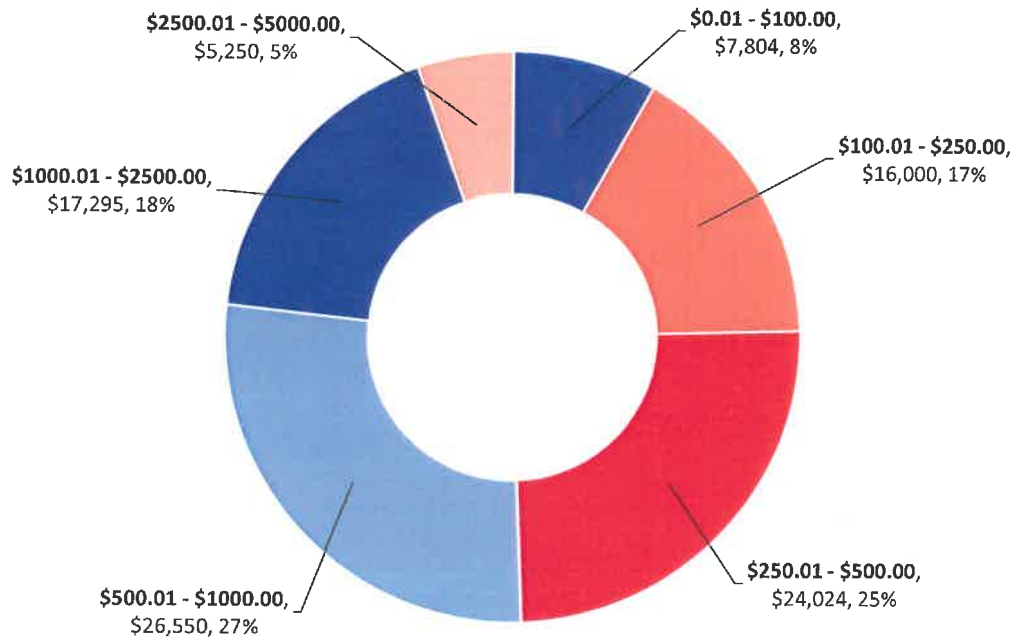
As of 4/5/2022 - Total Base Tax: \$96,922





DOLLAR RANGE CHART FOR CITY OF FREEPORT

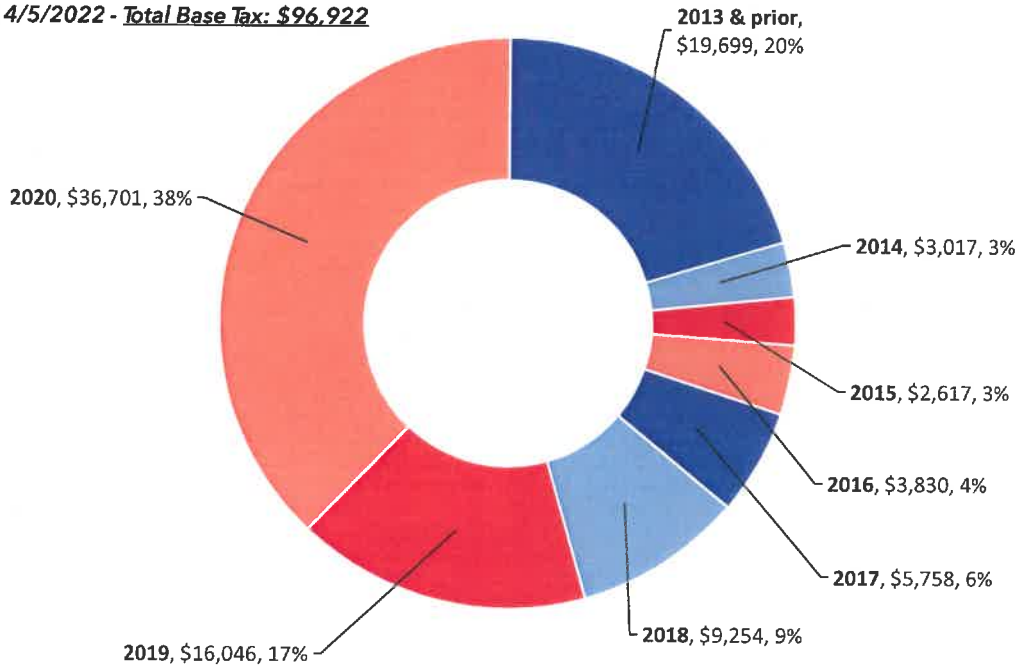
As of 4/5/2022 - Total Base Tax: \$96,922





TAX YEAR CHART FOR CITY OF FREEPORT

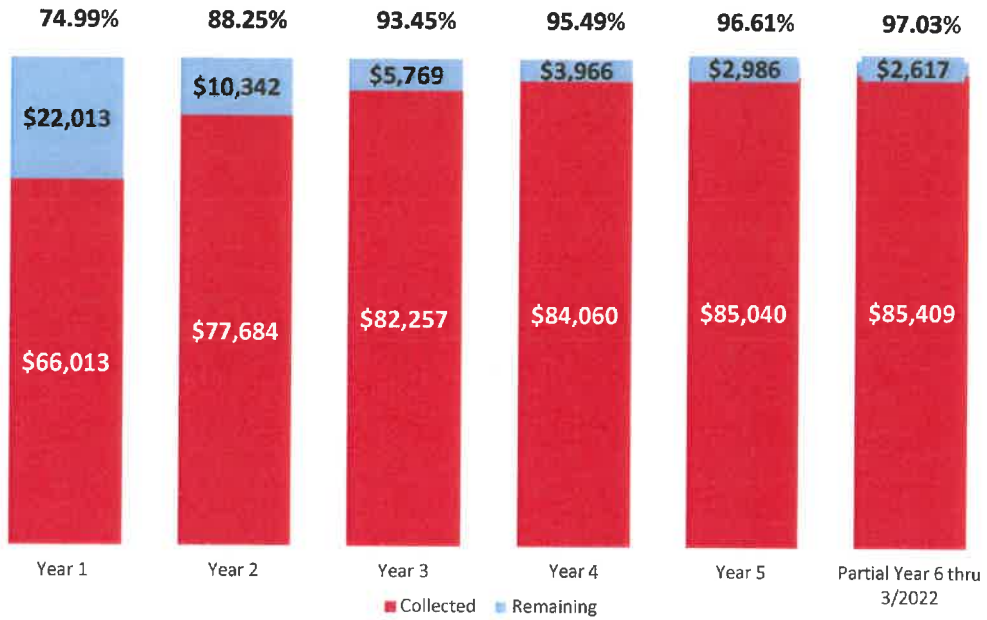
As of 4/5/2022 - Total Base Tax: \$96,922





2015 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

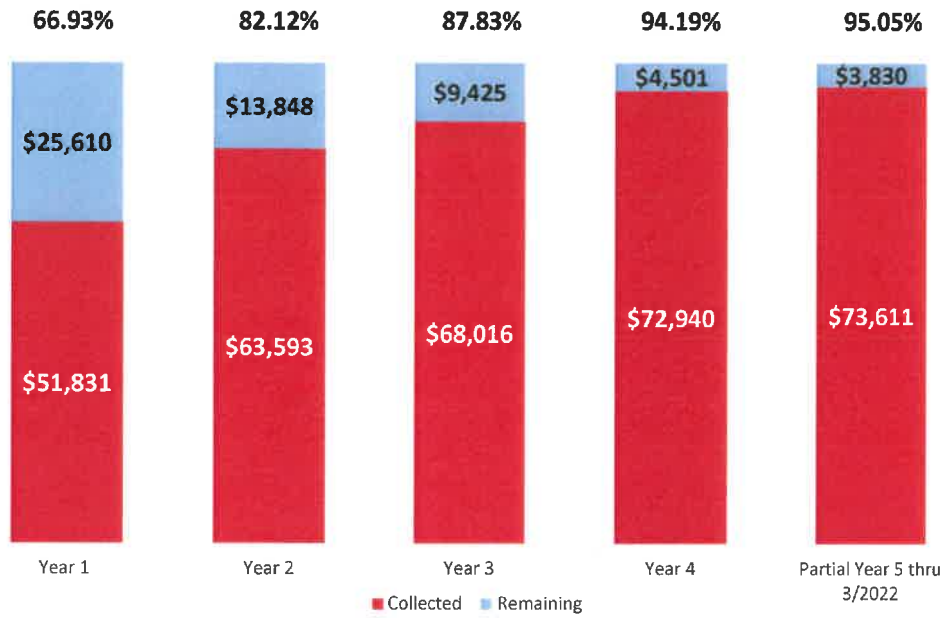
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$88,026





2016 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

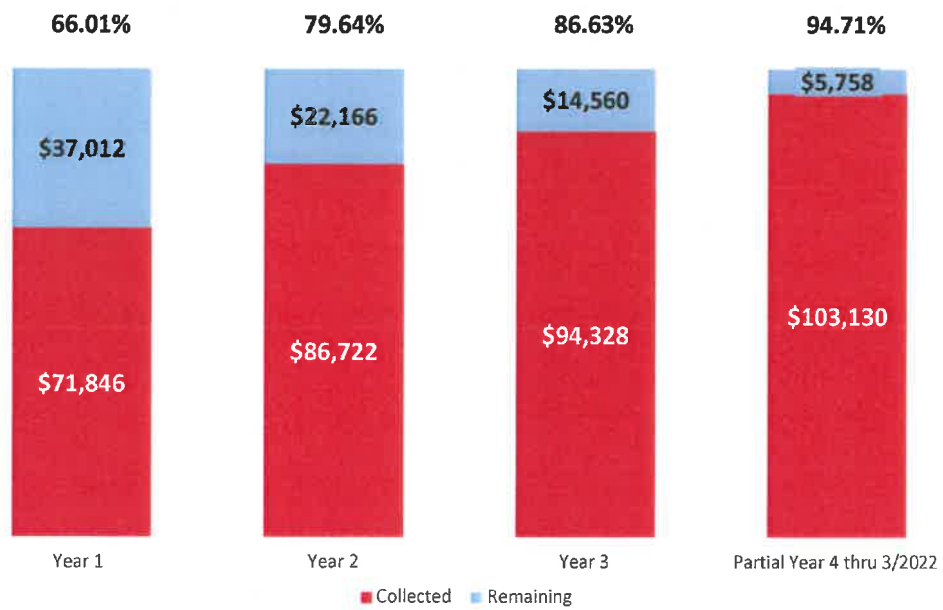
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$77,441





2017 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

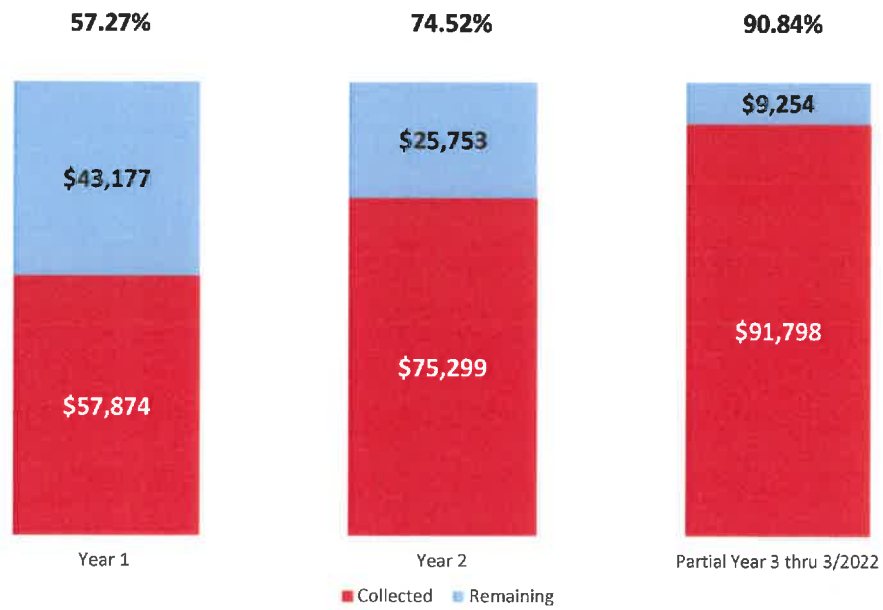
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$108,888





2018 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

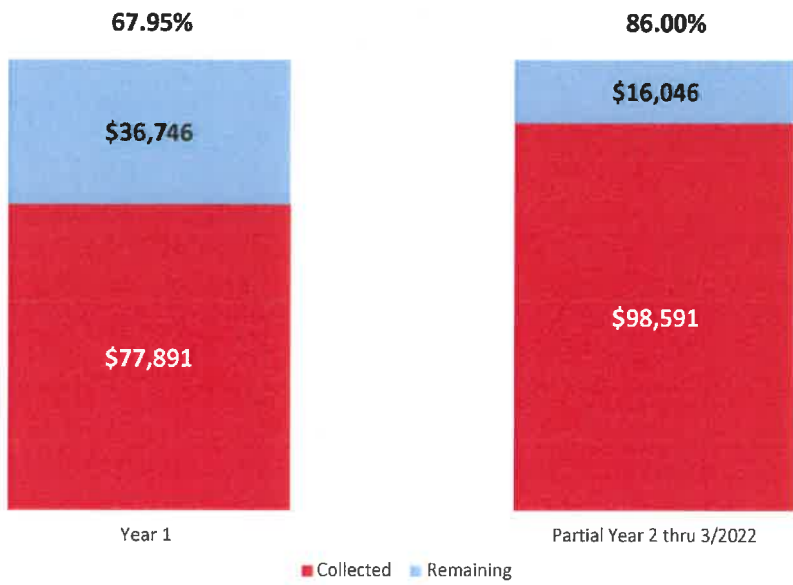
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$101,052





2019 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$114,637

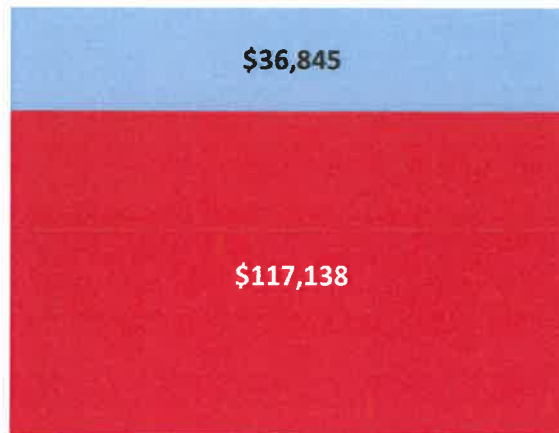




2020 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$153,983

76.07%



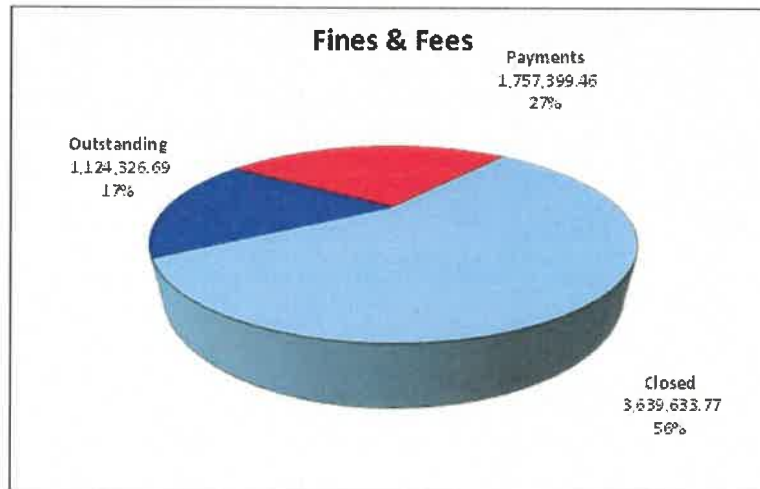
Partial Year 1 thru 3/2022

■ Collected ■ Remaining



FINE & FEE COLLECTION REPORT AS OF APRIL 9, 2022 FOR THE CITY OF FREEPORT

Total Turnover			Payments and/or Partial Payments			Dismissed/Cleared			Total \$ % cleared	Address Correction	Letters Mailed	Phone # Changes	Phone Contacts
\$	#	% of \$	\$	#	% of \$	\$	#	% of \$					
6,521,359.92	15,465		1,757,399.46	9,294	26.95%	3,639,633.77	20,928	55.81%	82.76%	9,602	57,442	7,468	17,294

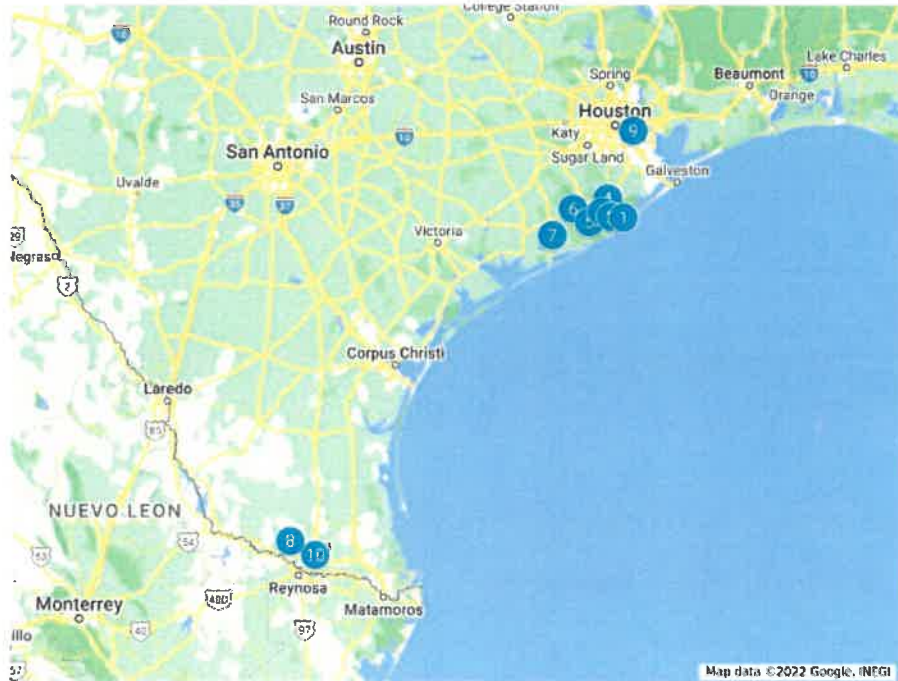




TOP 10 ACCOUNTS BY ZIP CODE FOR THE CITY OF FREEPORT

FreeportCity_Valid.xlsx

- 1 77541 - \$246433 56(344)
- 2 77531 - \$55944 63(90)
- 3 77566 - \$43850 82(77)
- 4 77515 - \$40553 20(61)
- 5 77422 - \$27138 97(42)
- 6 77480 - \$11958 15(11)
- 7 77414 - \$9553 82(10)
- 8 78574 - \$8323 12(10)
- 9 77506 - \$5029 79(9)
- 10 78589 - \$8603 26(9)

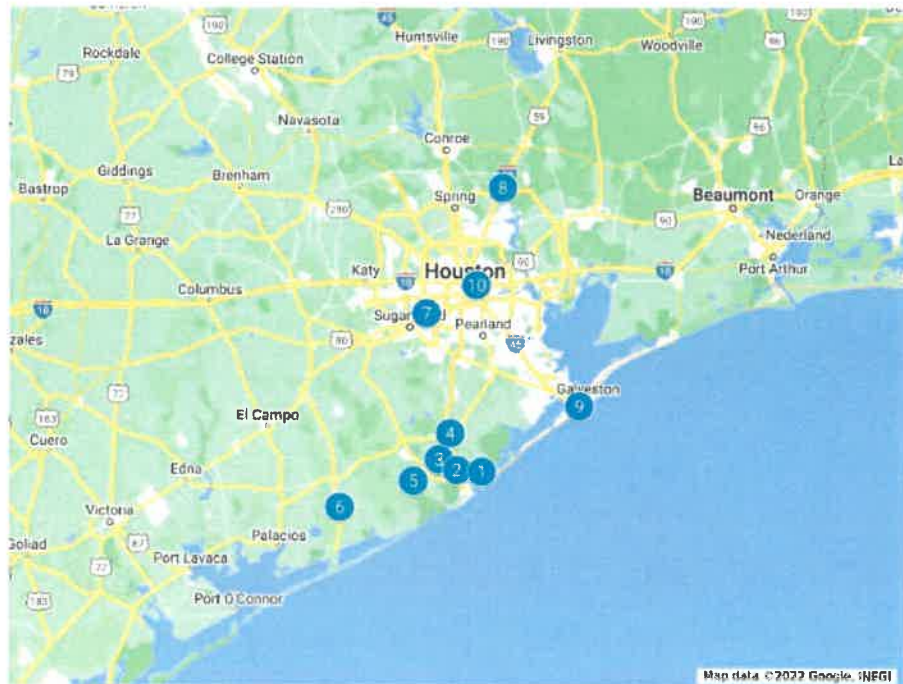




TOP 10 BAD ADDRESS ACCOUNTS BY ZIP CODE FOR THE CITY OF FREEPORT

FreeportCity_Bad.xlsx

- 77541 - \$51758.52(59)
- 77531 - \$6036.93(8)
- 77566 - \$7488.92(9)
- 77515 - \$2826.76(6)
- 77422 - \$2177.53(5)
- 77414 - \$2611.70(3)
- 77031 - \$2227.29(2)
- 77357 - \$2196.20(2)
- 77551 - \$1161.36(2)
- 77020 - \$771.16(1)



Map data © 2022 Google, INEGI



ALL ACCOUNTS FOR THE CITY OF FREEPORT

FreeportCity_All.xlsx

All Items





City Council Agenda Item # 3

Title: Presentation for the Annual Veolia Report.

Date: April 18, 2022

From: James Carter, Operations Manager

Staff Recommendation: N/A

Item Summary: N/A

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation: Annual Report

2020 – 2021 Veolia Water Annual Report



Prepared By:
The Veolia Management Team
Of
The Freeport WWTP



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- 5 MAINTENANCE
 - Major Corrective Maintenance
 - Items For Future Consideration
 - Anticipated Or Continued Projects
- 6 SAFETY AND TRAINING

APPENDICES

- A Annual Compliance Summary
- B Electrical Rate Analysis
- C Maintenance Ceiling Reconciliation
- D Biosolids To Landfill
- E Graphs

Precipitation Influence on Flow

Flow

Influent TSS & BOD Monthly Averages

Effluent TSS & BOD Monthly Averages

EXECUTIVE SUMMARY

Veolia Water North America Central – LLC (“Veolia”) is pleased to submit to the City of Freeport the 2020 Freeport Wastewater Treatment Plant Annual Report.

Veolia has been providing management, operation and maintenance services to the City of Freeport since April 14, 1995 and stands ready to serve Freeport in the future.

We extend our sincere thanks to the City's staff and Council for the continuing support and for this unique opportunity to serve the citizens of Freeport.

Some of the achievements and milestones during the year of October 2020 through September 2021 are:

- The Plant treated 308.44 million gallons of wastewater.
- 108.04 dry tons of aerobically stabilized and digested Biosolids were sent to the landfill.
- Monitored two permitted industries which are Significant Industrial Users (SIU's).
- Cleaned over 19,600 feet and replaced over 3000 feet of sewer lines.

1 - OPERATIONS

Operations direct responsibility is to safely operate the wastewater treatment facility and maintain compliance with the Texas Pollution Discharge Elimination System (“TPDES”) discharge. Process decisions are based on data reviewed daily and from this data adjustments to various process– units are made. Weekly Process Control meetings are held with the Plant, Operations, Maintenance and Laboratory managers, to predict and monitor changes in the different process areas, and coordinate equipment shutdowns for repair and maintenance.

Operations Summary

The Freeport WWTP experienced flows below the plant design of 2.25 million gallons per day (2.25 MGD) for all 12 months from October 1, 2020 through September 30, 2021.

Month	Monthly Average Flow (MGD)	Peak Daily Flow(MGD)	Date of Peak Daily Flow (MGD)
Oct 2020	0.594	0.749	10/27/2020
Nov 2020	0.661	1.195	11/29/2020
Dec 2020	0.919	2.954	12/31/2020
Jan 2021	0.766	2.259	1/10/2021
Feb 2021	0.632	1.005	2/18/2020
Mar 2021	0.668	1.410	3/28/2021
Apr 2021	0.577	0.843	4/30/2021
May 2021	1.381	4.037	5/19/2021
Jun 2021	0.867	2.591	6/28/2021
Jul 2021	1.275	4.061	7/9/2021
Aug 2021	0.798	2.282	8/27/2021
Sep 2021	0.972	2.368	9/29/2021

Monthly average flows from October 1, 2020 to September 30, 2021 were 0.843 MGD. The monthly average flows for the previous three years were 0.888 MGD; 1.362 million gallons/day under plant design flow capacity of 2.25 MGD.

Biochemical Oxygen Demand (“BOD”) is a term that refers to the relative oxygen consumption capability of organisms and chemicals combined. During the year, influent loadings on the plant averaged 186.71 pounds of BOD per day. Plant design is 10,000 pounds per day. Effluent quality averaged 5.99 mg/l or 42.84 pounds per day. The discharge permit limit for BOD monthly average is 20 mg/l and 375 pounds per day.

Total Suspended Solids (“TSS”) is a measure of non-filterable solid material in the influent and effluent. The influent loading averaged 3722.08 pounds of TSS per day. Influent average design capacity is 11,700. Plant effluent quality averaged 6.55 mg/l or 50.98 pounds per day. The discharge permit limit for TSS monthly average is 20 mg/l and 375 pounds per day.

2 - LABORATORY

LABORATORY PROCESS CONTROL

The laboratory, operated by Veolia, performs analyses of wastewater. The laboratory provides consistent analysis for the daily process control tests to support decisions on the plant operations and procedures.

The laboratory utilizes a computerized laboratory data management program to provide analytical reports to management staff for process control of the plant.

3 - BIOSOLIDS

BIOSOLIDS

A total of 8 loads equaling 108.04 Dry Tons of bio solids averaging 53% solids was sent to the landfill from October 1, 2020 to September 30, 2021.

4 - INDUSTRIAL WASTEWATER PRETREATMENT

INDUSTRIAL WASTEWATER PRETREATMENT

The Industrial Waste Regulatory Program is focused on protecting the environment, capital facilities, personnel, and the local community from possible adverse effects of industrial waste discharge.

It is the role of Veolia Water to identify existing problems and notify the Director of Water Utilities to determine what administrative enforcement requirements are necessary and assist the industries to resolve all non-compliance issues which may arise.

At Present two facilities are permitted as Significant Industrial Users (SIU's).

Riviana Foods
Transport Service, LLC.

5 - MAINTENANCE

The purpose of the maintenance program at the Freeport WWTP is to perform routine preventive, predictive, and corrective maintenance on all equipment to maintain equipment performance and longevity. This is accomplished through a computerized maintenance management program. This enables the plant and lift stations to operate

as designed and to keep repair costs at a minimum while operating on a fixed ceiling maintenance budget.

Veolia has established corporate purchasing agreements with major providers of parts, materials, equipment and chemicals for operations, maintenance and repairs at substantial discounts. These discounts are passed on directly to the City as an added value.

Major Work Orders Completed this year include:

December 2020

- Replaced motor on pump #3 at 8th St pump station.

February 2021

- Installed new pump for pump #1 at Ave. F water pump station.
- Had various repairs due to freeze.

March 2021

- Installed over 900 feet of water lines on Karawakawa St.
- Replaced flow meter at lift station #27.
- Cleaned out package plant clarifier.

May 2021

- Replaced digester mixer motor.
- Replaced Pavilion lift station grinder pump and check valve.
- Replaced pump at lift station #27
- Camera sewer lines in the 700-800 block of W. 10th St.

July 2021

- Repaired generator at Central lift station.

August 2021

- Replaced two 6" meter water meters on FM 1495
- Replaced one 6" water meter on E. Brazos Blvd.
- Replaced 12 fire hydrants at the following locations:
 - 1426 N. Ave. M
 - N. Ave. B and Munson St.
 - Dolphin and Marlin
 - S. Ave. F and Velasco
 - N. Ave. C and Quintana St.
 - 905 N. Ave. J
 - 125 Snapper Ln
 - Marlin Ave.
 - 24 Sailfish

- Kingfish Ln.
- N. Ave. B and Perry St
- Munson St. and N. Ave. G
- Replaced FLYGT pump for pump #5 and VFD at Central lift station.

September 2021

- Replace 2 fire hydrants at the following locations:
 - 1605 E. Hwy. 332
 - 411 Sailfish Ln.

ANTICIPATED OR CONTINUED PROJECTS FOR 2021-2022

The following projects will require significant amounts of man-hours and/or dollars to complete. They will be prioritized and completed as current available resources will allow.

- Rehabilitation of lift stations #14, #3 and/or #4.
- Upgrade of SCADA system
- Engineering of future main WWTP upgrade.

6 - Safety

Safety is the number one priority at Veolia Water. Through daily safety reminders and monthly safety training, personnel are made aware of the proper procedures to follow and equipment to use to reduce the potential for safety incident.

At the end of September 2021, the employees at the Freeport WWTP have worked a total of 16 years and 9 months with no lost time accidents to report.

- Employees are provided with hard hats, safety shoes, and safety glasses, and are required to wear personal protective equipment at all times while at the workplace. In addition, other safety and protective devices are provided, including but not limited to rubber boots, gloves, suits, self-contained breathing apparatus, and abatement equipment for hazardous chemical spills and leaks.
- Annual audits are conducted at the facility to monitor the safety program and to identify potential safety hazards. Monthly inspections are also conducted to assure compliance with safety policies and procedures.
- Several improvements have been made including replacing outdated portable gas detectors used for confined space entry.

TRAINING

Operations, Maintenance and Safety training is of paramount importance to maintain a proficient and productive workforce for the City's facilities.

The quality of wastewater treatment is directly related to the qualifications, competence, and commitment of our staff. We place a strong emphasis on employee training to ensure and provide the City of Freeport with a quality operation.

In 2020-2021, over 213 hours of training were provided to the Freeport Wastewater Treatment Plant staff. That equates to 21.3 hours of training per person.

| _____

APENDICE

A

ANNUAL COMPLIANCE SUMMARY

Month	HEADWORKS				DE-CHLORBOX				
	EFF FLOW MGD	INFLUENT BOD5 MG/L	INFLUENT BOD5 LBS	INFLUENT TSS MG/L	INFLUENT TSS LBS	EFFLUENT BOD MG/L	EFFLUENT BOD LBS	EFFLUENT TSS MG/L	EFFLUENT TSS LBS
Oct 2020	0.594	175.47	892.16	263.38	1,374.57	3.49	17.88	2.55	13.27
Nov 2020	0.661	269.49	1,398.28	243.37	1,389.07	3.75	19.30	2.93	15.14
Dec 2020	0.919	112.16	802.00	104.03	805.99	3.73	30.00	4.88	50.05
Jan 2021	0.766	142.79	887.57	158.33	1,169.64	2.89	17.97	5.20	31.59
Feb 2021	0.632	259.35	1,411.26	166.44	873.40	6.14	33.11	3.98	22.03
Mar 2021	0.668	232.02	1,327.27	195.11	1,144.61	6.73	38.74	8.82	50.81
Apr 2021	0.577	187.43	990.01	302.76	1,601.98	13.27	67.50	9.57	48.46
May 2021	1.381	227.10	2,976.50	1,163.00	28,776.48	7.29	82.38	11.41	119.82
Jun 2021	0.867	111.83	864.05	225.34	1,611.78	9.96	70.38	11.66	72.87
Jul 2021	1.275	173.57	2,093.98	170.89	2,385.79	4.88	74.91	8.07	121.58
Aug 2021	0.798	165.58	857.29	198.50	1,050.34	5.43	28.28	4.03	21.13
Sep 2021	0.972	183.77	1,516.19	301.20	2,481.26	4.28	33.59	5.48	45.05
Minimum	0.577	111.83	802.00	104.03	805.99	2.89	17.88	2.55	13.27
Maximum	1.381	269.49	2,976.50	1,163.00	28,776.48	13.27	82.38	11.66	121.58
Total	10.110	2,240.55	16,016.56	3,492.37	44,664.91	71.84	514.05	78.57	611.81
Average	0.843	186.71	1,334.71	291.03	3,722.08	5.99	42.84	6.55	50.98

APENDICE

B

ELECTRICAL RATE ANALYSIS

Freeport Main Plant Electric	KWH	20/21 Cost	Rate
Oct-20	58926	\$3,421.55	\$0.0581
Nov-20	59520	\$3,404.23	\$0.0572
Dec-20	69440	\$3,924.20	\$0.0565
Jan-21	62080	\$3,591.83	\$0.0579
Feb-21	53760	\$3,216.79	\$0.0598
Mar-21	66880	\$4,026.36	\$0.0602
Apr-21	65920	\$4,186.37	\$0.0635
May-21	63360	\$4,135.40	\$0.0653
Jun-21	67520	\$4,023.82	\$0.0596
Jul-21	72000	\$4,237.85	\$0.0589
Aug-21	67520	\$4,001.32	\$0.0593
Sep-21	68480	\$4,140.48	\$0.0605
Totals	775406	46310.2	\$0.0597

Slaughter Road WWTP Plant Electric	KWH	20/21 Cost	Rate
Oct-20	686	\$114.03	\$0.1662
Nov-20	820	\$115.34	\$0.1407
Dec-20	1258	\$140.68	\$0.1118
Jan-21	1549	\$152.42	\$0.0984
Feb-21	1000	\$130.23	\$0.1302
Mar-21	625	\$116.65	\$0.1866
Apr-21	1158	\$149.42	\$0.1290
May-21	968	\$132.62	\$0.1370
Jun-21	1946	\$181.54	\$0.0933
Jul-21	1530	\$183.77	\$0.1201
Aug-21	1200	\$141.38	\$0.1178
Sep-21	1221	\$179.77	\$0.1472
Totals	13961	1737.85	\$0.1315

Freeport Lift Station Electric	KWH	20/21 Cost	Rate
Oct-20	47606	\$4,960.34	\$0.1042
Nov-20	44552	\$4,257.14	\$0.0956
Dec-20	41740	\$5,111.51	\$0.1225
Jan-21	44395	\$4,024.51	\$0.0907
Feb-21	26295	\$3,153.98	\$0.1199
Mar-21	33008	\$3,535.68	\$0.1071
Apr-21	31241	\$3,769.79	\$0.1207
May-21	30842	\$3,616.29	\$0.1173
Jun-21	50904	\$4,601.98	\$0.0904
Jul-21	46412	\$4,322.58	\$0.0931
Aug-21	31437	\$3,618.42	\$0.1151
Sep-21	31700	\$3,975.42	\$0.1254
Totals	460132	48947.64	\$0.1085

Freeport Water Pump Station Electric	KWH	20/21 Cost	Rate
Oct-20	38137	\$2,438.55	\$0.0639
Nov-20	38278	\$2,491.58	\$0.0651
Dec-20	37048	\$2,840.57	\$0.0767
Jan-21	29912	\$2,661.17	\$0.0890
Feb-21	44375	\$3,376.02	\$0.0761
Mar-21	32722	\$2,690.69	\$0.0822
Apr - 21*	0	\$0.00	
May-21	35953	\$2,666.97	\$0.0742
Jun-21	33904	\$2,454.86	\$0.0724
Jul-21	36763	\$2,655.75	\$0.0722
Aug-21	35901	\$2,938.62	\$0.0819
Sep-21	33955	\$2,902.10	\$0.0855
Totals	396948	30116.88	\$0.0763

* No bill was received from electric company for the water pump stations for April of 2021.

APENDICE

C

MAINTENANCE CEILING

(Repair & Maintenance)

RECONCILIATION

20/21 Repair & Maint Budget \$324,626.18		20/21 Repair & Maint Spent \$ 384,794.24	20/21 Repair & Maint Remaining (\$60,168.06)	% Spent 118.53%
INV #	Vendor	Amount	Description	
768	Coastal Backflow	410.00	Slaughter Rd WWTP	
9453	Sorrell Const	532.65	limestone	
9477	Sorrell Const	804.76	concrete sand	
9449	Sorrell Const	110.00	sand	
9452	Sorrell Const	394.74	crushed concrete	
P22753	Encore Ind	4,520.00	Degreaser for lift stations	
NV007967	Aqua Metric	26,018.00	meters	
311	5C Maintenance	1,135.00	Quarterly generator inspections (includes Fire Station and PD)	
636221	Girouards	15.65	hardware	
636200	Girouards	79.98	2" water parts	
NV007966	Aqua Metric	398.10	meter cables	
Oct Total			34,418.88	
20634	Penneys Elect	4,196.08	Electric bucket for blower at WWTP	
8014162	Home Depot	122.64	concrete	
637514	Girouards	8.98	water parts	
637004	Girouards	22.15	water parts	
P22967	Encore	4,100.00	degreaser for lift stations	
626362	Corrpro	1,564.00	tank inspections Slaughter Rd and Ave F	
1059093	Ferguson	2,363.68	6" valves and accessories	
1058298-2	Ferguson	28.40	water parts	
1058298	Ferguson	6,467.69	water repair part	
1058298-1	Ferguson	2,652.19	repair clamps and tap saddles	
9667	Sorrell	110.00	Sand - West Brazos	
CM085873	Ferguson	(61.00)	Credit for invoice 1058298	
Nov Total			21,574.81	
20597	Penney's Elect	220.00	troubleshoot pump 1 & 3 at Ave F water site	
V152294	Kaman	22.18	LS 16 drive pulley	
1061096	Ferguson	1,275.79	parts for leak at 1601 Hwy 332	
1061096-1	Ferguson	470.78	parts for leak at 1601 Hwy 332	
R917712	Kaman	16.22	lift station drive belt	
20697	Penney's Elect	220.00	troubleshoot LS 17 not pumping	
20708	Penney's Elect	220.00	troubleshoot motors and controls on booster 1,2,3 at 8th St water site	
N526135	Core and Main	40.00	meter gaskets	
561002	NAPA	462.17	WWTP generator battery	
NV008053	Aqua Metric	2,743.99	2 meter reading guns	
NV008053	Aqua Metric	1,745.31	meter reading gun	
Dec Total			7,436.44	
18128	Mercer Controls	716.50	Central Lift Station Pump 4	
INV374543	RESA Power	587.13	Water pump sites breakers	
2.51E+09	Allied Electronics	496.23	Central Lift station relay switch voltage	
WO128867	ASCO	21,044.96	Repairs to city's backhoe - transmission	
57446	Superior Fab	195.00	Ave F tank overflow flapper repair	
X389581	Kaman	2,496.72	8th St water site pump motor	
106277	Cannell AC	239.00	A/C repair at main plant	
1852470-0	Herc	2,885.87	12/15-1/14 pump rental at Central Lift Station	
20980	Macaulay Controls	7,300.00	Chlorine pump	
P23293	Encore	4,520.00	Degreaser for lift stations	
1054829	Ferguson	210.00	poly tubing	
1061179	Ferguson	1,465.60	parts for repair at 327 Brazosport Blvd	
1063730	Ferguson	1,605.80	water parts	
N517862	Core & Main	813.60	water parts	
32934	Fluid Meter	450.00	well meter calibration	
Jan Total			45,926.41	
18220	Mercer Controls	1,463.75	Transmitter for Slaughter Rd water site	
9877	Sorrell	1,270.56	pea gravel	
57907	Superior Fab	856.80	aluminum door for Lift Station 27	
1004140	Precision Pump	6,464.00	lift station pumps rotating assyembly	
1065077	Ferguson	366.66	repair clamps	
1070712	Ferguson	94.50	flanges	
20789	Penney's Elect	220.00	controls at Slaughter Rd ground storage - due to freeze	
20766	Penney's Elect	220.00	electrical repair Ave F	
20807	Penney's Elect	440.00	booster 3 at 8th street - due to freeze	
20796	Penney's Elect	1,320.00	gens to lift stations - due to freeze	
20828	Penney's Elect	220.00	pumps tripping at Ave F and 8th St	

P23474	Encore	4,100.00	Degreaser for lift stations
C740797	Kaman	275.80	water pump drive couplings
654343	Girouards	66.99	pump repair parts
INV379317	RESA	224.18	electrical parts overloads
Feb Total			17,603.24
349	5C Maintenance	1,175.00	Quarterly generator inspections (includes Fire Station and PD)
662319	Girouards	5.39	PVC pipe
662991	Girouards	103.04	PVC adapters and cable ties
INV381825	RESA	105.69	Slaughter Rd WWTP eff starter
26156	Automatic Pump	13,826.12	Ave F water pump replacement
798	Coastal Backflow	1,437.00	Backflow repair at park - due to freeze
800	Coastal Backflow	170.00	backflow preventors main WWTP and Slaughter Rd WWTP
WO15113	ASCO	5,886.91	repairs to City's backhoe - front end drive
1071603	Ferguson	2,400.00	backflow preventor
1072333	Ferguson	651.96	water fittings
N717842	Core and Main	8,760.00	fire hydrants
N904720	Core and Main	2,173.29	water parts
P23736	Encore	4,100.00	degreaser for lift stations
NV008162	Aqua Metric	21,329.20	water meters
DIR000497	Aqua Metric	349.50	repair meter reading gun
8.43E+08	Grainger	90.45	water pipe - freeze repair
20836	Penney's Elect	220.00	aerators at main WWTP
1852470-0	Herc Rentals	2,555.87	2/13-3/15 pump rental for Central Lift Station
H804498	Kaman	1,278.40	clarifier drive motor & gear box
615365	EVCO	157.76	teflon tape and pipe sealant
516108959	Moore Supply	288.75	Backflow preventor at SR WWTP - freeze repair
60977919-0	Moore Supply	1,932.55	freeze repairs
60977919-0	Moore Supply	101.41	freeze repairs
60977919-0	Moore Supply	28.71	freeze repairs
	City of Freeport	1,069.44	fuel for rented pumps at Central Lift Station (Oct - Feb)
March Total			70,196.44
	City of Freeport	1,785.27	Fuel for rented pump at Central Lift Station (Feb remainder)
18294	Mercer Controls	935.00	calibrate flow meters
1852470-0	Herc Rentals	2,555.87	pump rental for central lift station (1/14/21-2/13/21)
31452839-	Herc Rentals	890.50	hoses for pump rental at central lift station
20891	Penneys Elect	220.00	Boat ramp lift station float
N959439	Core and Main	876.00	dual meter boxes and lids
N911872	Core and Main	3,750.00	singel meter box lids
8.43E+08	Grainger	275.67	Slaughter Rd WWTP alarm
1852470-0	Herc Rentals	2,555.87	pump rental for central lift station (3/15/21-4/14/21)
2011-2436	Matula and Matula	9,692.00	2019 manhole replacement Ave G and Sweeny
124168	Mickie Services	7,200.00	valve install Karawanka
665835	Girouards	75.96	couplings
26909	Moody Bros	2,369.23	chlorine equipment maintenance kits
44855	Core and Main	70.00	902 N Ave J service repair
18317	Mercer Controls	1,930.18	SCADA Modem
10074	Sorrell	834.37	washed concrete sand
18323	Mercer Controls	5,120.00	LS 27 flow meter - Surfside Charges
NV008215	Aqua Metrics	2,198.16	4" meter
N955000	Core and Main	421.00	902 N Ave J service repair
N926893	Core and Main	2,205.79	brass water parts
	City of Freeport	895.48	fuel for rented pump at Central Lift Station (mid march - mid april)
584206	USA Bluebook	1,345.44	polymer pump WWTP
P23972	Encore	4,520.00	Degreaser for lift stations
516148911	Moore Supply	42.45	PVC water parts
68560	Magna Flow	6,886.47	bottom clean clarifier and disposed in drying beds
April Total			59,650.71
DIR000555	Aqua Metric	471.00	repair to meter gun
5925508	Summit Elect Supply	446.18	Riverplace lift station electric parts
1075898	Ferguson	3,696.58	backflow preventor for Riverplace - Due to Freeze
20937	Penney's Electric	220.00	Riverplace lift station
20933	Penney's Electric	220.00	S02 pump at wastewater plant
20922	Penney's Electric	220.00	Kelly Lane lift station
5.8E+09	King Pumps	442.51	S02 pump control
58035	Superior Fab	97.50	ABC meter vault cover
20942	Penney's Electric	241.63	Alarm at Slaughter Rd WWTP
8.43E+08	Grainger	304.84	submersible pump control panel
21323	Macaulay Controls	894.00	Electrical Box pump control
20956	Penney's Electric	220.00	pump controls at lift station 28
P24052	Encore	4,520.00	degreaser for lift stations
NV008246	Aqua Metric	1,953.71	meters for new taps

1852470-0	Herc Rentals	2,555.87	pump rental for central lift station
5941716	Summit Elect Supply	5.72	breaker for williams lift station
	City of Freeport	225.77	Fuel for rental pump at central lift station (101.70G X \$2.22)
May Total			16,735.31
U313740	Kaman	7,326.03	Mixer Motor
NV008246	Aqua Metric	330.39	replacement register for 4" meter at ABC
582309	USA Bluebook	3,545.57	Pavillion Lift Station grinder pump and check valve
629931	USA Bluebook	-995.60	
626770	USA Bluebook	1,675.62	chlorine contact pump
1006028	Precision Pump	5,635.64	lift station pump
NV008335	Aqua Metric	2,597.47	meters for new taps
107319	Cannell AC	210.00	thermostat at central lift station
69784	Magna Flow	3,248.02	camera sewer lines 700 - 800 block West 10th St
	City of Freeport	1,903.40	fuel for rental pumps at central lift station (796.40G X \$2.39)
June Total			25,476.54
09-1940 Ju	City of Freeport	577.15	water and sewer bill for wastewater treatment plant
INV008343	Aqua Metric	951.99	replace 2" registers that were out of warranty
10-6093	Flowstream	1,171.01	vac LS 27 - with Surfside charges
31852470	Herc Rentals		rental pumps for Central Lift Station 5/13-7/13/21
2021-0650	Superior Fence	485.00	fence repair for Slaughter Rd WWTP - when air compressor was stolen
6365	Tractor Supply	429.99	Air compressor to replace stolen one from Slaughter Rd WWTP
21082	Penneys Elect	220.00	Electrical repair for air compressor stolen from Slaughter Rd WWTP
1089750	Ferguson	83.88	1400 Brazosport Blvd - tap clamps for new taps
P293087	Core and Main	55.00	1400 Brazosport Blvd - tap clamps for new taps
P273660	Core and Main	273.75	caps & glands for capping off fire hydrant on 1495 for TXDOT
32209259	Herc Rentals	2,016.06	Pump rental for lift station 27 - with Surfside charges
P343416	Core and Main	2,350.00	couplings for Fire Hydrant replacements
384	5C Maintenance	1,175.00	Quarterly generator inspections (includes Fire Station and PD)
	City of Freeport		fuel for rental pumps at central lift station (2035 X \$2.44)
July Total			9,788.83
31852470	Herc Rentals	2,555.87	pump rental for central lift station 5/14-6/14/2021
S188835	Loftin	4,705.93	repairs to generator at central lift station
09-1940-0	City of Freeport	943.31	water bill for WWTP
108110474	TnT	1,395.00	crane rental for central ls
21129	Penneys Elect	240.00	install SO2 pump at WWTP
21606	Macaulay Controls	7,300.00	SO2 chemical feel pump
Aug Total			17,140.11
32209259	Herc Rentals	1,113.52	Pump rental for lift station 27
688201	Girouards	6.38	caulking
110325	HAHN	33,870.00	FLYGT pump for Central Lift Station
21158	Penney's Electric	4,314.71	electric repairs at multiple lift stations
09-1940-0	City of Freeport	1,408.26	water bill for WWTP - August
1096367	Ferguson	1,465.16	
1020905	Specialties Co	3,256.23	hoses for central lift station for new pump #6
18597	Mercer Controls	5,964.00	central lift station - replace VFD variable frequency drive unit
21205	Penney's Electric	240.00	lift station 20 pumps - Hurricane Nicholas
21209	Penney's Electric	360.00	Lift station 27 pumps - Hurricane Nicholas
21217	Penney's Electric	248.26	Lift station 20 floats ordered
2127	HTI	7,500.00	Sewer repairs Perry and Ave C / Mulberry and 4th
Sept Total			59,746.52
	Includes City charges		
	Includes Surfside charges		
	Due to freeze		
	SR WWTP stolen air compressor		
	Hurricane Nicholas		
	Pending items that have not yet hit acct		Estimated amount
PO975947	ACFM		Blower \$8,288.00

APENDICE

D

BIOSOLIDS TO LANDFILL

Biosoilds To Landfill

Month	LANDFILL DUMPSTER	LANDFILL DUMPSTER
	LANDFILL TONS US TONS	LANDFILL DRY MT MTONS
Oct 2020		
Nov 2020	15.25	7.33
Dec 2020		
Jan 2021		
Feb 2021	14.61	7.16
Mar 2021		
Apr 2021	37.58	16.60
May 2021	14.14	7.44
Jun 2021	11.34	5.55
Jul 2021	15.12	7.68
Aug 2021		
Sep 2021		
Minimum	11.34	5.55
Maximum	37.58	16.60
Total	108.04	51.76
Average	18.01	8.63

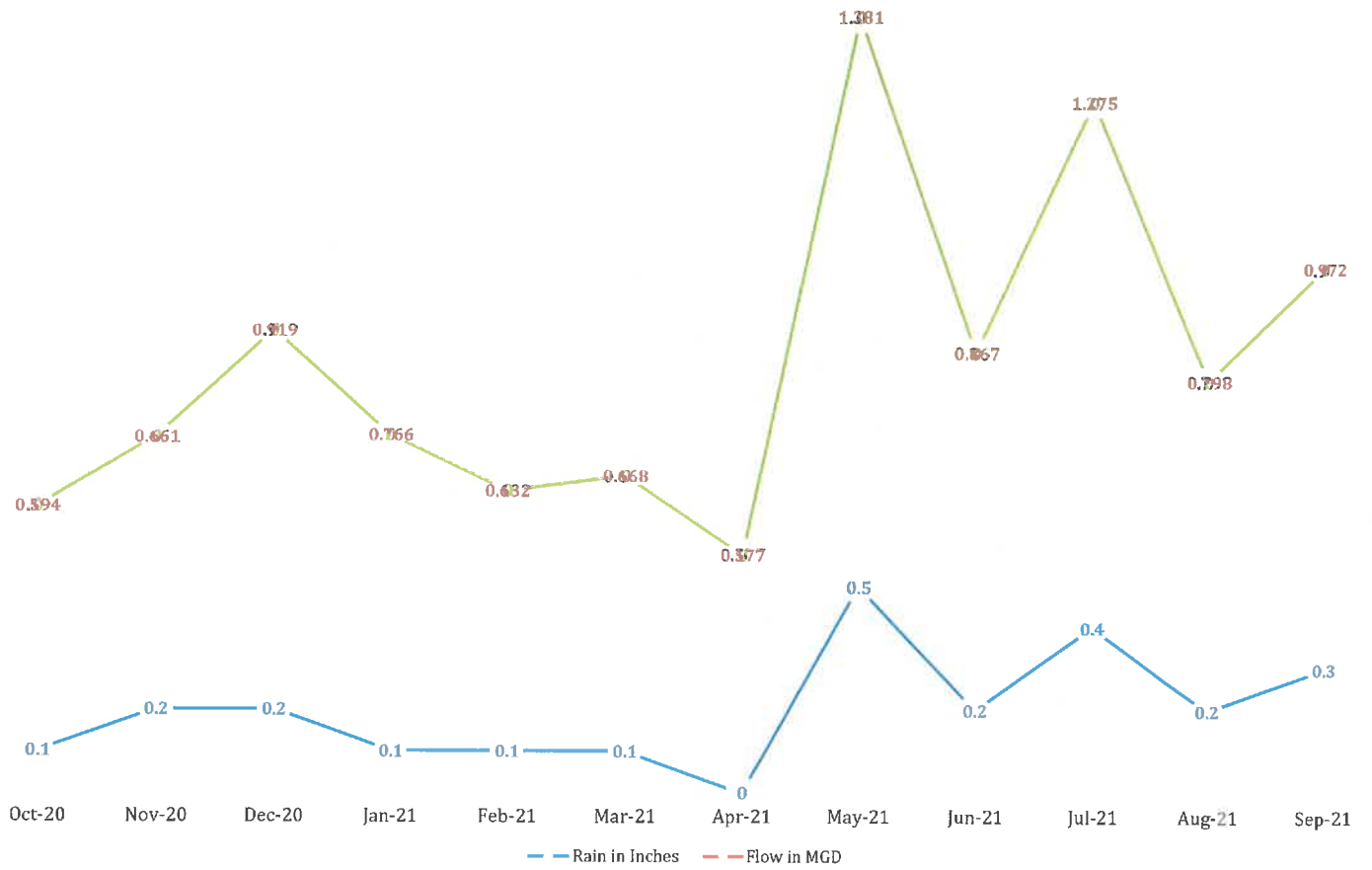
APENDICE

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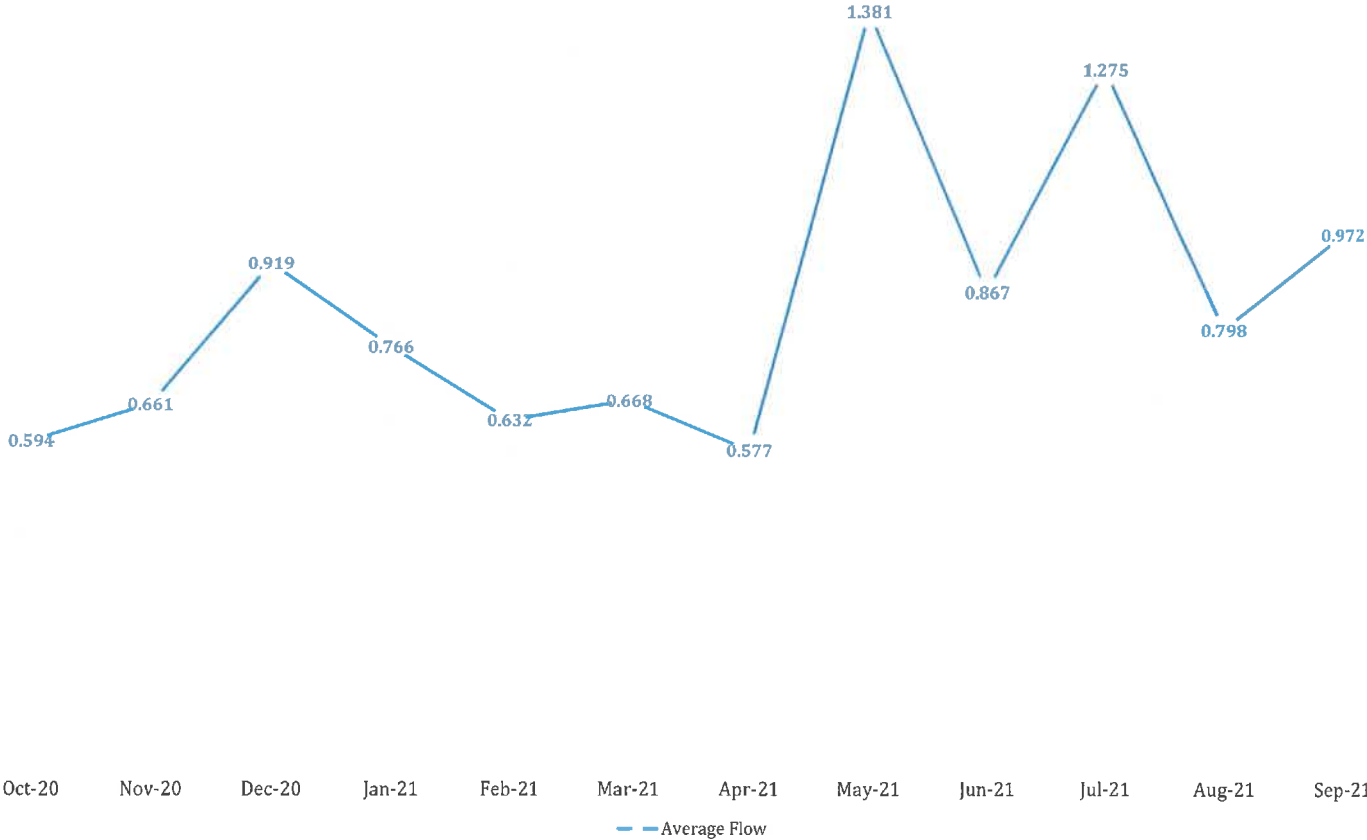
GRAPHS

- Precipitation Influence on Flow
- Flow
- Influent TSS & BOD Monthly Averages
- Effluent TSS & BOD Monthly Averages

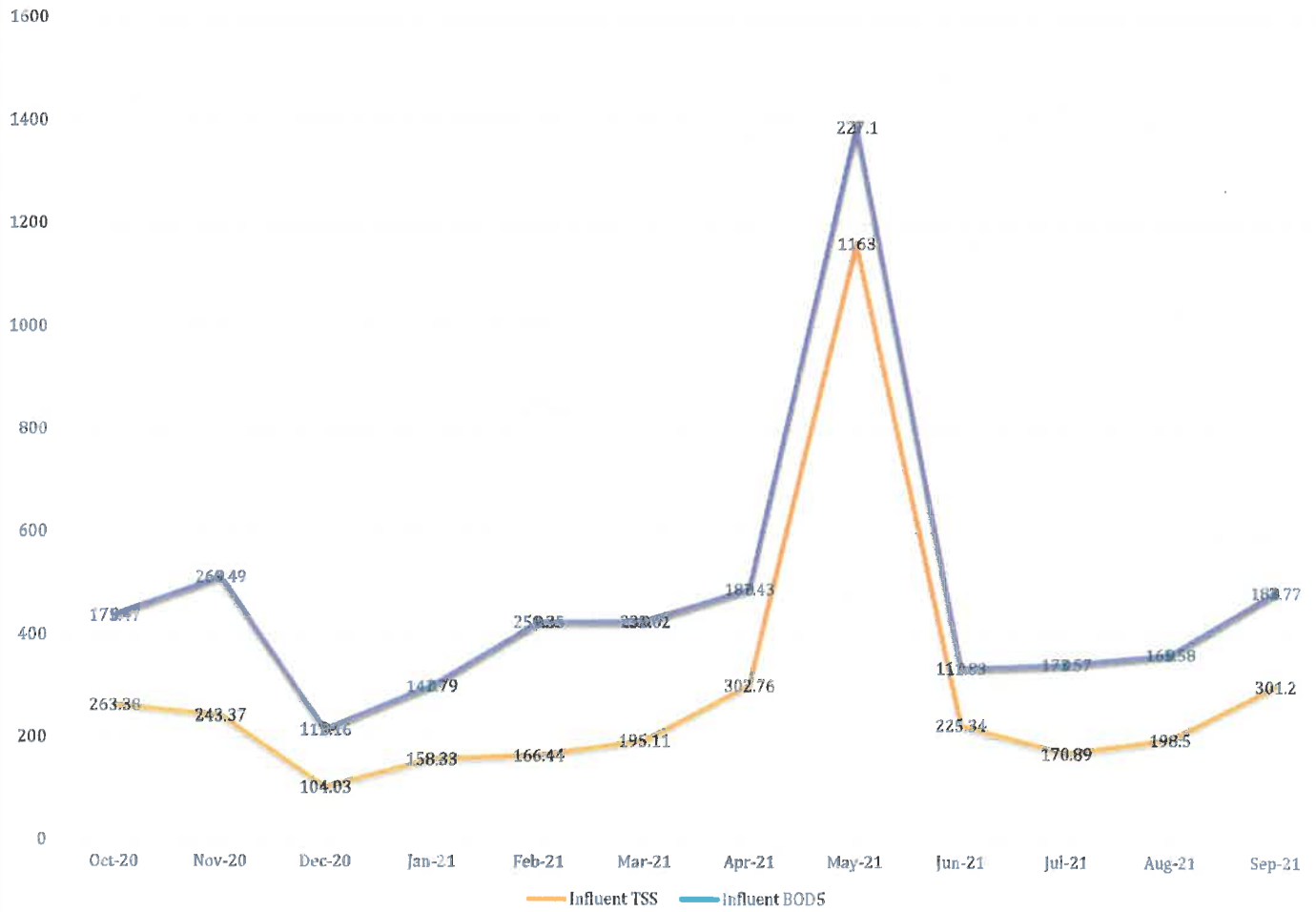
PRECIPITATION INFLUENCE ON FLOW



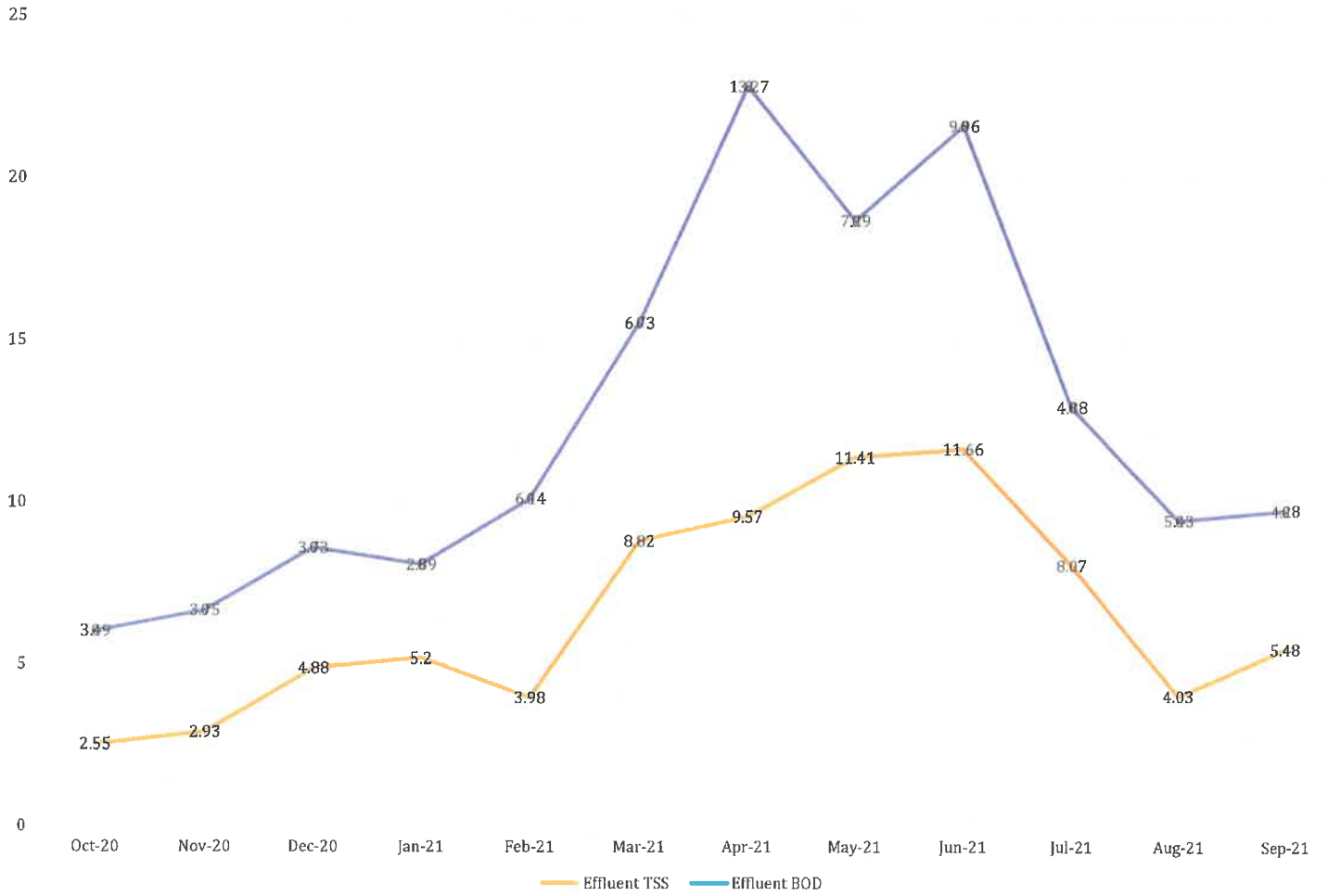
FLOW



Influent TSS & BOD - Monthly Average



Effluent TSS & BOD - Monthly Average



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, March 21, 2022 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 Troy Brimage

Staff:

- Tim Kelty, City Manager
- Betty Wells, City Secretary
- Cathy Ezell, Finance Director
- Chris Duncan, City Attorney
- Lance Petty, Public Works Director
- Chris Motley, Fire Chief
- Kacey Roman, Building Official
- James Carter, Veolia
- Ray Garivey, Freeport Police Chief
- Clarisa Molina, Administrative Assistant
- LeAnn Strahan, Destinations Director
- Toby Cohen, Information Technology
- Yvette Ruiz, Planning and Zoning Coordinator
- James Carter, Veolia

Visitors:

Raven Wuebker	David McGinty
George Matamoros	James McDonald
Bob Casale	Stella Casale
Shonda Marshall	Lucy Ware
Aaron Ware	Nicole Mireles
Sam Reyna	Kenny Hayes
Con McCleaster	Diane McCleaster
Brent Bowles	Manning Rollerson
Sabrina Brimage	Kody Gordel
Ruth Rollerson	Ed Garcia
Eric Hayes	Jennifer Hawkins
George Hawkins	Pam Dancy
Mingo Marquez	Andrew Dill
Pam Tilley	Alma Kelty

Call to order.

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

Mayor Bass read the Notice to the Public:

NOTICE TO THE PUBLIC:

The City of Freeport issues this correction and clarification regarding the posted meeting agenda for the City Council meeting of March 7, 2022.

The City Council desired to conduct a review of the job performance of the City Manager in executive session of the March 7, 2022. In connection with this review, the City Council and City Manager requested the presence of numerous city employees in executive session. Although the employees were primarily invited into executive session to discuss what they heard and saw, it was possible that some information may relate to aspects of their job duties.

Employees have a right to know in advance that Council may ask questions related to their job duties. The focus of the inquiry by the City Council was only concerning the City Manager and not the identified employees. The City Council wants to provide notice to the public that identification of an employee in the posted agenda of March 7, 2022 should not be interpreted as an accusation or inquiry of misconduct of those employees.

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

CITIZENS' COMMENTS:

Dr. Kody Gordel thanked the Mayor, City Manager and Fire Chief for attending the Grand Opening of the new Kennel/Boarding Facility that has opened. Mr. Gordel said they are booked through Spring Break, and are booking for summer now.

Mr. and Mrs. Casale spoke to council about the issues they continue to have at the property in Bridge Harbor. Mr. Casale said there was a rope for years, and for the last six years there has been a gate. He said the gate was removed by the city without permission. He said there are people that come and fish on his property, use his chairs out of his garage, steals his gas cans and breaks windows trying to break into the home. Mrs. Casale said, there were men sitting on their property fishing and drinking beer. She asked them to leave or she would be calling the PD. Mr. Casale said the PD suggested putting the gate back up. Mr. and Mrs. Casale said a "Dead in Street sign may help.

Sam Reyna, 2002 N. Ave G spoke to council about meeting with Ms. Roman for the repair to the Funeral Home. He said that he was replacing the toilet and the sink in the restroom. He said that Ms. Roman gave him a list of things that had to be done first. Mr. Reyna said this is no modifications. Ms. Roman requested a drawing and construction plans. He said all of this to just replace a toilet and a sink. Mr. Reyna said this is personal, it is not the health and welfare of the citizens. He said he has been trying to get this permit since October.

Manning Rollerson spoke to council he said he joined the service in 1979 and defended our country. He said he was brought to Freeport in 1965. Mr. Rollerson said the New Jerusalem helped get him back to his grandmother with the rest of the grandkids. He said his family was beaten in 2005, and his mother in 2010. He said everything that happened in Freeport started in 1943. And it still continues today in 2022. He said decisions are being made tonight, and he hopes that there are no kind to ties to the Port Freeport.

George Matamoros, 1722 North Ave O spoke to council of his concern of one person persuading other council to fire our City Manager. He said we have lost good City Managers in the past for this same reason. He spoke of former City Manager's Ron Bottoms and Gary Beverly. He said Mr. Beverly moved to Clute and did good things for that City. Mr. Matamoros said he believes the City of Freeport is going to go through repeating history for the third time, because we don't learn from our mistakes. He said Mr. Kelty is doing a good job for our City. Mr. Matamoros said the City of Freeport needs to remove this council member by all legal means necessary. He said this one member is causing division on City Council, City Management Staff, but he is also causing division with the EDC. Mr. Matamoros said the last EDC Meeting he watched, this member accuses an EDC Board Member of interfering with a project that he helped spearhead. Mr. Matamoros spoke of removing this cancer from the EDC Board. He spoke of the closed session of removing the City Attorney. He said the exchange at the last meeting between the Mayor and the City Attorney was a horrible look to the city.

Pam Tilley spoke to council, of the East End of Freeport. She said we are still with the people of the East End, their issues and the rights of the citizens. Ms. Tilley spoke of the event that was held at the Freeport Museum. She said it was a good thing to see. Ms. Tilley spoke of historical buildings that was located at 401 & 407 East 6th Street in the East End of Freeport. She said the building located on this property was boarded up to try and preserve it. She said sadly all of the boards were removed. This was deliberate, because these boards were screwed on, with 12-inch screws. She said this was done by someone that knew what they were doing. Ms. Tilley said there is special interest in the buildings in the East End, by The Historical Peace. She said that she would like to maintain this property as long as they are in pursuit with the Port. Ms. Tilley said the Guardian Article will be coming out in the next week. Ms. Tilley said there is interest in not just these buildings but a lot of buildings. She said that Evan Thompson will be coming down to see these buildings. The barber shop is one as well.

Pam Dancy Front Street spoke of the Marina building and how it could not be used because it was too close to the bridge. She said she does not understand why someone cannot replace their toilet and sink. She said this is petty. She said she would just change it, and not get the city involved. She said there is a lot of animosity in this room. She said everyone here on council was voted in by the citizens of Freeport. She said there was a Councilman that made fun of her. And she has not received an apology. She said council needs to shake hands and move forward, and make amends.

PRESENTATION/ANNOUNCEMENTS:

Presentation of Employee of the Month for the month of February 2022.

City Manager presented the Employee of the Month to Holden Ezell for the month of February 2022.

Mr. Kelty and Mayor Bass commended all of the employees for the help in the move of City Hall Offices to the 3rd Floor.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from March 3, 2022 and March 7, 2022

Consideration and possible action on the approval of street closures for Barcadia Easter Egg Hunt on April 17, 2022

Consideration and possible action on the approval of street closures, for Barcadia 2nd Annual Downtown Freeport Bike Fest & Car Show, on May 14, 2022.

Consideration and possible action on the approval of street closures, for the Cinco De Mayo Festival.

On a motion by Councilman Brimage, seconded by Councilman Cain. With a 4-1 vote, Council approved the Consent Agenda. Councilman Pena voted "Ney"

COUNCIL REGULAR AGENDA:

Planning and Zoning Commission opened their meeting with a quorum at 6:41 PM.

Joint Public Hearing was open by City Council and Planning and Zoning Commission at 6:42 PM

Public Hearing: Joint Public Hearing with Planning and Zoning Commission and City of Freeport City Council, to consider an amendment to the City of Freeport Zoning Ordinance. Proposed revisions to Section 155.403 of the City Code regarding Fences and Walls.

Ms. Roman presented to council an amendment to the City of Freeport Zoning Ordinance. The revisions to Section 155.403 of the City Code regarding Fences and Walls from 6- feet to 7-feet. She said there have been numerous requests to change this. She said this is only for residential.

Councilman Brimage asked if we know what our surrounding cities require? Ms. Roman said she believes that Lake Jacksons is 7 ½ feet. Councilman Brimage said that while we are doing this, we should raise it to 8 feet. He said he has talked with a lot of people, and this should be considered.

Eric Hayes says he agrees with the 8 feet as well.

Andrew Dill asked if it matters for the material of the fence? Picket or Chain Link.

Mayor Bass asked if this is 8 feet from the ground to the top? Ms. Roman said from the natural grade to the top of the fence.

Pam Dancy asked about the property on the levee, she said some land is not straight, will this be measured above 8 foot.

Councilman Pena asked what the commercial height is for fences? Ms. Roman said it is 8 foot. Councilman Pena asked if this is for chain link, picket, or steel post fence? Ms. Roman said yes. Councilman Pena asked if a citizen wants to extend this fence, will they be able to. Ms. Roman said yes.

Public Hearing was closed by City Council at 6:48 PM.

The Planning and Zoning commission voted to recommend that council amend the Zoning Ordinance to allow for 8-foot fences in residential areas.

A motion was made by Councilman Brimage to amend the Zoning Ordinance to reflect the allowance for 8-foot fence in Residential areas, and seconded by Councilman Pena. Discussion followed.

City Manager Tim Kelty said this amends Ordinance 2022-2661 Sections 155.403, 5a, 5c, and 5d, to 8-foot.

Mayor Bass called the motion to a vote. With all present voting "Aye" 5-0 vote, Council unanimously approved the amendment to the City of Freeport Zoning Ordinance revisions to Section 155.403 of the City Code regarding Fences and Walls.

Consideration and possible action on Resolution 2022-2741, authorizing the sale of Levy property to Lucy Ware, owner of adjacent property located at 2 North Front Street.

Consideration and possible actions to approve Ordinance No. 2022-2660, closing and abandoning the remaining Division Street right of way between Front Street and the Brazos River and authorizing the sale of said property to Lucy Ware, owner of adjacent property located at 2 North Front Street.

Lucy Ware spoke to council about the Levee property and Division Street ROW she is wanting to purchase from the city. She said that she is wanting to build a house in Freeport. She said she cannot build on the Division Street ROW. Ms. Ware said she has been told that some properties have been given away. Ms. Ware has made an offer of \$15,000 for Division Street and the Water Front properties.

Councilman Brimage recused himself from this vote.

City Manager Tim Kelty suggested that this was appropriate to be discussed in Executive Session under Deliberations on Real Property.

Melanie Oldham 522 West 5, said she thinks the \$23,000 is more than fair for the levee property.

Ed Garcia 1924 North Ave G is in favor of selling both properties to Ms. Ware.

Pam Dancy Front Street, agrees that Ms. Ware should get a fair price for the property.

Councilman Muraira made a motion to sell the Levee Property, and the remaining Division Street ROW between Front Street and the Brazos River to Ms. Ware for \$15,000. Seconded by Councilman Cain. With discussion that followed.

Mr. Kelty pointed out that the agenda included a resolution for the levee property and an Ordinance for the Division street property with amounts to be listed in each.

Councilman Muraira amended his motion to approve Resolution No. 2022-2741 authorizing the sale of the Levee Property for \$7500, and the approval of Ordinance No. 2022-2660 closing and abandoning the remaining Division Street ROW, between Front Street and the Brazos River for \$7500 to Ms. Ware for a total of \$15,000. Seconded by Councilman Cain. With discussion that followed.

Mr. Kelty said he believes the Division Street ROW property, even with the easement, is developable by itself.

Mayor Bass asked who will be responsible to maintain the easement? Mr. Kelty said the property owner.

Councilman Pena said that he would also like to go into Executive Session. He said he does not think there is enough information to decide. Councilman Pena said he is not in favor of giving away property. He said we do not need to repeat history.

Councilman Brimage said he just wants to clarify, that he has never obtained any levee property without an appraisal, and paying the appraisal price for that property. He said he has never received levee property for free. He said this is for the record only.

Ms. Ware said she wants the documents for all the property that was purchased, and she will be sending in a request for this. She said she will be paying a large amount in taxes to the city, because this is not a homestead.

Mayor Bass moved item numbers 7 & 8 to Executive Session

Consideration and possible action approving the purchase of Police Radios through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract RA05-21.

Finance Director Cathy Ezell presented to council the action approving the purchase of Police Radios through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract RA05-21. She said that David Fernandez came through and got a grant for the Police Radios. She said the total cost to the city is \$67.35.

Mayor Bass asked Chief Garivey if these radios tied in with the County and other Municipalities? Chief Garivey said, yes sir.

On a motion by Councilman Pena to approve the purchase of Police Radios through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract RA05-21, seconded by Councilman Cain. With all present voting "Aye" 5-0 vote, Council unanimously approved the purchase of Police Radios through the Houston Galveston Area Council (HGAC) Cooperative Purchasing Contract RA05-21.

Councilman Pena said that he would like to donate the \$67.35 from his check he receives from the city, to cover the cost of the radios.

Consideration and possible action approving the purchase of two mowers for the Freeport Municipal Golf Course.

Finance Director Cathy Ezell presented to council the possible action of approving the purchase of a Fairway Mower for the Freeport Municipal Golf Course. She said this is a budgeted item, but it is over \$50,000 so it must come before council for approval.

Mayor Bass asked if Mr. Dybala will be keeping his other mower until next year? What is the budget for the mower? Ms. Ezell said this is budgeted. Mayor Bass said Brian Dybala, and his crew at the Golf Course is doing a wonderful job.

On a motion by Councilman Brimage to approve the purchase of a Fairway Mower for the Freeport Municipal Golf Course, seconded by Councilman Cain. With all present voting "Aye" 5-0 vote, Council unanimously approved the purchase of the Fairway Mower.

Consideration and possible action for the approval of Purchase of Code Software.

Finance Director Cathy Ezell presented the approval of Purchase of CitizenServe Code Software. She said this software will enable them to do Code Enforcement, Rental Inspections, and Building

Inspections. Ms. Ezell said this is budgeted. It is through CoOp program; the purchase is \$59,000 so it must be brought to council for approval.

Mayor Bass asked if this will allow citizens to look online as well? Ms. Roman said this program will provide customers a lot of interaction.

Mayor Bass asked what program are we currently using? Ms. Roman said GovQA.

Councilman Muraira asked if this is what we voted on last year? Mr. Kelty said no.

Mayor Bass asked may citizens leave comments and ask questions? Ms. Roman said yes. Mayor Bass asked if Mr. Kelty and council can check and see reports? Ms. Roman said yes.

Councilman Cain asked with the CitizenServe, if he was to apply for a permit would he be able to log on and see where the process is on the permit? Ms. Roman said yes, and there are reminders also.

On a motion by Councilman Cain, seconded by Councilman Brimage. With all present voting "Aye" 5-0 vote, Council unanimously approved the Purchase of CitizenServe Code Software.

WORK SESSION:

Mayor Bass told Mr. Casale that we need to get to the bottom of the issues with his property. Mayor Bass said we will get with Mr. Duncan to see if there is a way to fix this. Mayor Bass said you need to at least get your gate back. Mayor Bass spoke about the event held at the museum "Enduring the East End" with Ms. Lloyd, it was amazing.

Councilman Pena said that he will be giving Mr. Casale a call. Councilman Pena said he tries to make sure transparency is served. He said that he voted "Ney" is the Consent Agenda, because he wanted a couple things to be clarified. He asked for clarification of the date on the Cinco De Mayo Event. Mr. Kelty said the date will be on May 5, 2022 from 5PM-8PM. Councilman Pena also stated that in the Meeting Minutes, his comment that he made at the end of Executive Session was not included in the minutes. The comment "The Council was not unanimous in the conclusion in the terms of the review of Mr. Kelty, and we will continue the transparency to the citizens". Councilman Pena said that he takes all the citizens comments to heart. He said please reach out to him with any issues. He said he will be more that happy to explain his views. Councilman Pena commented on Ms. Tilley's comment of a lot of pain and suffering in this room. He said he is sensitive to the pain and suffering in the East End. He said to Ms. Tilley "take this serious, council is working to save the East End". Councilman Pena spoke about the request of the water front properties, that he and Councilman Muraira had asked for at the last meeting. He said he would like to look at the property that Ms. Ware requested in her request to the City. He has concerns that there is an evaluation on the City Attorney tonight. He said we had an evaluation a couple weeks ago of City Manager. He said the City Attorney has a legal obligation to notify the city of any risk or liabilities. He said the items that were brought up in the last meeting were legit. He said in his opinion the review on Mr. Kelty was not to completion, and there is much more to address. Councilman Pena said we did receive a letter from Mr. Kelty, requesting Chief Garivey to suspend Councilman Brimage from the Reserve Officer Position. Councilman Pena said he has a copy of the email if anyone would like a copy of it.

Councilman Cain said Waste Management has dumpsters on the levee by the boat ramp, do we know when these will be picked up? Mr. Kelty said AmeriWaste is picking up the cans, takes them to this location, and Waste Management is picking them up. Councilman Cain said he knows that the street

repair is already planned out, but the alley in the 1700 Block of 8th and 9th Street needs to be patched. He said there are some pretty big potholes. Mr. Petty said this will be June/July to start, but we can put some material to smooth it out until the County can get down there.

Councilman Muraira asked Mr. Kelty when the work will begin for the Grant that was received for North Ave H, sewer line. Mr. Kelty said that is going out for bid this week, we will be opening the bids in early April. Councilman Muraira asked about the budget for the streets for next year, he said he would like to see more done on North Ave G. Councilman Muraira said there are complaints on the 1700 Block of West 5, he said it is a cul-de-sac. Residents are wanting this to be opened up to go all the way through to Yaupon. There are mailboxes all in one spot, and garbage cans all piled in the center. He said he would like to try and adjust for next year.

Councilman Brimage thanked Chief Motley and his crew for their help with his mom. He said his mom fell in a ditch, she has a fractured wrist, sore hip, and a fractured ankle. She felt safe and secure, with the EMS Team. Councilman Brimage said he wants to bring up the positive things in the City. He said the new vet clinic, he thanked Dr. Gordel for having the confidence in the City of Freeport to open this up here. He spoke of the new Texas Gulf Bank, it is beautiful and a huge investment in the City. He spoke of the Paddle Board Rental with activities for the kids. Councilman Brimage said kudos to the EDC. Councilman Brimage said Outriggers on the Brazos. He said it is good to see people coming to Freeport to open up businesses. He said the Hotel is coming along nice, and this is huge for our City. He said the new Beverage Store coming to Freeport is huge for our City. He said these are just a few of the great things coming to Freeport, as a Councilman I love to see this stuff. He thanked the City Manager and City Staff and said to keep up the good work.

Tim Kelty asked that Council look at the first few pages of the Director Reports, he said this was put together with the help of Mr. Petty and Ms. Ezell. It outlines the status of all the various projects that are happening in the City. Mr. Kelty said that we did get the City Hall remediation recommendation and this has been sent to the Architect. He said hopefully, we will be going out for bid soon on the City Hall renovation.

Mayor Bass asked for the timeline on the generator for the Police Department. Ms. Ezell said we have a bid and we have paid our portion of the grant, she said our portion is \$19,000. She said there are some improvements that have to be done at the PD to get the generator installed. She said the generator has been ordered. Ms. Ezell said she has applied for grants for generators for four buildings, and for three different lift stations. Councilman Cain asked if these are permeant. Ms. Ezell said yes. Mayor Bass asked if they run off natural gas or diesel. Ms. Ezell said both.

Councilman Muraira asked that Mr. Kelty send him a more specific list of sidewalks, he said the one he got is very broad. Mr. Kelty said he will get with him.

Councilman Pena asked about the light update on 1st, 2nd, Broad, 4th and 5th Streets. Mr. Kelty said all new lights have been installed but for some reason were not energized. Mr. Kelty said this has been fixed. Councilman Pena said he has an updated list for Mr. Kelty. Councilman Pena asked about the lighting behind Barcadia. He said it is dark, are there any plans to get this lit up? He asked if we can put some of the Centerpoint lights back there? Councilman Pena said the lighting from 1495 and East Park is very poor. He said that he has asked the renters/owners in Downtown to turn their lights on in the evenings. Councilman Pena said the sidewalk at 2nd and Oak and Cherry he has been asking for this to be repaired and he is wondering if this is on the list for repair. Councilman Pena said the alley's in the downtown area is having buildings that flood every time it storms. He said the alleys that need to be addressed are, the alley behind Barcadia, and behind the TiKi Bar. He said these alleys need a lot of love

and attention. He wants to make sure these stay on the schedule. Councilman Pena asked when the new road construction will start? Mr. Petty said between June/August. Councilman Pena asked when the driftwood would be removed from the Beach Entry? He said that he would like to see this done soon. Councilman Pena asked if there was any testing done on the 3rd floor of City Hall? He asked if this is a clean space for the employees? Mr. Kelty said he has no concern of mold on this floor. Councilman Pena said there is no negative effects? Mr. Kelty said no. Councilman Pena asked when the Walking Trail will be complete? Mr. Petty said 90 days from the date of the signed contract. The notice to proceed was issued last week. Councilman Pena asked if legal looked at this contract? Mr. Petty said yes. Councilman Pena asked Ms. Roman what would happen if someone did not contact the city before performing work? Ms. Roman said it could be red tagged, and a citation could be issued. Ms. Roman said the issue with Mr. Reyna's job is more than just a toilet and sink. She said he is converting a garage into a Chapple.

Ms. Dancy said that City Hall is selling the large black garbage bags.

Mayor Bass said TXDOT sent a notice that the 1495 Bridge Construction will start in Spring of 2022 and the phase is until 2024. He said that council will work with them, as best as we can.

Update on reports / concerns from Department heads

CLOSED SESSION:

Open session was closed at 8:24 pm and Council entered into Executive Session.

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), East End, and Brazos Cove, d.) (Economic Development) Project 2022-C in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072, 551.087

Executive session was closed at 9:20 pm, and entered back into Open Session.

Councilman Muraira rescinded his motion on numbers 7 & 8 in regards to \$7500 for the Levee Property and \$7500 for the Division Street ROW Property. Councilman Cain accepted the rescinding.

Adjourn

On a motion by Councilman Brimage, seconded by Councilman Cain, with all present voting "Aye", Mayor Bass adjourned the meeting at 9:20 PM.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, April 4, 2022 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 Troy Brimage

Staff:

- Tim Kelty, City Manager
- Betty Wells, City Secretary
- Cathy Ezell, Finance Director
- Chris Duncan, City Attorney
- Lance Petty, Public Works Director
- Mike Prazliska,
- Kacey Roman, Building Official
- Donna Fisher, Human Resource
- Ray Garivey, Freeport Police Chief
- Clarisa Molina, Administrative Assistant
- LeAnn Strahan, Destinations Director
- Toby Cohen, Information Technology
- Kaytee Ellis, EDC Administrative Assistant

Visitors:

Raven Wuebker	David McGinty
George Matamoros	Kenny Hayes
Bob Casale	Stella Casale
Shonda Marshall	Lucy Ware
Aaron Ware	Melanie Oldham
Sam Reyna	James Saccamano
Con McCleaster	Diane McCleaster
Dan Croft	Manning Rollerson
Sabrina Brimage	Kody Gordel
Raul Ramirez	Vincent Kirk
Patricia Kirk	Josh Mitchell
Pam Dancy	Sandra Loeza
Mingo Marquez	Ben Kelty
Alma Kelty	

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

Mingo Marquez called the meeting for the Freeport EDC to order at 6:01 PM.

CITIZENS' COMMENTS:

Manning Rollerson spoke to council of a March 25 article in the New York Times, it was concerning the East End. He said the Mayor said you were going to fight for the East End. He said all these years the East End endured no streets. He said the City has to have change and growth. He spoke of the boat parade that was held in April, 2021 he said someone has to know something about who allowed this parade.

Lucy Ware spoke to council about the property she is trying to purchase from the city. She said that she would like to offer \$5000 for just the Levee Property. She said this is a fair offer. Aaron Ware said this is a fair offer. He spoke of what others paid for property that has been purchased. Ms. Ware said that she would like to know what was said at the meeting that had Mario rescind his motion. She said she tried speaking with him, and he seemed nervous to talk with her. She said this is very sad, that you cannot speak with someone and them be scared.

Sam Reyna 2002 N Ave G spoke to council about his neighbor, 1936 N Ave G. He said Code Enforcement came to this house, and took pictures. He was told by Code Enforcement that Ameriwave would not pick up the debris, so his neighbor paid \$1000 to have the debris removed. He said his neighbor at 1925 N. G, was told to remove the carpet off of his front yard, and to fix a flat on his car. He was told by Code Enforcement, there was a complaint called in. Mr. Reyna said this is not true. 1911 N. G remodeled his house and put the debris out. He was told Ameriwave would not pick this up, so he paid to have it removed. 321 N. Gulf Blvd was told they need a new grease trap. He said this was replaced and they were told they needed to put landscaping around the grease trap.

Bob Casale Bridge Harbor, said he wants his gate replaced. He also told council to please direct Mr. Kelty to put the gate back, he said this is for our safety.

Kenny Hayes 414 Mystery Harbor Lane said he wanted to commend the City, on the new trash service, he said the City is a lot cleaner now, than it was a month ago.

PRESENTATION/ANNOUNCEMENTS:

Presentation for the Texas Main Street Program.

LeAnn Strahan introduced the Main Street Resource Team who is here for the next three days. Ms. Strahan introduced Texas Main Street Coordinator, Ms. Amy Hammons. Ms. Hammons said she is here to deliver the City's Main Street, signs. Ms. Hammons also introduced the Main Street Resource Team. There was a PowerPoint presentation. Ms. Hammons said this is a group effort and support is critical.

Presentation to Chief Garivey in recognition of his receiving The BLUES Magazine's Lifetime Achievement Award.

Michael Barron, with BLUE'S Magazine presented a Lifetime Achievement Award to Chief Raymond Garivey.

CLOSED SESSION:

Open session was closed at 6:36 pm and Council and Freeport EDC entered into Executive Session

JOINT EXECUTIVE SESSION – ECONOMIC DEVELOPMENT

The City Council and the Freeport Economic Development Corporation will conduct a joint meeting in executive session regarding Project 2022-B pursuant to Texas Government Code Chapter 551, Section 551.087.

Executive session was closed at 7:25 pm, and entered back into Open Session.

No action was taken.

CONSENT AGENDA:

Councilman Pena requested items numbers 3 & 5 be pulled from the Consent Agenda, Mayor Bass pulled all items from the Consent Agenda.

COUNCIL REGULAR AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from March 21, 2022.

A motion was made by Councilman Brimage, and seconded by Councilman Cain to approve the City Council meeting minutes from March 21, 2022. With discussion that followed.

Councilman Pena said the minutes did not include Ms. Tilley's comment of a house being boarded up, and then the boards being removed by someone.

Mayor Bass asked City Attorney Chris Duncan if the minutes need to be verbatim? Mr. Duncan said the minutes do not need to be verbatim.

Councilman Pena said this was an important talking point to her, she called him this afternoon.

Mayor Bass tabled the meeting minutes from March 21, 2022 until the next council meeting.

Councilman Brimage recalled his motion.

Consideration and possible action on approving Centerpoint GRIP Resolution No. 2022-2742.

City Manager Tim Kelty presented to council the possible action of approving Centerpoint Grip Resolution No. 2022-2742. Mr. Kelty said, said Centerpoint has presented a rate increase. The city is a Member of TCUC of Cities. Alfred Herrera asked that we present this resolution, it will delay this rate increase for 45 days to give the coalition time to review the increase and make a recommendation.

A motion was made by Councilman Brimage, and seconded by Councilman Cain. With all present voting "Aye" 5-0 vote, Council unanimously to approve Centerpoint GRIP Resolution No. 2022-2742.

Consideration and possible action on approving Ordinance 2022-2657 amending Ordinance 2021-2650 establishing specific procedures and deadlines for items to be placed on the City Council agenda.

City Manager Tim Kelty presented to Council Ordinance No. 2022-2657, amending Ordinance No. 2021-2650 establishing specific procedures and deadlines for items to be placed on the City Council agenda. Mr. Kelty said per our Charter Procedures for Passing Ordinances “every ordinance shall be introduced in written or printed form and upon passage shall take effect at the time indicated therein”. Mr. Kelty said staff has been following this rule that has been passed.

Mayor Bass asked if the ordinance accurately reflects what was approved. Mr. Kelty said yes.

A motion was made by Councilman Brimage, seconded by Councilman Cain. With discussion that followed.

Councilman Pena said he is curious if Ordinance No. 2022-2657 will it be taking effect today? And he asked if Council violated anything if it was improperly adopted?

City Manager Tim Kelty said Ordinance 2022-2657 was improperly adopted because it was not presented in written form when it was considered, which is required by the city Charter to adopt ordinances.

City Attorney Chris Duncan said it was originally introduced in writing, he said he thinks it was properly passed. He said bringing it back before Council is good practice.

Mayor Bass called the motion for a vote, with all present voting “Aye” 5-0 vote, Council unanimously approved Ordinance No. 2022-2657, amending Ordinance No. 2021-2650 establishing specific procedures and deadlines for items to be placed on the City Council agenda.

Public Hearing: Consideration and possible action on approving Re-Plat Consideration and possible action on approving Re-Plat of GLC Subdivision Replat Of Lots 1 Thru 6 Block 81 of the Freeport Townsite As Recorded in Volume 2, Page 95 Of the Brazoria County Plat Records in The Stephen F. Austin Labor Abstract 31 City of Freeport Brazoria County, Texas February 2022.

Mayor Bass opened a Public Hearing at 7:36 PM

Building Official Kacey Roman presented to Council possible action on approving Re-Plat of GLC Subdivision Replat Of Lots 1 Thru 6 Block 81 of the Freeport Townsite As Recorded in Volume 2, Page 95 Of the Brazoria County Plat Records in The Stephen F. Austin Labor Abstract 31 City of Freeport Brazoria County, Texas February 2022. Ms. Roman said this is the entire property at West 1 Street. She said this is a property where the owner, Mr. Gardner Campbell previously acquired the ROW from the City. She said the owner intends to create a Home Owners Association. Ms. Roman said this replat was approved by Planning and Zoning. She said this is zoned as C2 and the owner will be requesting a rezone to a WR. Staff recommends approval of this replat.

Councilman Cain asked the owner of the property, Gardner Campbell if he still has the active 380 Agreement? Mr. Campbell said that he has never has a 380 Agreement. Councilman Cain asked if this will affect any agreements? Mr. Campbell said no.

Councilman Pena asked if this is not a 380 Agreement, what kind of agreement is it? Chris Duncan said a 380 is authorized by Chapter 380 and it authorizes municipalities to enter those types of agreements. This would be called an Economic Development Agreement. Councilman Pena asked if Mr. Campbell

is compliant? Mr. Kelty said he believes he has one house left to build. Councilman Pena asked about the lot that has two houses on it, should there be only be one. Mr. Kelty said the contract was silent on this issue.

Mayor Bass asked if there will be any potential violations with the new zoning? Mr. Kelty said it is something that will have to be considered during the rezoning, but it would not prevent the Council from Rezoning. That specific issue would be grandfathered.

City Attorney Chris Duncan said that he does not see any problem with this replat, he said the agreement will still be effective.

Councilman Brimage apologized to Mr. Campbell for the negativity, and said that he appreciates all of the development and the continued effort and money that he puts into the City.

George Matamoros said that he is in favor of the replat, but he opposes Private HOAs.

Councilman Pena asked if the HOA will affect the City Code Department? Mr. Kelty said City provisions will always trump the HOA but the city does not have authority to enforce HOA regulations. Mr. Campbell said the HOA is for the maintenance of the road, mowing of the properties, and maintaining the gates.

Pam Dancy asked how much was paid for the properties, and did we get an appraisal? Mayor Bass said he believes the agreement negotiated by the EDC was \$5000 per lot back in 2017. Mayor Bass advised that she go to the EDC to look at the records.

Councilman Pena asked if this replat will allow for any additional units? Kacey Roman said with this replat there will be only one empty developable lot.

Mayor Bass closed the Public Hearing at 7:56 PM.

A motion was made by Councilman Brimage, seconded by Councilman Cain to approve the plat. With discussion that followed.

Mayor Bass asked City Attorney Chris Duncan if there are any pre-requirements that the City can have a hand in, for the formation of this HOA? Mr. Duncan said the agenda item is to approve this replat. This item does not include any discussion or approval of a HOA. Just the approval of a replat.

Mayor Bass called the motion to a vote. With all present voting "Aye" 5-0 vote, Council unanimously approved the approval of a Re-Plat of GLC Subdivision Replat Of Lots 1 Thru 6 Block 81 of the Freeport Townsite As Recorded in Volume 2, Page 95 Of the Brazoria County Plat Records in The Stephen F. Austin Labor Abstract 31 City of Freeport Brazoria County, Texas February 2022.

Mayor Bass opened Public Hearing at 7:57 PM

Public Hearing: Consideration and possible action on approving Re-Plat Consideration and possible action on approving Re-Plat of Jones Addition, A Subdivision of a 0.6520 Acre (Called 0.6480 Acre) Tract of Land Situated in the Guy M. Bryan Survey, Abstract No. 157 In Brazoria County, Texas, Being Known As Lot 30, In The J.R. Thurman Subdivision Recorded In Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, Known As Tract I Together With Tracts II and III Conveyed to Robert L. Michie as Recorded In Volume 1438, Page 708, of the Deed Records of Brazoria County,

Texas, Being Those Particular Tracts Known as Lot 29, in the J.R. Thurman Subdivision, As Recorded in Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, A 40.0 Feet By 52.0 Feet Tract Conveyed To Robert L. & Barbara Michie In Deed Recorded In Volume 1570, Page 369, Of The Deed Records Of Brazoria County, Texas And A Called 40.0 Feet By 52.4 Feet Tract As Recorded In Volume 1570, Page 366, Of The Deed Records Of Brazoria County, Texas.

Building Official Kacey Roman presented to Council the possible action on approving Re-Plat of Jones Addition, A Subdivision of a 0.6520 Acre (Called 0.6480 Acre) Tract of Land Situated in the Guy M. Bryan Survey, Abstract No. 157 In Brazoria County, Texas, Being Known As Lot 30, In The J.R. Thurman Subdivision Recorded In Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, Known As Tract I Together With Tracts II and III Conveyed to Robert L. Michie as Recorded In Volume 1438, Page 708, of the Deed Records of Brazoria County, Texas, Being Those Particular Tracts Known as Lot 29, in the J.R. Thurman Subdivision, As Recorded in Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, A 40.0 Feet By 52.0 Feet Tract Conveyed To Robert L. & Barbara Michie In Deed Recorded In Volume 1570, Page 369, Of The Deed Records Of Brazoria County, Texas And A Called 40.0 Feet By 52.4 Feet Tract As Recorded In Volume 1570, Page 366, Of The Deed Records Of Brazoria County, Texas. Ms. Roman said this is in our ETJ. She said that Planning and Zoning approved this replat, and staff recommends approval by Council.

Mayor Bass closed the Public Hearing at 8:01 PM

A motion was made by Councilman Pena, and seconded by Councilman Brimage. With all present voting "Aye" 5-0 vote, Council unanimously approved the Re-Plat of Jones Addition, A Subdivision of a 0.6520 Acre (Called 0.6480 Acre) Tract of Land Situated in the Guy M. Bryan Survey, Abstract No. 157 In Brazoria County, Texas, Being Known As Lot 30, In The J.R. Thurman Subdivision Recorded In Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, Known As Tract I Together With Tracts II and III Conveyed to Robert L. Michie as Recorded In Volume 1438, Page 708, of the Deed Records of Brazoria County, Texas, Being Those Particular Tracts Known as Lot 29, in the J.R. Thurman Subdivision, As Recorded in Volume 6, Page 35, Of The Plat Records Of Brazoria County, Texas, A 40.0 Feet By 52.0 Feet Tract Conveyed To Robert L. & Barbara Michie In Deed Recorded In Volume 1570, Page 369, Of The Deed Records Of Brazoria County, Texas And A Called 40.0 Feet By 52.4 Feet Tract As Recorded In Volume 1570, Page 366, Of The Deed Records Of Brazoria County, Texas.

Consideration and Possible Action on Ordinance No. 2022-2662 approving Amendment #3 to the FY 2021/2022 Budget.

Finance Director Cathy Ezell presented to council Ordinance No. 2022-2662 approving Amendment #3 to the FY 2021/2022 Budget. Ms. Ezell said this Budget Amendment is for some of the Grants that we have received. She said the Radio Grant, Fire Department Grant for equipment, Museum Grants, and the disposal of debris from Hurricane Nicholas.

A motion was made by Councilman Cain, seconded by Councilman Brimage. With all present voting "Aye" 5-0 vote, Council unanimously approved Ordinance No. 2022-2662 approving Amendment #3 to the FY 2021/2022 Budget.

Consideration and possible action to award bid, and approve Resolution No. 2022-2743 authorizing the Mayor to sign the contract for the Annual Fuel Contract with Petroleum Traders Corporation.

Finance Director Cathy Ezell presented to council the possible action on approving Resolution No. 2022-2743 authorizing the Mayor to sign the contract for the Annual Fuel Contract with Petroleum Traders

Corporation. Ms. Ezell said the city went out for bid for gasoline and diesel, and Petroleum Traders came in with the lowest and best bid. She said they are the current provider. Ms. Ezell said the contract has been reviewed and approved by Legal. She said it is staff's recommendation to approve this Resolution and Contract.

Councilman Pena asked what is the OPIS rate? Ms. Ezell said this rate varies. The new contracted rate is .0164 for gasoline and diesel orders over 2500 gallons and 0.235 for orders under 2500 gallons, over the OPIS rate. Councilman Pena asked if this is local company? Ms. Ezell said no they are out of State.

A motion by Councilman Pena, seconded by Councilman Brimage. With all present voting "Aye" 5-0 vote, Council unanimously approved Resolution No. 2022-2743 authorizing the Mayor to sign the contract for the Annual Fuel Contract with Petroleum Traders Corporation.

Consideration and possible action of awarding bid, and approve Resolution No. 2022-2744 authorizing the Mayor to sign the contract for Lift Stations 3, 4, and 14, to CFG Industries, LLC.

Finance Director Cathy Ezell presented to Council Resolution No. 2022-2744 authorizing the Mayor to sign the contract for Lift Stations 3, 4, and 14, to CFG Industries, LLC. Ms. Ezell said staff advertised for Competitive Sealed Bids, and we received three. Ms. Ezell said Freese and Nichols completed the analysis and recommends the City to award the bid to CFG Industries, LLC.

Jared Barber, with Freese and Nichols said there are two lift stations on the South Side (Freeport Side), and one on the North Side (Velasco Side). Mayor Bass asked the timeframe? Jared said the contract is 270 days. Mayor Bass asked once these are replaced, will we have better flow? Jared said the noise will be a lot quieter. The flow will be more lively and much more.

Councilman Cain asked where CFG is located? Councilman Cain said he did some research and he found a CFG out of Houston, but did not see where they do rehabs of lift stations. Jared said that they received six different references on this company. They were all called, and was told the time frame was met, and the quality of work was good. He said all six references were positive.

A motion by Councilman Brimage, seconded by Councilman Cain. With all present voting "Aye" 5-0 vote, Council unanimously approved Resolution No. 2022-2744 authorizing the Mayor to sign the contract for Lift Stations 3, 4, and 14, to CFG Industries, LLC.

WORK SESSION:

Mayor Bass announced there are blown up maps of certain areas of Freeport with sewer issues. He said the red lines in the maps are problem areas that were identified after much study as the most problematic areas. He said these fall under the GLO Contract. He said these funds are to repair, replace and fix our Sewer Collection system in these areas to reduce I & I. He said he brings this up because there are issues with our sewage. Mayor Bass said that The City of Brazoria received a letter from the GLO stating they were threatening to withdraw their funds, because the City of Brazoria did repairs to the lines identified by the grant. Mayor Bass said this is a violation of the contract with the GLO. Mayor Bass said we cannot do repairs to our sewer, because we will be subject to losing the \$6 million grant. He said we have to be careful. We want the money. He said he wants everyone to be able to see the lines that will be repaired. Mayor Bass said the other \$6 Million will be going to the WWTP.

Councilman Pena presented pictures of the beach and the driftwood at the entrance of the beach. Councilman Pena said he is hoping that we can get this cleaned up soon. He showed a picture of the

asphalt at the entry, and said he is not sure what the white mesh material is. He said that the asphalt looks clean. Mayor Bass said it will take heavy equipment to remove this debris. And he asked if this is on the Quintana side? Councilman Pena said it is the entry, and Quintana would be happy for us to clean it up. Mayor Bass said Bryan Beach looks wonderful. Councilman Pena showed the lighting from a subdivision on Surfside. Councilman Pena said our primary lighting is not enough coming into Freeport at 288. Councilman Pena spoke of the Pop box, and the positive it brought to the City. He said EDC is talking of bringing more pop boxes to the city. Mayor Bass said to be sure and get permission before putting them on City Property. There were pictures shown of Park Ave and East and West Park. He spoke of Alley's behind Barcadia, the Museum, the old Pharmacy and the three EDC Buildings. He said there needs to be lighting behind Barcadia. He said the alley's need repair. He said the EDC Buildings 208, 210 and 212 need grading repairs to the alley. Councilman Pena spoke of trash and code. He showed a picture of what a "red tag" looks like, he said that there were several from last week, and he was glad to see that. He said it shows everyone is working together. Councilman Pena asked if AmeriWaste picks up their cans, and Waste Connections cans? He asked if AmeriWaste picks up any can 50 pounds or less. Councilman Pena asked when is Ward A's heavy pickup? Councilman Pena said there has been a lot of social media questions of when they can put out the trash. He said some are testing to see when it should be picked up, and it wasn't picked up. Councilman Pena said let's all test it this week and see if it gets picked up. Councilman Pena said he is not speaking for or against AmeriWaste.

Councilman Cain said as a city, since we have a new trash company we need to continue educating the public of what is expected of us, and what is expected of them. He said he is encouraged by what Mr. Reyna said, that Code went by spoke with the resident and did not write a citation. But explained what is expected. At this point the owner had a couple of choices, and he spent a lot of money. He said Ward B heavy pickup is not until next week, and there is not a street in Ward B that does not have large trash out. He said it will take education. Councilman Cain said he saw AmeriWaste trucks was out on Saturday starting to pick up limbs.

Councilman Muraira said the 1st week of the month is Ward A, 2nd week is Ward B, 3rd week is Ward C and 4th week is Ward D for heavy pickup. Mr. Kelty said yes, and residents are supposed to set it out on Tuesday night and it is picked up on Wednesday. Councilman Muraira asked about the lighting on Ave D, he asked what is the status? Mr. Kelty said that Ms. Cramer has made of map of all the lighting in Freeport. Councilman Muraira asked what the reason was to start the street repair on Arbutus? Mr. Petty said they can do minor storm water repairs, and knock this street out quickly. It was the contractor that determined the order of construction of streets in the contract. Mr. Petty said Council approved the streets. Councilman Muraira said that there is a pothole on 9th Street between Dixie and Yaupon, he said that this needs to be repaired. Councilman Muraira talked about the Boxing Show, he said it did really good. He said there were people from Bay City, Houston, and he believes San Antonio. He said the local State Champion, Fabian Arredondo was there. Councilman Muraira said there were some problems with Code Enforcement at the event. He said he was told that they did not want to give them the list of items that were needed for food service. He said that they felt they were in a scramble getting the things they were told they needed, and then were told they needed more. He said they were also told they could not play music outside. Councilman Muraira said they felt terrorized. He said what helped them is that they knew code and were able to ask questions.

Councilman Brimage said if you go out Velasco and take a right on Hwy 36 less than a ¼ of a mile there is a huge pot hole. He said he knows this is TXDOT, but if we can get with them. He said this has to be repaired, he said it takes the bottom out of your car, or it is going to cause a horrible accident.

Tim Kelty said AmeriWaste will be starting the non-residential service this month, if you need a dumpster please call City Hall.

Pam Dancy spoke of people putting their trash on someone else's property.

Update on reports / concerns from Department heads

Cathy Ezell said the city has new system for water bills. She said they no longer use postcards, but the statements are mailed in an envelope with a return envelope enclosed. Mayor Bass asked that this be put on the website.

Councilman Pena spoke of the News Letter sent out by Mr. Petty, he said he seen it on the website, and he was glad to see this. He said the Riverfest sign needs to be updated. Councilman Pena spoke of the 1495 expansion, he said they are expanding it from a one lane, to a one lane. He said we need to be proactive enough to tell TXDOT this is not going to be helpful today. Councilman Brimage said he agrees this needs to be two lanes. Councilman Pena said we may need to sit down and submit a letter to TXDOT as a Council. Councilman Pena said he did not get the information he requested on the sale of the ROW properties he requested from Mr. Kelty. Mayor Bass asked Councilman Pena if he is requesting ROW's that have been sold by the city? Councilman Pena said yes. Councilman Pena said he is not for the city giving away property. Councilman Pena said again he would like to receive this list of properties, and he is uncertain why he has not received it in its entirety. Mr. Kelty said the city only has certain information. He said he sent Councilman Muraira and Pena what had been assembled for Mrs. Ware. But was uncertain what specifically Councilman Pena was still wanting. Councilman Pena said Mrs. Ware has been here three times, and two of those times she said she is still waiting for the information. Mayor Bass asked if Councilman Pena had looked at the original request submitted by Ms. Ware? Councilman Pena said he has the email. Mayor Bass said that the original request submitted was not a clear request, he said the request was too vague, and should have been objected to and asked to resubmit a clearer request. Mayor Bass said it did not state what river, what town, how far to go back for these records. He said they have to be properly done.

CLOSED SESSION:

Open session was closed at 8:59 pm and Council entered into Executive Session

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), East End, c.) (Personnel Matters) Discussion regarding job performance of City Attorney, Chris Duncan, in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072, 551.074.

Executive session was closed at 9:16 pm, and Open Session was reconvened.

A motion was made by Mayor Bass to allow Mr. Kelty to be in Executive Session, seconded by Councilman Brimage. With discussion that followed.

Councilman Pena said his position is, if Mr. Kelty is required for his input and knowledge on any of the materials then he should be invited back in. Mayor Bass said Mr. Kelty as our City Manager should not be excluded from any Executive Session, even when we do a review of his performances.

Mayor Bass called the motion for a vote, with a 3-2 vote Mr. Kelty was allowed to remain in Executive Session. Councilmen Muraira and Pena voted "Nay".

Open session was closed at 9:17 pm and Council entered back into Executive Session.

Executive session was closed at 10:16 pm, and Council entered back into Open Session.

A motion was made by Councilman Brimage to remove Chris Duncan as the City Attorney, based on the evidence that he provided to council tonight.

With a lack of a second, motion fails. Mayor Bass asked that this issue be back on Executive Session on our next Regular City Council Meeting.

Adjourn

On a motion by Councilman Cain, seconded by Councilman Muraira, with all present voting "Aye", Mayor Bass adjourned the meeting at 10:17 PM.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 5

Title: Discussion regarding City residential solid waste service.

Date: April 18, 2022

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends Council have this discussion.

Item Summary: With the new contract with AmeriWaste for residential solid waste collection and disposal, there were changes to the service provided to Residential Customers.

- The Size of the cart was reduced from 95 gallons to 65 gallons.
With up to 5 additional items being allowed to be set out for bi-weekly pick-up.
- Bulk waste pick-up was changed from 2 CY-Weekly to 5 CY-Monthly.
Bulk waste is picked up on Wednesday by Ward, with each ward being a different week of the month.
- Community wide clean-ups were changed to unlimited curbside, to unlimited at a centralized drop off location.

Background Information:

Prior to Ameriwaste's contract beginning the City sent out a flyer in the mail to residents explaining the changes to the service and outlining their responsibilities and the service that was to be provided.

The first week of the new service 4 door hangers were created specifically addressing bulk waste and providing notice to residents when they were to put out bulk waste.

The weekend before AmeriWaste's contract started, they sent trucks to town to pick up all bulk waste left to accumulate by Waste Connections. They did this to establish a clean slate to start with, and they did this at no charge to the city.

There have been complaints on Facebook and received by the city hall regarding bulk waste not being picked up.

The City has prepared the attached flyer that went out with this month's utility bill. Additionally, the city has developed the attached door hanger to further inform residents of potentially trash bills due to non-conformance with solid waste requirements, so that they have additional time to make arrangements to reduce their volumes and/or come into compliance before getting a bill.

Special Considerations: The biggest issue staff sees with Bulk waste has been that limbs and brush that is being placed out, has not been bundled properly, and construction waste is being placed at the curb.

The requirements regarding construction waste and limbs/brush are the same requirements that were in the Waste Connection Contract. As of this week AmeriWaste HAS been picking up unbundled brush, as long as it is not excessive, but this extra effort on their part is not expected to continue indefinitely.

Financial Impact: None.

Board or 3rd Party recommendation: None

Supporting Documentation: Ameriwaste Agreement, Flyer and door hanger

CITY OF FREEPORT
SOLID WASTE AGREEMENT

This Agreement is made and entered into as of December 6 2021 by and between the City of Freeport, Texas, a municipal corporation located principally in Brazoria County, Texas (hereinafter the "City"), and AmeriWaste Solutions, Inc., (herein after "CONTRACTOR") with an effective date of February 1, 2022 for all Residential and Light Commercial Services and an effective date of no later than April 1, 2022 for all Commercial Services.

Section 1.
Definitions of Terms

Whenever in this Agreement the following terms are used, they shall be defined as follows:

Bulky Waste. Solid Waste not easily containerized in a Cart or Dumpster such as, but not limited to appliances, furniture, and other Solid Waste. Bulky Waste shall not include Excluded Waste.

Bulky Waste Services. Collection of Bulky Waste and Disposal of Bulky Waste at a Disposal Site or Recycling of Bulky Waste at a Recycling Facility.

Bundle. Yard Trimmings securely tied together forming an easily handled package not exceeding four feet in length or 50 lbs. in weight.

Business Day. Monday through Sunday between the hours of 8:00am to 5:00pm, excluding Federal Holidays

Cart. A receptacle, equipped with wheels and a bar, with a capacity of approximately forty-eight (48), sixty-five (65), or ninety-six (96) gallons, designed to be mechanically dumped into a loader-packer type truck via a fully automated truck arm or semi-automated truck tipper.

City. The City of Freeport, Texas and City's officers, elected officials, employees, agents, volunteers, and representatives.

City Council. The governing body of the City.

City Event. An event designated by the CM to receive City Services. The CM has the sole authority to add or eliminate City Events.

City Facility. A City-owned or operated facility. The CM has the sole authority to add or eliminate City Facilities to receive City Services.

City Manager ("CM"). The City's City Manager or a person authorized to act for the CM.

City Services. Solid Waste Services for City Events and City Facilities.

Collect or Collection. The act of removing Solid Waste for transport to a Disposal Site, removing Yard Trimmings for transport to a Yard Trimmings Facility or to a Disposal Site, and removing Bulky Waste for transport to a Disposal Site.

Commercial Refuse. All Bulky Waste, Construction Debris, Garbage, Yard Waste and Rubbish generated by a Producer at a Large Commercial Unit.

Commercial Unit. All premises, locations or entities, public or private, requiring refuse collection within the corporate limits of the City that are not classified as a residential unit or light commercial unit.

Compactor. A compaction mechanism, whether stationary or mobile, designed to attach to a Roll-off.

Contractor. Shall mean the person, corporation, or partnership performing solid waste collection and disposal.

Construction Debris. Shall mean waste building materials resulting from construction, remodeling, repair, or demolition operations, typically collected in roll-off bins without lids and which are typically disposed of at Type IV landfills.

Curbside. The location within three (3) feet of the curb of the street abutting such property that provides primary access to the Service Unit as designated by the CM unless such placement interferes with or endangers movement of vehicles and pedestrians.

Customer(s). An occupant of a Residential Unit or a Non-Residential Unit in Freeport, and that has a City utility account that is billed for Solid Waste service on a monthly basis.

Dead Animal. Animal or part of an animal equal to or greater than ten (10) pounds in weight that has expired from any cause except those slaughtered or killed for human use.

Disposal. In accordance with 30 Texas Administrative Code § 330.3, defined as “The discharge, deposit, injection, dumping, spilling, leaking, or placing of any solid waste or hazardous waste (whether containerized or uncontainerized) into or on any land or water so that such solid waste or hazardous waste or any constituent thereof may enter the environment or be emitted into the air or discharged into any waters, including groundwater”.

Disposal Site or Facility. All contiguous land, structures, other appurtenances, and improvements on the land that is licensed and permitted, as required by all governmental bodies having jurisdiction, for disposing of Solid Waste. A Disposal Site may be publicly or privately owned and may consist of several Disposal operational units.

Dumpster. A watertight receptacle, with a capacity of approximately two (2) cubic yards up to approximately eight (8) cubic yards, equipped with lid and designed to be mechanically dumped into a loader-packer type truck.

Excluded Waste. Hazardous Waste, Special Waste, and Construction or Demolition Waste.

Garbage. In accordance with 30 Texas Administrative Code § 330.3, defined as “Solid waste consisting of putrescible animal and vegetable waste materials resulting from the handling, preparation, cooking, and consumption of food, including waste materials from markets, storage facilities, handling, and sale of produce and other food products.”

Generator. Any person or entity that produces Solid Waste.

Green Waste. Grass, leaves, tree trimmings, branches and other items derived from plants. This does not include tree trunks or root balls.

Hazardous Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste identified or listed as a Hazardous Waste by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976, 42 United States Code, §§6901 *et seq.*, as amended.”

Heavy Trash. Refuse that is of such size and weight that it cannot be placed in a thirty-two (32) gallon container, or if it can be placed into a thirty-two (32) gallon container, its weight exceeds fifty (50) pounds. Heavy trash shall not include items or materials which cannot be safely lifted and placed upon a truck by two (2) people. Heavy trash shall include tree limbs less than four feet (4’) in length and loose lumber less than four feet (4’) in length provided the aggregate weight of such tree limbs and/or lumber does not exceed two hundred (200) pounds (see “Bundle” definition).

Household Hazardous Waste. Waste that would be chemically or physically classified as Hazardous Waste but is excluded from regulation as a Hazardous Waste pursuant to the regulations of the Environmental Protection Agency because it is generated by a household and generally includes fertilizers, pesticides, paint, paint-related materials, household cleaners, white goods (free of Freon), batteries, thermometers, automotive products, electronics, poop chemicals, aerosol cans, tires, fluorescent bulbs and small propane containers. Household Hazardous Waste does not include business/commercial waste, medical waste (pharmaceuticals, sharps/needles), radioactive waste, PCBs, dioxins, ammunitions, explosives, compressed gas cylinders, smoke detectors.

Light Commercial Unit. A commercial unit generating not more than four (4) ninety-six (96) gallon containers of Commercial Refuse during a calendar week.

May or Should. Not mandatory but permissible.

Refuse. A nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials, combustible rubbish, including paper, rags, cardboard, cartons, wood, excelsior, furniture, rubber, plastics, yard trimmings, leaves, and similar materials; noncombustible rubbish, including glass, crockery, tin cans, aluminum cans, metal furniture and like materials which will not burn at ordinary incinerator temperatures (1600°F to 1800°F), but not including construction debris.

Resident. A person who resides at a Residential Unit.

Residential Unit(s). An improved property which is used, or capable of being used, for domestic use by a single family, including a single-family dwelling, duplex, fourplex, townhouse, apartment or condominium unit. A Residential Unit shall be deemed occupied when either water or electric services are being supplied thereto. A townhouse, fourplex, duplex, or condominium dwelling, whether of single or multi-level construction, consisting of four or less contiguous or separate single-family Dwelling Units, shall be treated as a Residential Unit, except that each Dwelling Unit within any such Residential Unit shall be billed separately as a Residential Unit. Those Residential Units designated by the CM to be served by a Dumpster or Roll-off Compactor shall not be included in this definition and shall be a Non-Residential Service Unit.

Residential Waste Services. Solid Waste Services, Bulky Waste Services, and Yard Trimmings Services for Residential Units and Light Commercial Units. (See Section 9)

Roll-off. A watertight receptacle, with a capacity of approximately twenty (20) cubic yards up to approximately forty (40) cubic yards, intended to be loaded onto a motor vehicle.

Roll-off Compactor. A Roll-off with a Compactor.

Rubbish. In accordance with 30 Texas Administrative Code § 330.3, defined as “Nonputrescible solid waste (excluding ashes), consisting of both combustible and noncombustible waste materials. Combustible rubbish includes paper, rags, Cartons, wood, excelsior, furniture, rubber, plastics, brush, or similar materials; noncombustible rubbish includes glass, crockery, tin cans, aluminum cans, and similar materials that will not burn at ordinary incinerator temperatures (1,600 degrees Fahrenheit to 1,800 degrees Fahrenheit).”

Shall or Must. Mandatory and not merely discretionary or optional.

Solid Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Garbage, rubbish, refuse, sludge from a wastewater treatment plant, water supply treatment plant, or air pollution control facility, and other discarded material, including solid, liquid, semi-solid, or contained gaseous material resulting from industrial, municipal, commercial, mining, and agricultural operations and from community and institutional activities. The term does not include:

- (a) solid or dissolved material in domestic sewage, or solid or dissolved material in irrigation return flows, or industrial discharges subject to regulation by permit issued under Texas Water Code, Chapter 26.
- (b) soil, dirt, rock, sand, and other natural or man-made inert solid materials used to fill land if the object of the fill is to make the land suitable for the construction of surface improvements; or
- (c) waste materials that result from activities associated with the exploration, development, or production of oil or gas or geothermal resources and other substance or material regulated by the Railroad Commission of Texas under Natural Resources Code, §91.101, unless the waste, substance, or material results from activities associated with gasoline plants, natural gas liquids processing plants, pressure maintenance plants, or repressurizing plants and is Hazardous Waste as defined by the administrator of the United States Environmental Protection Agency under the federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act, as amended (42 United States Code, §§6901 *et seq.*)
- (d) Excluded Waste.

Solid Waste Cart. A Cart utilized exclusively for Solid Waste Services.

Solid Waste Services. Collection of Solid Waste and Disposal of Solid Waste at a Disposal Site.

Special Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Any solid waste or combination of solid wastes that because of its quantity, concentration, physical or chemical characteristics, or biological properties requires special handling and

Disposal to protect human health or the environment. If improperly handled, transported, stored, processed, or disposed of or otherwise managed, it may pose a present or potential danger to human health or the environment. Special wastes are:

- (a) Hazardous Waste from conditionally exempt small-quantity generators that may be exempt from full controls under Chapter 335, Subchapter N of this title (relating to household materials Which Could Be Classified as Hazardous Wastes).
- (b) Class 1 industrial nonhazardous waste.
- (c) Untreated medical waste.
- (d) Municipal wastewater treatment plant sludges, other types of domestic sewage treatment plant sludges, and water-supply treatment plant sludges.
- (e) Septic tank pumpings.
- (f) Grease and grit trap wastes.
- (g) Wastes from commercial or industrial wastewater treatment plants; air pollution control facilities; and tanks, drums, or containers used for shipping or storing any material that has been listed as a hazardous constituent in 40 Code of Federal Regulations (CFR) Part 261, Appendix VIII but has not been listed as a commercial chemical product in 40 CFR §261.33(e) or (f).
- (h) Slaughterhouse wastes.
- (i) Dead animals.
- (j) Drugs, contaminated foods, or contaminated beverages, other than those contained in normal household waste.
- (k) Pesticide (insecticide, herbicide, fungicide, or rodenticide).
- (l) Discarded materials containing asbestos.
- (m) Incinerator ash.
- (n) Soil contaminated by petroleum products, crude oils, or chemicals in concentrations of greater than 1,500 milligrams per kilogram total petroleum hydrocarbons; or contaminated by constituents of concern that exceed the concentrations listed in Table 1 of §335.521(a)(1) of this title (relating to Appendices).
- (o) Used oil.
- (p) Waste from oil, gas, and geothermal activities subject to regulation by the Railroad Commission of Texas when those wastes are to be processed, treated, or disposed of at a solid waste management facility authorized under this chapter.
- (q) Waste generated outside the boundaries of Texas that contains:
 - a. any industrial waste.
 - b. any waste associated with oil, gas, and geothermal exploration, production, or development activities; or
 - c. any item listed as a special waste in this paragraph.
- (r) Lead acid storage batteries; and
- (s) Used-oil filters from internal combustion engines.

Unit. Residential and Non-Residential Units that qualify for services

Work. The furnishing of all labor, materials, equipment, and other incidentals necessary for the successful completion this Agreement and the carrying out of all duties and obligations imposed by this Agreement.

Yard Trimmings or Yard Waste. In accordance with 30 Texas Administrative Code § 330.3, defined as “Leaves, grass clippings, yard and garden debris, and brush, including clean woody vegetative material not greater than six inches in diameter, that results from landscaping maintenance and land-clearing operations. The term does not include stumps, roots, or shrubs with intact root balls.”

Section 2. Scope of Services

The Work to be done shall consist of providing Solid Waste Services (as defined above) which includes the collecting, processing and/or disposing, at its own cost and expense, all Solid Waste (including Garbage, Refuse, Rubbish and Heavy Trash), and Green Waste collected from every Residential, Light Commercial and Commercial Units within the corporate limits of the City as the present and future boundaries exist. CONTRACTOR shall also provide two (2) Community Household Bulky Waste collection events per year at a centralized location specified and provided by the City.

Section 3. Vehicles and Equipment

1. CONTRACTOR shall provide and maintain a fleet of solid waste collection vehicles and equipment sufficient in number and capacity to perform the work and render the services required by this contract during peak and non-peak seasons. CONTRACTOR shall provide, at all times, well-maintained vehicles and equipment and keep them in good repair, clean and sanitary, and free of leaks and excessive emissions. CONTRACTOR shall contain, enclose, or tie all waste and refuse in a manner that prevents spilling, leaking or blowing. CONTRACTOR shall be responsible for immediate cleanup of all leakage, spillage, and blown debris resulting from equipment in compliance with all laws and manufacturers’ specifications. CONTRACTOR’S name and telephone number shall be clearly marked on both sides of each vehicle or equipment.
2. All Dumpsters and Roll-off Containers shall be maintained by CONTRACTOR in good condition. Dumpsters will be changed, as needed, to maintain all health and safety concerns, free of charge. All other container movement will be as agreed by the CONTRACTOR and Customer. All Roll Off loads must meet TxDOT weight requirements.

Section 4. Collection Schedule and Frequency

1. Residential Collections: CONTRACTOR shall schedule all residential collections by zone on either a Monday/Thursday or a Tuesday/Friday cycle. No residential collection shall be made on Saturdays or Sundays unless CONTRACTOR is directed to do so by the City. Residential Services shall occur between 7:00 a.m. and 7:00 p.m. on the scheduled collection day(s). CONTRACTOR shall pick up Heavy Trash/Bulky Waste monthly based on four (4) zones each Wednesday.
2. Light Commercial Collections: CONTRACTOR shall discuss with each light commercial unit its collection days and frequency. No commercial collection will be made prior to 7:00 a.m. if such collection is in or adjacent to a residential neighborhood.
3. Commercial Collections: CONTRACTOR shall schedule commercial collection at least once a week for Solid Waste (excluding Heavy Trash) and Green Waste, all to be contained within a dumpster. Collection of Commercial Heavy Trash and Bulky Waste is based on a price negotiated between the Contractor and the Commercial Customer.

**Section 5.
Collection Days and Routing**

1. Collection shall occur in a routine manner following established routes.
2. CONTRACTOR shall submit route maps to the City thirty (30) days prior to implementation of service. Maps will detail each collection route for Residential Collections. CONTRACTOR shall create routes based on customer needs for Light Commercial and Commercial Collections. Should a routing schedule change be approved, CONTRACTOR shall notify Customers in the affected area of the change in schedule or routing and the anticipated effect on the collection time.
3. CONTRACTOR shall collect all items placed at the curb that are included in the Residential Waste Services on the first pass by of the Customer. CONTRACTOR may, in its sole discretion, reject any Excluded Waste provided by the Customer.

**Section 6.
Holiday Schedule**

1. CONTRACTOR may observe New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
2. CONTRACTOR shall provide each Customer affected by a holiday at least one collection day during the Holiday week. If a Holiday falls on a Wednesday, Contractor shall adjust schedule if necessary to makeup missed bulk waste pick-up on the following Saturday.

**Section 7.
Customer Service Office**

1. CONTRACTOR shall provide and staff an office facility to receive customer calls and to provide face to face service.
2. CONTRACTOR shall maintain a telephone line to receive customer complaints, request or comments from 8:00 AM until 5:00 PM, local time, Monday through Friday.
3. CONTRACTOR shall maintain an internet email address to receive complaints, request or comments from customers.

**Section 8.
Performance Standards**

CONTRACTOR and employees shall adhere to the following performance standards:

1. Garbage/refuse containers shall be replaced upright within two (2) feet of Customer's placement without obstructing traffic, driveways or damaging landscaping.
2. Dumpsters, Roll-offs and Compactors shall be replaced upright within eighteen inches (18") of the Customer's placement (request), without obstructing traffic or damaging landscape but allowing for accessible pick-up by CONTRACTOR.
3. CONTRACTOR shall not leave loose material, which during collection may fall in the streets or property of Customers and will collect any loose material that is generated during the collection operations.

4. CONTRACTOR shall maintain a consistent route schedule and comply with provisions related to hours of service.
5. Collection schedules shall be consistently performed as to morning or afternoon collection times.
6. Drivers are expressly forbidden to use their emergency brake to stop a moving vehicle, except in cases of emergencies.
7. CONTRACTOR will not use vehicles that leak oil, hydraulic fluid or other substances, or present an unhygienic or unsafe appearance.
8. CONTRACTOR shall propose and implement measures to prevent spillage with the mode of collection (automated/semi-automated) used by the CONTRACTOR and CONTRACTOR shall pick up any spillage caused by CONTRACTOR or its employees.

Section 9. Collections

It is hereby agreed, understood and contracted that CONTRACTOR shall perform the following acts:

1. Residential Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) placed in garbage and refuse containers from each Residential Unit not exceeding sixty-five (65) gallon in size at least twice a week. Upon request from a residential customer, additional carts shall be provided for an additional monthly fee. CONTRACTOR shall collect and dispose of Green Waste from each Residential Unit placed in bags of adequate strength, and that branches, brush and similar woody material are bundled and tied in lengths not exceeding four feet (4') or having diameters not exceeding eighteen inches (18"), or overall weight exceeding fifty pounds (50 lbs.) at least once a week, except for emergencies resulting from force majeure events or Acts of God or when notified by the City to not pick up due to delinquent payment. Residents are limited to six (6) items per service day. CONTRACTOR shall provide all containers for use by all residential units, which containers shall allow Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented.

CONTRACTOR shall collect and dispose of Bulky Waste/Heavy Trash (including Household Appliances) from each Residential Unit at least once a month. Household appliances shall mean furniture, washing machines, dryers, stove and the like (excluding refrigerators, freezers, televisions, and computers). Residents are limited to five (5) cubic yards of Bulky Waste/Heavy Trash generated from their residence monthly. Bulky Waste/Heavy Trash exceeding the five (5) cubic yard limit shall be charged an additional fee per cubic yard over the 5 cubic yard limit, which shall be determined and evidenced by the CONTRACTOR.

2. Light Commercial Units: CONTRACTOR shall collect and dispose of Solid Waste (excluding Heavy Trash) at least once a week. CONTRACTOR shall collect and dispose of Green Waste from each Light Commercial Unit at a frequency of no less than once a week. The total amount of Solid Waste (excluding Heavy Trash), or Green Waste from any Light Commercial Unit may not exceed four (4) ninety-six (96) gallon containers per week. CONTRACTOR shall provide all containers for

use by all light Commercial Units, which containers shall allow Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented.

3. Commercial Units: CONTRACTOR shall collect and dispose of Solid Waste and Green Waste from each Commercial Unit within the City. CONTRACTOR'S collection frequency shall occur according to directive of the Customer. CONTRACTOR shall provide all containers for use by all Commercial Units, which containers shall allow to be Solid Waste and Green Waste to be contained, tied or enclosed so that leaking, spilling or blowing can be prevented. Commercial Units upon or within which food is prepared, processed or served shall be provided collection services not less than twice weekly, except with the written permission from the CM or his designee. CONTRACTOR shall not place dumpsters on City right-of-way without the written permission from the CM or designee.
4. City Facilities: CONTRACTOR shall collect and dispose of Solid Waste and Green Waste and at all City Facilities as requested by the City. Solid Waste and Green Waste at each site shall be placed in bins or dumpsters provided by the CONTRACTOR. A list of City Facilities is attached and incorporated as Exhibit A. These services shall be at no cost to the City excluding Roll-off Services. CONTRACTOR shall provide up to fifteen (15) Roll-offs with a capacity of thirty (30) cubic yards to the City upon request during each calendar year at no cost to the City.
5. Special Collections and Services: Upon written request and/or reasonable verbal notice from City, CONTRACTOR shall collect and dispose of Solid Waste and perform similar services resulting from Special Events. Such events shall be civic oriented and will be held at various places and at various times of the year. Services for events may include carts, dumpsters and trash boxes. This service shall be of no cost to the City limited to up to three (3) events per year.
6. Community Bulky Waste Collection: CONTRACTOR shall provide a minimum of two (2) community bulky waste collection event per year on agreed upon Saturdays at a location specified and provided by the City whereby CONTRACTOR shall accept Household Bulky Waste from residents and employees of the City. CONTRACTOR shall organize and implement all details of the event, including complying with all applicable Federal, State and local laws in conducting the event and in the packaging, removing and disposing of all waste collected. CONTRACTOR agrees to remove and clean up any spill or other release of waste collected at the event and to restore the affected event site facilities to their original condition. The City agrees to assist with the event by providing street barriers for traffic control and by supplementing CONTRACTOR'S advertising with information posted on the City's website and social media accounts. All appliances that contain Freon must include a certification that all Freon has been removed by a certified technician.

Section 10. Customer Rates

Subject to adjustments described in Section 11, CONTRACTOR shall perform Scope of Services identified in this Agreement in accordance with the rate schedule, attached and incorporated as Exhibit B. Upon the second anniversary of the effective date of this contract, the rate schedule shall be updated annually based on the CPI Adjustment. and the Fuel Adjustment. An updated Exhibit B shall be incorporated into the Agreement at the start of each new year. For all Residential Customers and Light Commercial Customers, the City shall bill the Customers directly, collect all customer fees and compensate CONTRACTOR according to the rate schedule in Exhibit B. For all Commercial Customers, CONTRACTOR shall bill the Customer directly and collect all customer fees, sales tax amounts and franchise fees and remit the required amounts to the City within the required timeframe.

Section 11.
Annual Customer Rate Adjustment

1. CPI Adjustment: Following the second year of the agreement and each year thereafter, the City shall automatically adjust the base rate for all Customers. The rate of adjustment (hereinafter "CPI Adjustment") shall equal 75% of the Consumer Price Index-All Urban Consumers from the previous calendar year as published by the United States Department of Labor, Bureau of Statistics. The CPI Adjustment shall be calculated before any Fuel Adjustment calculation or other rate adjustment calculation.
2. Fuel Adjustment: Following the second year of the agreement and each year thereafter, the City shall also automatically adjust the base rate for all Customers based on changes in diesel fuel prices on January 1st of the current year and in accordance with the Fuel Schedule, attached and incorporated as Exhibit C. The rate of fuel adjustment (hereinafter "Fuel Adjustment") shall be as determined by reference to the Energy Information Administration of the US Department of Energy's ("EIA/DOE") Weekly Retail on Highway Diesel Prices for the Gulf Coast and Exhibit C. The City shall round the fuel adjustment rate to the nearest cent. The EIA/DOE currently publishes diesel fuel prices on their website.

Section 12.
Franchise Fees and Remuneration

1. For Residential and Light Commercial Units: The City shall bill Residential and Light Commercial Units directly. The City shall pay CONTRACTOR on a monthly basis; such remittance to be received by the CONTRACTOR by the 15th of the month following the month service was rendered. The parties agree that the remittance shall be based on the number of Residential and Light Commercial Units billed by the City for the month of service that was rendered. The City shall use the billing reports ending on the last day of the preceding month in order to determine the total number of Residential Units.
2. For Commercial Units: CONTRACTOR shall bill Commercial Unit Customers directly. CONTRACTOR shall remit to the City a monthly franchise fee of ten percent (10%) within twenty-five (25) days of previous service month. The franchise fee will be calculated based on the gross Commercial revenues (excluding sales tax and the franchise fee itself) generated in the City from all Commercial Units. The franchise fee is subject to adjustment by the City during the term of this Agreement. In addition, CONTRACTOR shall supply a report showing the gross revenues collected and used for calculating the franchise fee. Report shall also include a listing of dumpsters, roll off containers, and any other collections by size, frequency, company name, location address and any other pertinent information.

Section 13.
Safety

CONTRACTOR shall perform the work in accordance with applicable laws, codes, ordinances, and regulations of the State of Texas and the United States and in compliance with Occupational Safety and Health Administration (OSHA) and other laws, as they apply to its employees. CONTRACTOR shall be responsible for instructing its employees concerning safe working habits and shall be responsible for compliance with all OSHA regulations.

Section 14. Insurance

CONTRACTOR shall comply with every condition contained herein. CONTRACTOR shall provide and maintain the minimum insurance coverage set forth below during the term of this Agreement with the City. Policy must be with an insurance company or companies with an A -rated, best -rated or better, licensed to write such insurance in the State of Texas.

1. Commercial General Liability Insurance, at minimum combined single limits of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury and property damage, which coverage shall include products/completed operations, independent successful proposers, and contractual liability each at \$500,000 per occurrence. Coverage must be written on an occurrence form.
2. Automobile liability insurance shall be no less than \$1,000,000 combined single limit each accident for bodily injury and property damage, including owned, non-owned, and hired vehicle coverage.
3. Policies shall be endorsed to provide the City of Freeport a thirty-(30) day notice of cancellation, material change in coverage, or non-renewal of coverage. Applicable policies shall also be endorsed to name the City of Freeport as an additional insured on General Liability and Auto.
4. Waiver of Subrogation, in favor of the City, with respect to General Liability, Auto and Workers' Compensation (or equivalent).
5. Workers' Compensation Insurance (or equivalent) at statutory limits, including employer's liability coverage at minimum limits. In addition to these, the Proposer must meet each stipulation required by the Texas Workers Compensation Commission; (Note: if you have questions concerning these requirements you should contact the TWCC at (512) 440-3789).

Section 15. Ownership of Waste

Title to Solid Waste shall pass to CONTRACTOR when placed in CONTRACTOR'S collection vehicle, removed by CONTRACTOR from a Cart, Dumpster or Roll Off, or removed by CONTRACTOR from the customer's premises, whichever last occurs. CONTRACTOR shall not be required to collect or dispose of any materials or substances that may not lawfully be disposed of at a Type I or Type IV Landfill permitted by the Texas Commission on Environmental Quality. Title to and liability for Excluded Waste shall not pass to CONTRACTOR.

Section 16. Spillage

It is understood and agreed that CONTRACTOR shall not be required to clean up, collect or dispose of any loose or spilled Solid Waste not caused by CONTRACTOR rendering of the Services, or be required to collect and dispose of any excess Solid Waste or Green Waste placed outside of the Containers by any Customers. CONTRACTOR may report the location of such conditions to the City so that the City can issue proper notice to the Customer instructing the Customer or occupant to properly

contain such Solid Waste and/or Green Waste. Should excess Solid Waste and/or Green Waste continue to be placed outside the Containers, the City may require the Customer to increase the frequency of collection of such or require Customer to utilize a Container with sufficient capacity so that the excess Solid Waste and/or Green Waste will be regularly contained. CONTRACTOR shall be compensated for these additional services and shall be entitled to receive an extra collection charge for each additional Container requiring an extra collection.

**Section 17.
Litter and Odor Control**

It is understood and agreed that CONTRACTOR shall clean up any litter larger than three inches (3") within a ten-foot radius of Collection Area caused by the provision of services. Collection equipment shall be maintained as to prevent odors. CONTRACTOR shall routinely clean collection equipment to maintain a standard of cleanliness.

**Section 18.
Disposal Site**

CONTRACTOR shall dispose of all Solid Waste and Green Waste collected under this Agreement at a permitted Disposal Site. The Disposal Site shall be licensed and permitted as required by all governmental bodies having jurisdiction for disposing of solid waste.

**Section 19.
Personnel**

CONTRACTOR shall provide all personnel required to perform the scope of services during the term of this Agreement, including the following:

1. CONTRACTOR shall provide 24-hour representative that is authorized to make decisions and act on its behalf, accessible to the City twenty-four (24) hours a day.
2. CONTRACTOR will hire and maintain Qualified personnel to provide the scope of services, including an operation manager.
3. CONTRACTOR will hire personnel who normally or regularly come into direct contact with the public. CONTRACTOR shall ensure such personnel bear some means of individual identification, such as uniform with name badges, name tags, or identification cards.
4. CONTRACTOR shall ensure all appropriate personnel have a valid commercial driver's license.
5. CONTRACTOR shall retain any necessary temporary labor; and
6. CONTRACTOR shall require that all personnel shall serve the public in a courteous and helpful manner. The City may require that any personnel that is discourteous, belligerent, profane, or in any way intimidating toward Customers be barred from further work under this Agreement.

**Section 20.
Subcontractors**

1. CONTRACTOR shall not subcontract any task under the Agreement without the written consent of the City except for the Roll-off Services with will be provided by Waste Masters of Texas. CONTRACTOR shall submit a list of any additional potential subcontractors for advance approval of the City.
2. Subcontractors shall be considered employees of CONTRACTOR under the terms of this Agreement. CONTRACTOR shall properly supervise and instruct subcontractor to assure that the subcontractor complies with all requirements of this Agreement in performing any work hereunder.

**Section 21.
Recordkeeping and Reporting**

CONTRACTOR shall be responsible for maintaining and submitting electronic monthly and annual reports to the City. Monthly reports shall be submitted to the City no later than thirty (30) days following the end of the reporting period. All records shall be available to City at reasonable times and places throughout the Agreement and for a period of five (5) years after last or final payment. Reports will have information specified below and be in electronic format:

1. Document solid waste and bulky waste tonnage delivered to disposal facility.
2. Document commercial collection activity by container size and frequency of pick up.
3. Document complaints, requests and comments, on a daily basis, including the address, time and date for each and the reason, and resolution.
4. Such other documents and reports, as the City may reasonably require, to verify compliance with the Agreement or to meet the City's reporting requirements.
5. Other recordkeeping and reporting requirements as agreed upon by City and CONTRACTOR; and
6. Detailed commercial billings, collections and franchise fees assessed in Excel format.

**Section 22.
Complaints**

1. CONTRACTOR shall manage customer complaints, including incoming phone calls, and emails addressing concerns, and resolving issues.
2. All Customer complaints about services shall be made and routed directly to CONTRACTOR and shall be given prompt and courteous attention.
3. CONTRACTOR shall resolve all complaints within twenty-four (24) hours of receipt of such complaint and report monthly to City.
4. In the case of alleged missed collections, CONTRACTOR shall make every effort to collect the material on the same day; but it must be collected within one business day after the complaint is received.
4. Any complaint from a Customer that is not resolved to Customer's satisfaction may be managed by the City. CM shall contact CONTRACTOR to review the complaint. CONTRACTOR shall have five (5) business days from the date CM contacted them to review the complaint to

demonstrate that the complaint was resolved consistent with the performance standards outlined in this Agreement. If CONTRACTOR cannot demonstrate that it met the performance standards outlined in this Agreement within the five (5) business day period, then the complaint shall be considered by the City to be unresolved, and the City shall have the authority to assess liquidated damages on CONTRACTOR. CONTRACTOR may appeal any liquidated damages assessment to the City Manager in writing within five (5) business days of the date of the decision of the CM. The City Manager's decision shall be final.

Section 23 Termination

1. Termination by the City: The City may terminate the Agreement in the event of default by CONTRACTOR and failure by CONTRACTOR to cure such default after receiving notice thereof, as provided in this subsection. Default by the CONTRACTOR shall occur if CONTRACTOR fails to observe or perform all of its duties under this Agreement. Should such a default occur, the City may deliver a written notice to CONTRACTOR describing such default and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. The City, at its sole option, may extend the proposed date of termination to a later date. If, thirty (30) days prior to the proposed date of termination, CONTRACTOR cures such default to the satisfaction of the City, the proposed termination shall be ineffective. If CONTRACTOR fails to cure such default to the satisfaction of the City prior to the proposed date of termination, this Agreement is deemed terminated on such date.
 - a. The following, by way of example but not limitation, may be considered grounds for cancellation, in whole or part:
 - Failure of CONTRACTOR to perform or observe any of the obligations, agreement, and conditions required to be performed or observed.
 - Failure of the CONTRACTOR to commence work operations within the time specified in the Agreement.
 - Failure of the CONTRACTOR to provide and maintain sufficient labor and equipment to properly execute working operations.
 - Evidence that the CONTRACTOR has abandoned the work.
 - Evidence that the CONTRACTOR has become insolvent, bankrupt, or otherwise financially unable to carry out the work satisfactorily.
 - Failure on the part of the CONTRACTOR to comply with the terms of the Agreement or any requirements given by the City provided for in this document; or
 - Indication that the CONTRACTOR has made an unauthorized assignment of the Contract or any funds due there from for the benefit of any creditor or for any other purpose.
 - b. Upon the effective date of termination as contained in the notice, CONTRACTOR shall, unless the notice directs otherwise, immediately discontinue all service in connection with this Agreement.

- c. Within thirty (30) days after the date of termination, CONTRACTOR shall submit a statement to the City showing in detail the services performed under this Agreement to the date of termination. The City agrees to compensate CONTRACTOR for that portion of the prescribed charges for which the services were actually performed under this Agreement and not previously paid.
 - d. In addition to, or in lieu of, the termination procedure set forth above, the City may take any or all of the following actions in the event of a default by CONTRACTOR:
 - The City determines and notifies CONTRACTOR such default poses an immediate threat to the health or safety of any person or to any property interest, and if CONTRACTOR has not cured such default within twenty-four (24) hours after receipt of such notice, the City shall have the right to perform or cause to be performed all or part of the work necessary to cure such default. In the event that the City performs such work, or caused it to be performed, CONTRACTOR shall compensate the City for cost thereof. The City shall have the right to deduct any such compensation due to the City from any sums otherwise due and owing CONTRACTOR.
 - The City may withhold all or part of any sums which would otherwise be due to CONTRACTOR, but which relate to such default, either until such time as such default is cured or if such default cannot be cured, forever.
 - In the event that CONTRACTOR shall fail to perform any of the material provisions of this CONTRACT, the City shall promptly notify the CONTRACTOR of its noncompliance, stating with particularity the facts relating thereto and the period of time CONTRACTOR has to comply. Thereafter, if the event or condition is not corrected or otherwise made to comply with the terms of this Agreement within the period of time specified by this section 25 (1), the same shall constitute an act of noncompliance; or
 - The City may seek reasonable damages and/or attorneys' fees (if damages have been incurred) for breach of agreement and apply the cash bond proceeds to said claims.
2. Termination by CONTRACTOR: CONTRACTOR may terminate its performance under this Agreement only in the event of default by the City and a failure by the City to cure such default after receiving notice thereof. Default by the City shall occur if the City fails to observe any of its material duties under this Agreement. Should such a default occur, CONTRACTOR may deliver a written notice to the City describing such default, specifying the provisions of the Agreement under which CONTRACTOR considers the City to be in default, giving sufficient details of the alleged breach to enable the City to cure and the proposed date of termination. Such date may not be sooner than sixty (60) days following receipt of the notice. CONTRACTOR, at its sole option, may extend the proposed date of termination to a later date. If prior to the proposed date of termination, the City cures such default, then the proposed termination shall be ineffective. If the City fails to cure such default prior to the proposed date of termination, CONTRACTOR may terminate its performance under this Agreement as of such date.

**Section 24.
Sales Tax**

CONTRACTOR agrees to provide the City with adequate assurance that all sales taxes collected in Freeport by CONTRACTOR will be deposited with the State.

**Section 25.
Liquidated Damages, Licenses, Permits**

1. **Liquidated Damages:** In the event CONTRACTOR breaches its obligations under this agreement, the City and CONTRACTOR agree that the damages that the City will incur are and will be impractical and extremely difficult (if not impossible) to establish. In a reasonable effort to ascertain the City's damages, the City and CONTRACTOR have agreed that the damages listed in the schedule below are a reasonable forecast of just compensation for the damages the City will incur and are not penalties. CONTRACTOR shall have the right to appeal an assessment of liquidated damages to the City Manager. CONTRACTOR shall notify the City Manager of an appeal within ten (10) business days of receipt of the liquidated damage assessment.

Omission/Incident	Amount of Liquidated Damages
Commencement of collection prior to 7:00 a.m. except as expressly permitted herein	\$50 per incident (each truck on each route is one incident)
Failure to clean-up and collect Contractor caused spillage	\$50 each incident to a maximum of \$500 per truck per day for Cart or Container
Failure to complete a City residential block. An incomplete block is where more than five houses within the same block for either trash or bulk are not collected and not reported to the City with just cause.	\$50 per incident
Days incomplete. Days are incomplete if more than four blocks are not collected on the scheduled day and not reported to the City with just cause.	\$500 when not completed on the scheduled day; \$1500 when incomplete days are not recovered by the next calendar day
Failure to deliver or replace Garbage Carts for any reason with (5) business days of notification	\$10 per container per incident
Any collection misses, at the same address, within one year after Contractor's receipt of 2nd notice regarding no collection	\$50 per incident
Failure to submit complete and accurate monthly and annual reports by specified deadlines	\$100 each

2. **Licenses and Permits:** CONTRACTOR shall obtain and pay for all licenses, permits and certificates required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction over the conduct of CONTRACTOR'S operation herein.

Section 26.
Term of Agreement; Geographic Boundaries

1. The term of this Agreement shall be for a period of seven (7) years, commencing on February 1, 2022, and concluding on January 31, 2029.
2. At the expiration of the term of this Agreement, the City shall have the option to extend this Agreement for one (1) additional period of three (3) years provided that the City provides the CONTRACTOR with written notice of its intent to extend this Agreement at least 180 days prior to the expiration date of the Agreement, (January 31, 2029), by registered mail, return receipt requested, and CONTRACTOR has not provided prior written notice of its intent to terminate at least 180 days prior to expiration of the initial five year term of this Agreement (January 31, 2029).
3. If CONTRACTOR provides prior notice of termination for such purposes, or if the City fails to exercise its option to extend this Agreement for an additional three-year term, this Agreement will cease to be renewed and will terminate on January 31, 2029, unless terminated early as provided herein. The City reserves the option to renew this Agreement for up to three (3) additional three (3) year terms in accordance with the provisions of this Agreement.
4. CONTRACTOR shall have the sole and exclusive right, license, and privilege to provide the services provided for in this Agreement within the geographic boundaries of the City, as those boundaries exist on the date of this Agreement. If the City annexes additional land into its corporate limits during the term of this Agreement and the annexed land has or will require such services, CONTRACTOR shall, upon written request of the City, provide such services for the annexed land in accordance with the terms and conditions of this Agreement.
5. In no event shall any person be permitted to independently contract for the collection of any solid waste excluding waste from Industrial units and waste resulting from State or Federal declared disasters.

Section 27.
Impediments

CONTRACTOR shall only be responsible for providing Solid Waste service to Customers whose Carts, Dumpsters, or Compactors are accessible to CONTRACTOR. If there is an impediment to collection, such as house repair/construction, street repair/construction, vehicles parked in the street, utility repair/construction, CONTRACTOR shall notify the City of any such impediment including specific locations. CONTRACTOR shall be required to put forth a good-faith effort to collect all Solid Waste.

Section 28.
Silence of Specifications

The apparent silence of these specifications as to any detail or the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretation of these specifications shall be made on the basis of this statement.

Section 29.
Force Majeure

The performance of this Agreement may be suspended, and the obligations hereunder excused in the event and during the period that such performance is prevented by a cause or causes beyond reasonable control of such party. The performance of this Agreement will be suspended, and the obligations hereunder excused only until the condition preventing performance is remedied. Such conditions shall include, but not limited to, acts of God, acts of war, accident, explosion, fire, riots, sabotage, acts of terrorists, unusually severe weather, lack of adequate fuel, or judicial or governmental laws or regulations. In the event of a natural disaster or terrorist act, CONTRACTOR and the City shall negotiate the payment to be made to CONTRACTOR. Further, when the parties reach such agreement, the City shall grant CONTRACTOR variances in routes and schedules, as deemed necessary.

Section 30. Governing Law

This Agreement shall be governed in all respects, including as to validity, interpretation and effect, by the internal laws of the State of Texas, without giving effect to the conflict of laws thereof. The parties hereby irrevocably submit to the jurisdiction of the courts of the State of Texas and the Federal courts of the United States located in the State of Texas, solely in respect of the interpretation and enforcement of the provisions of this Agreement and venue for any legal action or proceeding arising under or relating to the Agreement herein shall lie exclusively in Brazoria County, Texas. CONTRACTOR agrees that the City has not, and does not, waive any immunities or exemptions, defenses, or sovereign immunity, to which the City, its officers and employees, are entitled by law.

Section 31. INDEMNITY AND RELEASE

CONTRACTOR ASSUMES ALL RISKS OF LOSS OR INJURY TO PROPERTY OR PERSONS CAUSED BY ITS WILLFUL OR NEGLIGENT ACTS OR OMISSIONS IN THE PERFORMANCE OF THE SERVICES. CONTRACTOR AGREES TO INDEMNIFY AND HOLD HARMLESS THE CITY AND ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS FROM AND AGAINST ANY AND ALL SUITS, ACTIONS, LEGAL PROCEEDINGS, CLAIMS, DEMANDS, DAMAGES, COSTS, LIABILITIES, LOSSES OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES) CAUSED BY A WILLFUL OR NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ITS OFFICERS AND EMPLOYEES. HOWEVER, CONTRACTOR SHALL NOT BE LIABLE FOR ANY LEGAL PROCEEDINGS CLAIMS, DEMANDS, DAMAGES, COSTS, EXPENSES AND ATTORNEYS' FEES CAUSED BY AN EXCLUSIVELY WILLFUL OR NEGLIGENT ACT OR OMISSION OF THE CITY, ITS AGENTS, DIRECTORS, EMPLOYEES, OFFICERS AND SERVANTS.

CONTRACTOR ASSUMES FULL RESPONSIBILITY FOR THE WORK TO BE PERFORMED HEREUNDER AND HEREBY RELEASES,

RELINQUISHES, AND DISCHARGES THE CITY, ITS OFFICERS, AGENTS, AND EMPLOYEES FROM ALL CLAIMS, DEMANDS, AND CAUSES OF ACTION OF EVERY KIND AND CHARACTER, INCLUDING THE COST OF DEFENSE THEREOF, FOR ANY INJURY TO OR DEATH OF ANY PERSON AND ANY LOSS OF OR DAMAGE TO ANY PROPERTY THAT IS CAUSED BY, ALLEGED TO BE CAUSED BY, ARISING OUT OF, OR IN CONNECTION WITH THE FIRM'S WORK TO BE PERFORMED HEREUNDER.

THIS RELEASE SHALL APPLY REGARDLESS OF WHETHER SAID CLAIMS, DEMANDS, AND CAUSES OF ACTION ARE COVERED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS, OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY INSURANCE AND REGARDLESS OF WHETHER SUCH INJURY, DEATH, LOSS OR DAMAGE WAS CAUSED IN WHOLE OR IN PART BY THE NEGLIGENCE OF THE CITY, ANY OTHER PARTY RELEASED HEREUNDER, THE FIRM, OR ANY THIRD PARTY.

**Section 32.
Severability**

In the event any term, covenant, or condition herein contained shall be held to be invalid by any court of competent jurisdiction, such invalidity shall not affect any other term, covenant, or condition herein contained, provided that such invalidity does not materially prejudice either CONTRACTOR or the City in their respective rights and obligations contained in the valid terms, covenants, or conditions herein.

**Section 33.
Entire Agreement**

This Agreement constitutes the entire agreement of the parties. There have been no representations made other than those contained in this Agreement.

**Section 34.
Third Parties**

Nothing contained in the Agreement shall be constructed to provide rights to third parties.

**Section 35.
Notices**

All notices and reports required to be given hereunder shall be deemed given to the parties when mailed, postage prepaid, to the parties following the respective addresses:



Christopher Duncan, City Attorney

Exhibit A

City Facilities

1. Bryan Beach – (2) 20 Yard Roll Off Containers
2. Public Works – 510 S Ave A - (2) 20 Yard Roll Off Containers
3. Public Works – 510 S Ave A – (2) 20 Yard Roll Off Containers - Recycling
4. Old Police Department – Ave A & Division – (1) Roll Off Container
5. FCH – 110 Skinner – 6 Yard Dumpster
6. FMP – 421 N Brazosport Blvd – 6 Yard Dumpster
7. Velasco House – 110 Skinner – 6 Yard Dumpster
8. Riverside Park – 1200 N Ave B – 6 Yard Dumpster
9. SFA Park – 1300 Ave M – 6 Yard Dumpster
10. Police Department – 430 N Brazosport Blvd – 6 Yard Dumpster
11. Fire Station 1 – 101 E 4th St – 6 Yard Dumpster
12. City Hall – 200 W 2nd St – 6 Yard Dumpster
13. Golf Course – 830 Slaughter Rd – 6 Yard Dumpster
14. Recreation Center – 803 Mystery Ln – 6 Yard Dumpster
15. Museum – 311 E Park Ave - Polycart

Exhibit B

2022-2023 Rate Schedule

(NO SALES TAX OR FRANCHISE FEES INCLUDED)

RESIDENTIAL SOLID WASTE COLLECTION RATES (1) 65 Gallon Cart provided per Residential Unit

\$17.50	Rate per Residential Unit
\$7.10	Per Additional Cart
\$30.00	Bulk waste in excess of 5 cy monthly limit

LIGHT COMMERCIAL SOLID WASTE COLLECTION RATE

Container Size	Weekly Collection Frequency			
	2	2nd Cart	3rd Cart	4th Cart
96-gallon cart	\$32.50	\$24.37	\$16.25	\$16.25

COMMERCIAL DUMPSTER FEES

Container Size	Weekly Collection Frequency						
	1	2	3	4	5	6	7
2 CY	\$61.42	\$100.66	\$139.90	\$179.14	 	 	
4 CY	\$83.86	\$127.87	\$171.91	\$219.10	 	 	
6 CY	\$103.73	\$165.48	\$216.27	\$282.54	\$349.07	\$405.60	
8 CY	\$112.25	\$195.40	266.07	\$348.75	\$421.42	\$494.09	

City of Freeport – Roll-off Fees (inclusive of delivery, haul, and disposal)

20 Yard	\$350.00
30 Yard	\$450.00
40 Yard	\$550.00

Exhibit B

2022-2023 Rate Schedule

(continued)

ROLL-OFF CONTAINER FEES

Roll-Off Size	Haul Rate (does not include disposal)
20 CY	\$365.00
30 CY	\$390.00
40 CY	\$440.00

COMPACTOR CONTAINER FEES

Size	Haul Rate (does not include disposal)
20 CY	\$435.00
30 CY	\$485.00
35 CY	\$535.00
40 CY	\$585.00
42 CY	\$635.00

MISCELLANEOUS FEES

Roll-off delivery – one-time charge	\$100.00	per delivery
Roll-off Rental Fee	\$100.00	per month
Roll-off Rental Fee	\$3.00	per day
Dry Run Fee	\$175.00	
Tire Disposal Fee	\$15.00	per tire
Disposal Rate Type I Landfill per ton	\$38.00	per ton
Disposal Rate Type IV Landfill per CY	\$17.50	per cubic yard

Exhibit C

Fuel Schedule

Fuel Fee Structure				
Adjustment Period				
Once/Quarter (1st day of Qtr)				
	Feb/May/Aug/Nov		com/CY	ind/haul
	every \$0.25 decrease thereafter additional			
	\$0.42	\$0.66	(\$0.10)	(\$2.00)
	\$0.67	\$0.91	(\$0.50)	(\$14.00)
	\$0.92	\$1.16	(\$0.40)	(\$12.00)
	\$1.12	\$1.41	(\$0.30)	(\$10.00)
	\$1.42	\$2.41	(\$0.20)	(\$8.00)
	\$1.42	\$2.41	(\$0.10)	(\$6.00)
base price (6-5-17 EIA)	\$2.42	\$3.41	\$0.00	\$0.00
	\$3.42	\$3.66	\$0.10	\$6.00
	\$3.67	\$3.91	\$0.20	\$8.00
	\$3.92	\$4.16	\$0.30	\$10.00
	\$4.17	\$4.41	\$0.40	\$12.00
	\$4.42	\$4.66	\$0.50	\$14.00
	every \$0.25 increase thereafter additional			
			\$0.10	\$2.00



CHANGE IS COMING!

Starting February 1st Freeport **Curbside Trash Service** will be provided by AmeriWaste Solutions, Inc.

In January AmeriWaste will be dropping 65 Gallon Trash containers for each resident, but please don't use those new containers until February 1st.

Your pick-up days will not change. Starting February 1st you can set the new containers at the curb along with up to 5 additional Bags/items that may not fit in your cans, and they will pick it up every week! If you need or want a second container please just call and ask.

Bulk waste is also changing...

The City has been divided into quadrants (see attached map). Each quadrant has a designated week for Bulk Waste pick-up. You can place up to 5 cubic yards of debris curbside each month during your designated week at no extra fee! PLEASE DO NOT SET BULK WASTE OUT TO BE PICKED UP WHEN ITS NOT YOUR WEEK. *This is being done in an effort to keep bulk waste from standing at your curb week after week.* Bulky waste can include “bundled” branches, bagged leaves, furniture, appliances, etc. The branches and bagged leaves (green waste) must be set separate from the other bulky waste.

A list of items that will not be accepted as bulk waste is included.

If you have questions please call 979-233-3526



Bulk Waste Schedule

Ward A – 1st Wednesday of the Month

Ward B – 2nd Wednesday of the Month

Ward C – 3rd Wednesday of the Month

Ward D – 4th Wednesday of the Month

Items not Included in Bulk Waste Pickup

Air Conditioner Units	Appliances Containing Freon exp: Refrigerators	Batteries
Bulk Liquids	CD Players	Circuit Boards
Computers	Copiers	CPU's
CRT's	DVD's	Electronics
Explosives	Fax Machine	Fluorescent Bulbs or Ballast Containing PCB's
Game Systems	Hazardous Material	Household Cleaning Products
Medical Equipment	Memory Chips	Monitors
Motors	Oil	Oil Filters
Paint Cans with Liquid	Pressurized Containers	Processors
Radar Scanners	Radio Active Material	Security Systems
TV's	Untreated Medical Waste	VCR's
Waste Required by the State to be Recycled	Microwaves	Pool Chemicals



Beginning February 1st Curbside Trash Service will be provided by AmeriWaste Solutions, Inc.

Bulk waste will be picked up once a month according to the Ward you live in.

Your Scheduled week for pick up:

the THIRD WEEK OF THE MONTH

Bulk waste will need to be set out by the road **BY TUESDAY AT 6 pm BEFORE the Third Wednesday of the Month.**

Set out up to 5 cubic yards of Bulk waste for pick up at no added cost.

Items not Included in Bulk Waste Pickup:

- | | | |
|-----------------------|----------------------|------------------------|
| Air Conditioner Units | Explosives | Bulk Liquids |
| Appliances with Freon | Untreated Med. Waste | Pressurized Containers |
| Batteries | Fluorescent Bulbs | Radar Scanners |
| Paint Cans w/ Liquid | Waste Req. Recycling | Radio Active Material |
| CD Players | Hazardous Material | Security Systems |
| Circuit Boards | Household Cleaners | TV's or processors |
| Computers | Medical Equipment | Fax Machine |
| Copiers | Memory Chips | VCR's |
| CRT's | Monitors | Game Systems |
| DVD's | Motors | Microwaves |
| Electronics | Oil Filters | Pool Chemicals |

If you have any questions, please call the City at (979) 871-0190



Beginning February 1st Curbside Trash Service will be provided by AmeriWaste Solutions, Inc.

Bulk waste will be picked up once a month according to the Ward you live in.

Your Scheduled week for pick up:

the FIRST WEEK OF THE MONTH

Bulk waste will need to be set out by the road **BY TUESDAY AT 6pm BEFORE the First Wednesday of the Month.**

Set out up to 5 cubic yards of Bulk waste for pick up at no added cost.

Items not Included in Bulk Waste Pickup:

- | | | |
|-----------------------|----------------------|------------------------|
| Air Conditioner Units | Explosives | Bulk Liquids |
| Appliances with Freon | Untreated Med. Waste | Pressurized Containers |
| Batteries | Fluorescent Bulbs | Radar Scanners |
| Paint Cans w/ Liquid | Waste Req. Recycling | Radio Active Material |
| CD Players | Hazardous Material | Security Systems |
| Circuit Boards | Household Cleaners | TV's or processors |
| Computers | Medical Equipment | Fax Machine |
| Copiers | Memory Chips | VCR's |
| CRT's | Monitors | Game Systems |
| DVD's | Motors | Microwaves |
| Electronics | Oil Filters | Pool Chemicals |

If you have any questions, please call the City at (979) 871-0190



Brooks Bass
Mayor

Tim Kelty
City Manager

Bulk Waste Pickup

Construction Debris is not Included in Bulk Waste Pickup

To Obtain a Roll-off Constructor Container Contact Waste Masters of Texas 832-925-4285. This is the only vendor that can be used within the City Limits for Roll-Off Construction Containers.

Other Items not Included in Bulk Waste Pickup

- | | | |
|--|--|---|
| Air Conditioner Units | Appliances Containing Freon exp: Refrigerators | Batteries |
| Bulk Liquids | CD Players | Circuit Boards |
| Computers | Copiers | CPU's |
| CRT's | DVD's | Electronics |
| Explosives | Fax Machine | Fluorescent Bulbs or Ballast Containing PCB's |
| Game Systems | Hazardous Material | Household Cleaning Products |
| Medical Equipment | Memory Chips | Monitors |
| Motors | Oil | Oil Filters |
| Paint Cans with Liquid | Pressurized Containers | Processors |
| Radar Scanners | Radio Active Material | Security Systems |
| TV's | Untreated Medical Waste | VCR's |
| Waste Required by the State to be Recycled | Microwaves | Pool Chemicals |



Residuos A Granel

Los Escombros De Construcción No Están Incluidos En La Recolección De Desechos A Granel

Para obtener un Contenedor De Roll-Off, comuníquese con Waste Masters of Texas 832-925-4285. Este es el único proveedor que se puede utilizar dentro de los Límites De La Ciudad para los Contenedores De Roll-Off.

Elementos No Incluidos En La Recogida De Residuos A Granel

Unidades De Aire Acondicionado	Electrodomésticos Que Contienen Freón Exp: Refrigeradores	Baterías
Líquidos A Granel	Reproductores De Cd	Placas De Circuitos
Computadoras	Copiadoras	CPU's
CRT's	DVD's	Electrónicos
Explosivos	Aparato De Fax	Bombillas Fluorescentes Que Contengan PCB
Sistemas De Juego	Productos De Limpieza	Materiales Peligrosos
Monitores	Chips De Memoria	Equipos Medicos
Motores	Aceite	Filtros De Aceite
Latas De Pintura	Envases De Líquidos Presurizados	Procesadores
Escáneres De Radar	Sistemas De Seguridad	Material Radioactivo
TV	Desechos Médicos Sin Tratar	VCR
Desechos Requeridos Por El Estado Para Ser Reciclados	Microondas	Productos Quimicos Para Piscinas



BULK WASTE PICK-UP

- BULK WASTE SERVICE IS **ONCE** A MONTH.
- **DO NOT** PLACE BULK WASTE EARLIER THAN THE WEEKEND BEFORE YOUR SCHEDULED PICK-UP.
 - **DO NOT** PUT OUT MORE THAN **FIVE** CUBIC YARDS.
- THERE WILL BE A **\$30 CHARGE** PER CUBIC YARD WHEN YOU EXCEED **5 CUBIC YARDS**.
- BRUSH **MUST** BE TIED IN BUNDLES NO MORE THAN 50 POUNDS, 18 INCHES IN DIAMETER AND 4-FOOT LENGTH.
- CONSTRUCTION AND REMODELING DEBRIS WILL **NOT** BE PICKED UP.
- SMALL BULK WASTE ITEMS MAY BE PLACED ADJACENT TO WEEKLY PICK-UP (Bags, Boxes and Small Furniture Items).
 - **NO** HAZARDOUS WASTE (Paint, Tires, TVs, Computers, etc.).
- BULK WASTE SHOULD BE PLACED **NEATLY** AT THE CURB OF YOUR PROPERTY (not blocked by cars on the street).

Items that do not fit in your trash containers are considered Bulk Items.

Common bulk items include:

- Couches/Chairs
- Mattresses
- Appliances
- Tables
- Rugs



- WARD A-**
1st Wednesday of the Month
- WARD B-**
2nd Wednesday of the Month
- WARD C-**
3rd Wednesday of the Month
- WARD D-**
4th Wednesday of the Month

HELP KEEP FREEPORT BEAUTIFUL!
For more information, please call 979-871-0190



SERVICIO DE BASURA PARA ARTICULOS VOLUMINOSOS

- EL SERVICIO DE BASURA PARA ARTICULOS VOLUMINOSOS ES **UNA VEZ AL MES**.
- **NO COLOQUE** ARTICULOS VOLUMINOSOS ANTES DEL FIN DE SEMANA ANTERIOR A SU SERVICIO DE BASURA REGULAR.
 - **NO COLOQUE MÁS DE CINCO YARDAS CÚBICAS**.
 - HABRÁ UN **CARGO DE \$30** POR YARDA CÚBICA CUANDO SUPERE LAS **5 YARDAS CÚBICAS**.
- LA MALEZA **DEBE** ESTAR ATADA EN PAQUETES DE NO MÁS DE 50 LIBRAS, 18 PULGADAS DE DIÁMETRO Y 4 PIES DE LARGO.
- LOS ESCOMBROS DE CONSTRUCCIÓN Y REMODELACIÓN **NO** SERÁN RECOGIDOS.
- ARTÍCULOS DE DESECHO PEQUEÑOS PUEDEN COLOCARSE JUNTO A LA BASURA REGULAR (Bolsas, Cajas y Muebles Pequeños).
 - RESIDUOS PELIGROSOS **NO** SERÁN RECOGIDOS (Pintura, Neumáticos, Televisores Computadoras, etc.).
- LOS ARTICULOS VOLUMINOSOS DEBEN COLORCARSE **ORDENADAMENTE** EN LA ACERA DE SU PROPIEDAD (no bloqueado por los coches en la calle).

Los artículos que no caben en sus contenedores de basura se consideran artículos voluminosos.

Artículos voluminosos incluyen:

- Sofás/ Sillas
- Colchones
- Electrodomesticos
- Mesas
- Alfombras



- COLONIA A-**
1er Miércoles del Mes
- COLONIA B-**
2do Miércoles del Mes
- COLONIA C-**
3er Miércoles del Mes
- COLONIA D-**
4to Miércoles del Mes

¡AYUDA A MANTENER FREEPORT HERMOSO!
Para más información, llame al 979-871-0190



Brush must be cut, tied and in bundles less than 4ft in length, 18in in diameter, less than 50 pounds, and no more than 5 cubic yards. Your brush is not in compliance with the requirements. The Charge to remove your brush will be \$_____.

If you have not bundled or removed your brush by _____, it will be picked up and you will be charged this amount to your water bill.

Please call City Hall 979-233-3526 if you have any questions.

Your Bulk Waste is _____ Cubic Yards more than the 5 Cubic Yards allowed. You will be charged \$_____ for its removal. If you have not made arrangements to remove the waste by _____, it will be picked up and you will be charged this amount to your water bill.

Construction and remodeling debris WILL NOT be picked up. No hazardous waste (tires, paint, electronics, computers, etc.) will be picked up. Please make your own arrangements to have these items removed.



Brush must be cut, tied and in bundles less than 4ft in length, 18in in diameter, less than 50 pounds, and no more than 5 cubic yards. Your brush is not in compliance with the requirements. The Charge to remove your brush will be \$_____.

If you have not bundled or removed your brush by _____, it will be picked up and you will be charged this amount to your water bill.

Please call City Hall 979-233-3526 if you have any questions.

Your Bulk Waste is _____ Cubic Yards more than the 5 Cubic Yards allowed. You will be charged \$_____ for its removal. If you have not made arrangements to remove the waste by _____, it will be picked up and you will be charged this amount to your water bill.

Construction and remodeling debris WILL NOT be picked up. No hazardous waste (tires, paint, electronics, computers, etc.) will be picked up. Please make your own arrangements to have these items removed.





Las ramas deben estar cortadas, atada y en paquetes de menos de 4 pies de largo, 18 pulgadas de diámetro, menos de 50 libras y no más de 5 yardas cúbicas. Sus ramas no cumplen con los requisitos. El cargo por retirar su cepillo será \$_____.

Si no ha empaquetado o quitado el cepillo antes de _____, lo recogerán y se le cobrará este monto a su factura de agua.

Llame la Municipalidad a 979-233-3526 si tiene alguna pregunta.

Sus residuos a granel son _____ yardas cúbicas más que las 5 yardas cúbicas permitidas. Se le cobrará \$_____ por su eliminación. Si no ha hecho arreglos para retirar los residuos antes del _____, se lo recogerán y se le cobrará esta cantidad.

Los escombros de construcción y remodelación NO serán recogidos. No se recogerán residuos peligrosos (llantas, pintura, electrónicos, computadoras, etc.). Por favor haga sus propios arreglos para que estos artículos sean removidos.



Las ramas deben estar cortadas, atada y en paquetes de menos de 4 pies de largo, 18 pulgadas de diámetro, menos de 50 libras y no más de 5 yardas cúbicas. Sus ramas no cumplen con los requisitos. El cargo por retirar su cepillo será \$_____.

Si no ha empaquetado o quitado el cepillo antes de _____, lo recogerán y se le cobrará este monto a su factura de agua.

Llame la Municipalidad a 979-233-3526 si tiene alguna pregunta.

Sus residuos a granel son _____ yardas cúbicas más que las 5 yardas cúbicas permitidas. Se le cobrará \$_____ por su eliminación. Si no ha hecho arreglos para retirar los residuos antes del _____, se lo recogerán y se le cobrará esta cantidad.

Los escombros de construcción y remodelación NO serán recogidos. No se recogerán residuos peligrosos (llantas, pintura, electrónicos, computadoras, etc.). Por favor haga sus propios arreglos para que estos artículos sean removidos.





City Council Agenda Item # 6

Title: Conduct a public hearing and discussion on auto repair and service ordinance.

Date: April 18, 2022

From: Kacey Roman, Building Official and Tim Kelty, City Manager

Staff Recommendation:

Staff recommends City Council Conduct a public hearing on this issue to receive comments and input from the public.

Item Summary:

This public hearing is intended to provide the public and affected business owners the opportunity to give comment and feedback in regard to a proposed ordinance establishing guidelines regarding the storage, parking and repair of vehicles at automotive repair, wrecker service, and salvage yard businesses in the city of Freeport, outside of vehicle repair bays and/or screened vehicle repair yards, in public view. A copy of the ordinance has been attached.

Background Information:

Ordinance 2021-2641, was adopted by Council on October 4th, 2021 and rescinded on December 20, 2021. Ordinance 2021-2641 had put in place regulations similar to what are being proposed. It was rescinded following outcry by affected business owners, and because Council wanted to get additional feedback on the issue before reconsidering the regulations.

The original ordinance was sent out to all affected businesses in late February, and they were invited to submit written recommendations regarding the ordinance, and were invited to a workshop with the City Manager, Building Official and Councilmen Muraira and Cain.

That meeting was held on March 15, 2022 with 4-5 business members in attendance. As a result of that meeting, several changes were made to the previously approved ordinance that were thought to be helpful.

Special Consideration:

The Changes to the ordinance include

- Change to the definition of Repair Bay
- Allowance to make minor repairs outside
- Prohibition of making vehicle repairs in the public ROW

- Excluding daily use vehicles of employees in the number allowed to be stored in public view
- Scheduling fines to start at a lower level, before escalating

Financial Impact: N/A

Supporting Documentation:
Ordinance

ORDINANCE NO. 2022-2664

AN ORDINANCE ADOPTING A NEW CHAPTER 125 “AUTOMOTIVE REPAIR” CONTAINED IN TITLE 11 “BUSINESS REGULATIONS” OF THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS; CONTAINING DEFINITIONS; REGULATING THE STORAGE, DISPLAY AND WORK ON MOTOR VEHICLES, LIMITING THE NUMBER OF VEHICLES IN PUBLIC VIEW, ESTABLISHING GUIDELINES FOR THE STORAGE AND PARKING OF JUNK, WRECKED, AND MOTOR VEHICLES AWAITING REPAIRS; PROVIDING FOR FINDINGS OF FACT; ENACTMENT, REPEALER, SEVERABILITY, EFFECTIVE DATE, AND PROPER NOTICE AND MEETING.

WHEREAS, the City of Freeport, Texas, is a Home Rule City incorporated in and operating under the laws of the State of Texas; and

WHEREAS, the City Council seeks to protect the public health, safety, and welfare through a comprehensive regulatory program that includes standards for parking and storage of junk, wrecked, and vehicles awaiting repairs; and

WHEREAS, the City Council now adopts the appropriate administrative and regulatory amendments, rules and procedures.

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

SECTION 1: FINDINGS OF FACT: The foregoing recitals are incorporated into this ordinance by reference as findings of fact as if expressly set forth herein.

SECTION 2: PURPOSE: This ordinance establishes requirements for the parking and storage of junk, wrecked, and vehicles awaiting repairs. The purpose of the program is to ensure the public safety, convenience, and protection of the City and the citizens of the City.

SECTION 3: ENACTMENT: A new Chapter 125–“Automotive Repair” of the Code of Ordinances is created and shall read as follows:

Sec. 125-01. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Privacy fence or wall – means a fence or wall constructed in a manner that obstructs the view or persons from the public right of way or neighboring property, to prevent a visual nuisance and to the degree that the contents inside the wall cannot be determined by view. Examples are: wood picket privacy fences, chain link fences with solid, unbroken, and unfaded inserts, brick or masonry fence, solid metal fences.

Motor vehicle for the purposes of this Chapter means any motor operated transportation including but not limited to autos, trucks, tractor-trailers, motor homes, motorcycles, buses, atvs, and watercraft.

Motor vehicle repair business means any business that provides engine, electrical, mechanical, or paint and body repair or replacement work to motor vehicles, as part of their business.

Motor vehicle repair bay means each area contained inside a permanent structure large enough to work on a single motor vehicle. Said repair bay must be unobstructed and available to park and work on or repair a motor vehicle.

Motor vehicle repair yard means any tract or parcel of land whereon three or more motor vehicles, including but not limited to autos, trucks, tractor-trailers, motor homes, motorcycles, buses, atvs, and watercraft, are kept in compliance with the applicable requirements of all other ordinances of the city for the purpose of repairing such automotive vehicles and such automotive storage yard is surrounded by a privacy fence or wall.

Motor vehicle salvage yard means any tract or parcel of land on which three or more discarded, abandoned, junked, wrecked or worn-out motor vehicles, including but not limited to autos, trucks, tractor-trailers, motor homes, motorcycles, buses, atvs, and watercraft, are kept or stored in compliance with the applicable requirements of all other ordinances of the city, for the primary purpose of disassembling, dismantling, cutting up, stripping or otherwise wrecking such motor vehicles to extract from such vehicles parts, components or accessories for sale of or use in a *motor vehicle* repair or rebuilding business, and such automotive storage yard is surrounded by a privacy fence or wall.

Sec. 125-02. - Draining and removal of oil, gasoline and other flammable liquids.

All oil, gasoline and other flammable liquids shall be completely drained and removed from any junked, wrecked or abandoned automotive vehicle before it is placed in any automotive salvage yard within the corporate limits of the city.

Sec. 125-03. – Prohibited Storage or Display of Junk or Wrecked Motor Vehicles.

It shall be unlawful for the owner or operator of any automotive repair business, wrecker business, salvage yard business, or vehicle storage business located within the corporate limits of the city to store or display, any junk vehicle or wrecked motor vehicle or their parts, accessories or junk outside of or above the required fence or wall of a motor vehicle salvage yard or a motor vehicle storage yard as defined here or in section 121.03 of this code; and it shall be unlawful for the agents or employees of any such owner or operation to so store or display such vehicle or for such owner or operator to permit such agents or employees to so store or display such vehicle.

Sec. 125-04 – Prohibited Repair, Assembly or Disassembly of Motor Vehicle

It shall be unlawful for the owner or operator of any automotive repair business, wrecker business, salvage yard business, or vehicle storage business located within the corporate limits of the city to repair, assemble or disassemble any motor vehicle on their premises, unless such action is taken in a Motor Vehicle Repair Bay or inside the walls of the motor vehicle storage yard as defined in this section or section 121.03 of this ordinance It is an affirmative defense to this section that such repair, assembly, or disassembly of the motor vehicle is a minor repair that is initiated and completed within one business day.

Sec. 125-06

It shall be unlawful for the owner or operator of any automotive repair business, wrecker business, salvage yard business, or vehicle storage business located within the corporate limits of the city to repair, assemble or disassemble any motor vehicle on a public road or in the public right of way

Sec. 125-07. – Limited number of vehicles in public view.

It shall be unlawful for the owner or operator of any motor vehicle repair business, wrecker business, salvage yard business, or vehicle storage business located within the corporate limits of the city to park or store outside of a motor vehicle storage yard more than three (3) motor vehicles per repair bay on the premises. Said vehicle limit does not include one (1) vehicle per employee on site, owned by said employee and used for daily personal use, parked onsite only while conducting labor onsite. All vehicles must be parked in an orderly manner.

Sec. 125-08. – Penalty

- (a) Any person, business or entity who shall violate any of the provisions of this chapter shall be guilty of a misdemeanor and upon conviction thereof be punished by a fine not to exceed \$100.00 on the first offense, a fine not to exceed \$250.00 on a second offense and a fine not to exceed \$500.00 on a third or more offense
- (b) Each and every occurrence or day of violation of this ordinance shall constitute a separate offense;
- (c) A violation of this chapter is a nuisance. The prosecution of an offense under this chapter does not limit the City's right to abate the nuisance, including the use of injunctive relief.

SECTION 4: REPEALER: In the case of any conflict between the other provisions of this ordinance and any existing ordinance of the City, the provisions of this ordinance will control.

SECTION 5: SEVERABILITY: If any provision of this ordinance or the application thereof to any person or circumstances is held invalid, that invalidity or the unenforceability will not affect any other provisions or applications of this ordinance that can be given effect without the invalid provision.

SECTION 6: ENFORCEMENT: The City shall have the power to administer and enforce the provisions of this ordinance as may be required by governing law. Any person violating any provision of this ordinance is subject to suit for injunctive relief as well as prosecution for criminal violations, and such violation is hereby declared to be a nuisance.

Nothing in this ordinance shall be construed as a waiver of the City's right to bring a civil action to enforce the provisions of this ordinance and to seek remedies as allowed by law and/or equity.

SECTION 7: EFFECTIVE DATE: This ordinance shall be effective upon publishing the heading in the Brazosport Facts twice.

SECTION 8: PROPER NOTICE & MEETING: It is hereby officially found and determined that the meeting at which this ordinance was passed was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

READ, PASSED AND ADOPTED this _____ **th day of September, 2021**

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney



City Council Agenda Item # 7

Title: An Ordinance No. 2022-2663 of The City of Freeport, Texas, Containing A Preamble; Amending Sections 52.13 and 52.14 Of the Code of Ordinances of Said City to Consolidate the Fees int the Master Fee Schedule Containing Savings Clauses; Containing a Severance Clause; and Providing That This Ordinance Shall Take Effect and Be in Force from and After Its Passage and Adoption.

Date: April 18, 2022

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approval of the ordinance.

Item Summary:

The changes to the ordinance will allow for the tap fees and cut-on and cut-of fees to be consolidated into the Mater Fee Schedule.

Background Information:

The City has been working to consolidate the fees charged by the City into one master list.

Special Considerations:

N/A

Financial Impact:

This will allow the City to re-coop costs to offset repair and maintenance costs.

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Ordinance

ORDINANCE NO. 2022-2663

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTIONS 52.13 AND 52.14 OF THE CODE OF ORDINANCES OF SAID CITY TO INCLUDE THE FEES IN THE MASTER FEE SCHEDULE CONTAINING SAVINGS CLAUSES; CONTAINING A SEVERANCE CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

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

WHEREAS, Chapter 51 and 402 of the Local Government Code of Texas and Sections 2.01, 2.02, 3.07(n) and (u) of the Home Rule Charter of the City of Freeport authorize the City Council thereof to adopt the provisions of this Ordinance; and,

WHEREAS, the City Council of the City of Freeport has determined to here now declare that the adoption of this ordinance is necessary to the health, safety and general welfare of the inhabitants of said City and persons owning land therein.

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

First, Section 52-13 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

(A) The charges for each and every water and sewer tap connection made to the city's water mains or sewer lines shall be included in the master fee schedule.

(B) The charges for tap connections shall cover the cost of making the tap to the main or line, the necessary connection, and the installation of the meter and box, and the necessary inspection.

Section 52-14 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

(A) In addition to the application for water service and the required utility deposit, the applicant for water service shall pay to the city a cut-off fee, which is included in the master fee schedule. Provided, however, if water service to such applicant was previously cut-off because of the nonpayment by such applicant of utility bills for utility services furnished by the city applicant, a cut-off fee, which is included in the master fee schedule shall be paid by such applicant.

(B) When any water service furnished by the city to any consumer is disconnected or terminated, such consumer shall pay the city, in addition to all other rates, charges, fees and penalties which such consumer may owe the city, a cut-off fee, which is included in the master fee schedule. Provided, however, if water service to such consumer was previously cut-off because of nonpayment by such consumer of utility bills for utility services previously furnished by the city to such consumer, a cut-off fee, which is contained in the master fee schedule, shall be paid by such consumer.

Second, this ordinance is cumulative of and in addition to all other ordinances of the City of Freeport, Texas, on the same subject and all ordinances are hereby expressly saved from repeal.

Third, where this ordinance and another ordinance conflict or overlap, this ordinance shall prevail.

Fourth, nothing contained in this ordinance shall cause any rights heretofore vested to be altered, affected or impaired in any way and all such rights may be hereafter enforced as if this ordinance had not been adopted.

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 2022.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

Christopher Duncan, City Attorney,
City of Freeport, Texas



City Council Agenda Item # 8

Title: Consideration and possible action on a Resolution No. 2022-2745 Amending the City of Freeport Master Fee Schedule adding the rates for water and sewer taps and water service cut-on and cut-off fees.

Date: April 18, 2022

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approval of the Resolution.

Item Summary:

These rates have been included in the ordinances. It is the goal of staff to have all the fees included in the Mater Fee Schedule. An ordinance change is also being presented to Council to reflect moving the fees to the Master Fee Schedule.

The only fee being adjusted from the current fee set by ordinance is the sewer tap fee. Currently, the sewer tap fee is \$20.00. The current cost to do a standard four-inch sewer tap is \$1,000.00. The Master Fee Schedule will also state that the cost of a sewer tap larger than four inches will be based on actual costs, size and location of the tap.

Background Information:

The goal is to have a comprehensive list of the City's fees. This resolution in conjunction with the proposed ordinance change will move the water and sewer tap and water service cut-on and cut-off fees to the Master Fee Schedule.

The sewer tap fee has not been adjusted in many years. Current ordinance allows the City to charge \$20.00 for a sewer tap no matter the size. The cost to complete a standard four-inch sewer tap is \$1,000.

Special Considerations: N/A

Financial Impact: There will be an increase in sewer tap revenue.

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Resolution

Master Fee Schedule

RESOLUTION NO. 2022-2745

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AMENDING THE MASTER FEE SCHEDULE FOR ASSESSING RATES AND FEES AND CHARGES FOR SERVICES PROVIDED BY CITY DEPARTMENTS, USE OF CITY PROPERTY, AND PURCHASE CERTAIN GOODS PROVIDED BY THE CITY; SPECIFICALLY SETTING FEES FOR WATER AND SEWER TAPS AND WATER SERVICE CUT-ON AND CUT-OFF FEES; AUTHORIZING THE CITY CLERK TO MAINTAIN THE MASTER FEE SCHEDULE AND RECOMMEND ADJUSTMENTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE; AND PROVIDING FOR A FINDING OF PROPER MEETING AND NOTICE.

WHEREAS, the City Council of the City of Freeport, Texas (“City”) seeks to provide for reasonable fees and charges for services provided by City departments use of City property, and purchase of certain goods provided by the City in order to recoup the cost of conducting municipal business on the public’s behalf without unduly relying on taxes; and

WHEREAS, the City Council finds that the Code of Ordinances of the City of Freeport, Texas (“Code”) contains rates and fees throughout the Code and desires to consolidate all City rates and fees to provide a single and convenient location for a list of all rates and fees charged by the City through a Master Rate Schedule; and

WHEREAS, by Ordinance the City Council of the City authorized the establishment and maintenance of a Master Fee Schedule; and

WHEREAS, the City Council has determined that the public welfare would be best served by maintaining and amending water and sewer tap and water service cut-on and cut-of fees in the Master Fee Schedule;

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

SECTION 1. FEES. Pursuant to the provisions of its Code of Ordinances, the City Council of the City hereby amends the Master Fee Schedule with the rates and fees hereto as Exhibit “A”.

SECTION 2. EFFECTIVE DATE. This resolution and the rules, regulations, provisions, requirements, orders, and matters established and adopted hereby shall take effect and be in full force and effect on the date of passage and upon execution by the mayor and city secretary as set forth below.

SECTION 3. 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 _____, 2022.

ATTEST:

APPROVED:

Betty Wells, City Secretary
City of Freeport, Texas

Brooks Bass, Mayor
City of Freeport, Texas

APPROVED AS TO FORM ONLY

Christopher Duncan, City Attorney
City of Freeport, Texas

* Exhibit A *

REPORT SEWER AND WATER DEPARTMENT 2022

Sewer Service	
DESCRIPTION	Fee
Single-Family Residences & Multi-Family Residences	
0 to 2,000 gal.	\$13.71 Base Fee
3,000 to 12,000 gal.	\$4.73 per 1,000 gal.
Industrial Facilities, Offices & Other Commercial Establishments	
1" Meter 0 to 2,000 gal.	\$18.32 Base Fee
1-1/2" Meter 0 to 2,000 gal	\$23.55 Base Fee
2" Meter 0 to 2,000 gal	\$37.95 Base Fee
3" Meter 0 to 2,000 gal	\$143.89 Base Fee
4" Meter 0 to 2,000 gal	\$183.12 Base Fee
6" Meter 0 to 2,000 gal	\$274.70 Base Fee
8" Meter 0 to 2,000 gal	\$379.33 Base Fee
10" Meter 0 to 2,000 gal	\$484.62 Base Fee
3,000 to 12,000 gal.	\$9.87 per 1,000 gal.
13,000 gal. and up	\$14.21 per 1,000 gal.
Water Service	
Deposits for water	
Residential Owner	\$100.00
Residential Renter	\$100.00
Senior Citizen	\$50.00
Commercial Accounts	\$100.00 or based on average bill
Apartments	
Connection Fee/Cut-on	\$50.00 per unit
Disconnect Fee/Cut-off	\$25.00
Transfer Fee	\$25.00
10 Day Clean (Up to 2,000 Gallons)	\$21.00
Return Check Fee	\$25.00
Meter Read For Pool Filing Credit	\$25.00

8" Meter 0 to 2,000 gal	\$625.87	Base Fee
10" Meter 0 to 2,000 gal	\$798.96	Base Fee
3,000 gallons to 12,000 gallons	\$10.42	per 1,000 gal.
13,000 gallons and up gallons	\$13.75	per 1,000 gal.
Tap Charges		
Water		
Five-eighths-inch x three-fourths-inch water tap	\$550.00	
All other size taps will be charged based on actual cost, size and location		
Sewer		
Standard four inch tap	\$1,000.00	
All other size taps will be charged based on actual cost, size and location		
Solid Waste		
Residential		
Initial cart with collection/disposal	\$20.00	Per Month
Each Additional Cart	\$7.10	Per Month
Commercial or Business		
Initial cart with collection/disposal (Light Commercial)	\$35.00	Per Month
Additional Cart	\$24.37	Per Month
Any additional Cart	\$16.25	Per Month
Commercial Trash Bag Rolls	\$6.50	Per Roll

Weekly Collection Frequency

	1	2	3	4	5	6	7
2 CV	\$67.57	\$110.73	\$153.89	\$197.06			
4 CV	\$92.25	\$140.66	\$189.11	\$241.01			
CV	\$114.11	\$182.03	\$237.90	\$310.80	\$383.98	\$446.16	
8 CV	\$123.48	\$214.94	\$292.68	\$383.63	\$463.57	\$543.50	



City Council Agenda Item # 9

Title: Consideration and Possible action on approval of Residential Street Lighting Plan for 2022 street light additions.

Date: April 18, 2022

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends Council, having reviewed the proposed plan, recommend any changes they may feel necessary and vote to approve the final plan.

Item Summary: Centerpoint will install up to 50 new lights per year, in residential areas of the city, at no charge to the city. The city would then be responsible for paying the monthly electric charge for the lights installed. Annually the City pays about \$120,000-\$130,000 for street lights on our electric bill

There is a concern that the city is dark and not well lit, and so we are trying to take full advantage of this opportunity.

A Map has been sent out to each of the Council members to review that shows existing street light locations. Based on that map we have recommended the location of 50 additional lights for this year and indicated other areas of concern as well. Ultimately, we will need even more to adequately light the city at night for safety purposes.

Additionally, there are 3 lights included on the plan, in non-residential areas, along 2nd and Broad Streets, between Park and State Highway 1495. Since they are not in residential areas the city will pay approximately \$800 per light for their installation. These lights were requested by council.

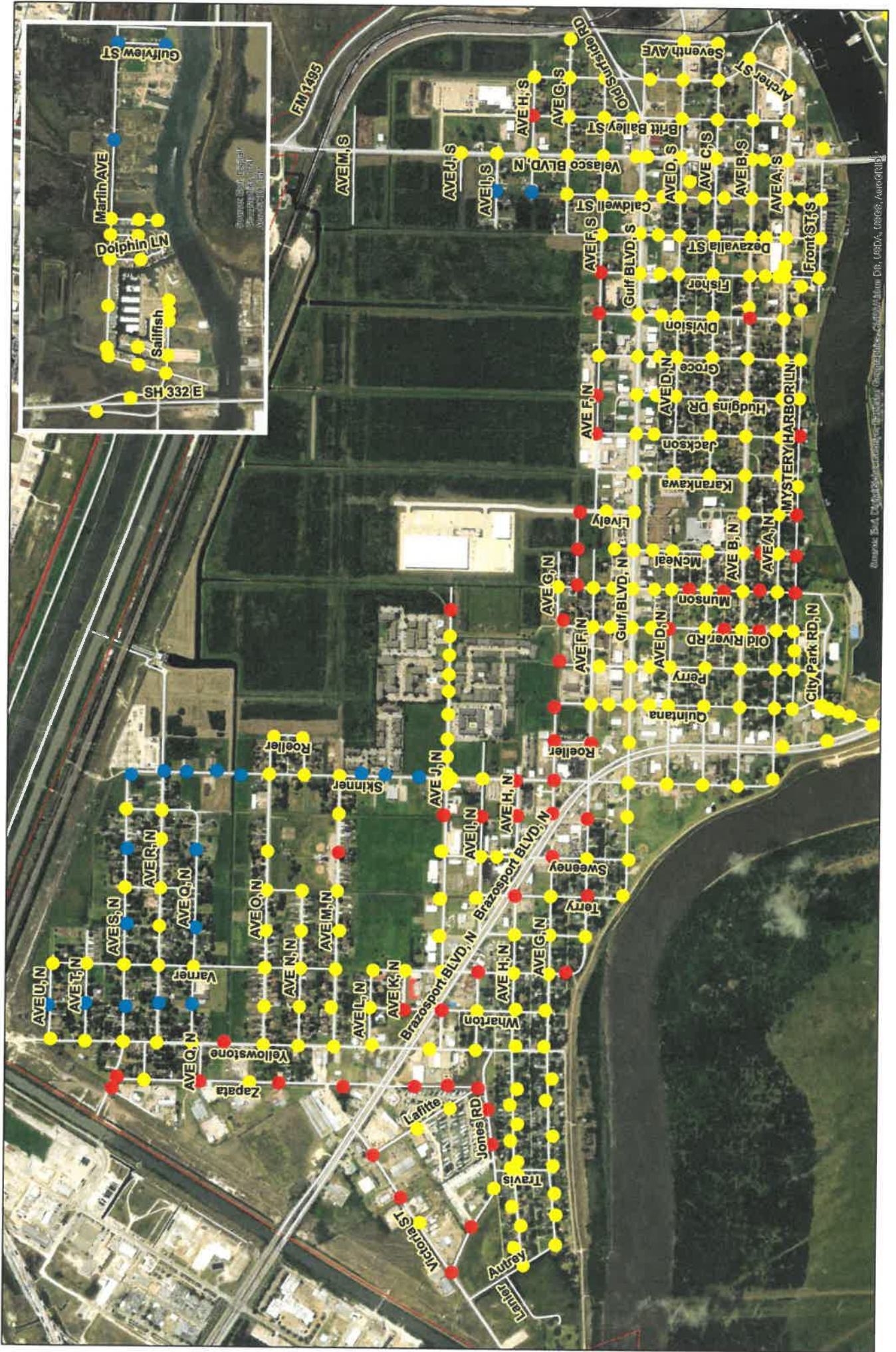
Background Information: None

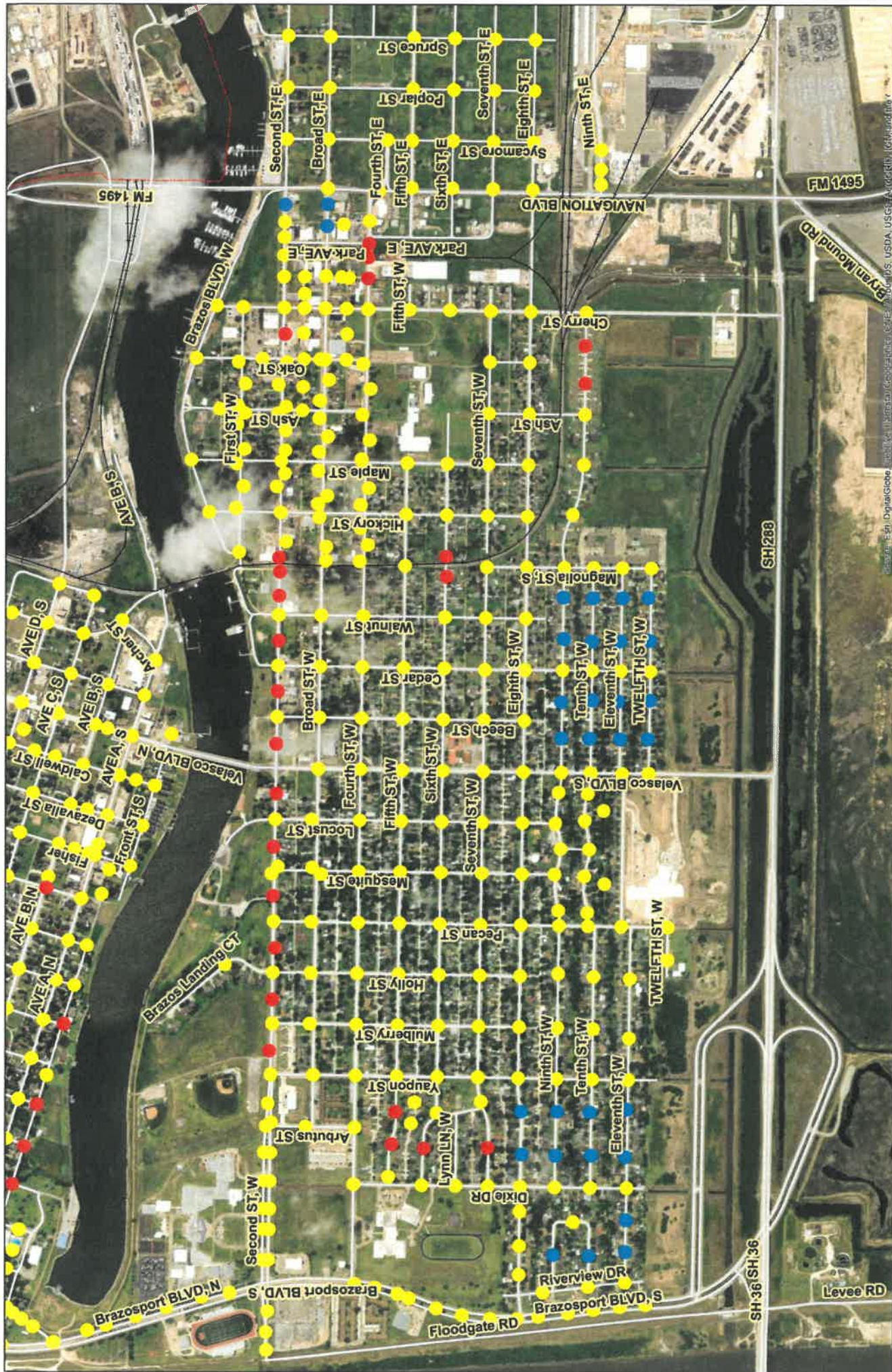
Special Considerations: None

Financial Impact: The initial cost of this plan would be approximately \$2,400 for the installation of the 3 lights and between \$10,400 and \$11,300 per year in additional electrical cost.

Board or 3rd Party recommendation: None

Supporting Documentation: Street light map/plan





City of Freeport
Capital Projects
Update as of March 31, 2022

Project	Project Status	Budget/Estimated Cost	Spent To Date	Remaining Budget
Fund 67 - 2021 CO Bond Fund				
Lift Station 3, 4, and 14 Rehabilitation	Engineering Complete - Contract awarded April 4	\$ 1,056,626.00	\$ 104,725.16	\$ 951,900.84
FM 1495 Water Line Relocation	Engineering being done. Awaiting AFA agreement with TXDOT	514,169.00	4,935.00	509,234.00
Phase I SSOI Engineering	Engineering being done	215,926.36	22,974.00	192,952.36
Sanitary Sewer Collection Grant Match	Kickoff February 25, 2022 - Engineering and Env. Review underwa	59,316.26	-	59,316.26
Wastewater Treatment Plant Grant Match	Kickoff February 25, 2022 - Engineering and Env. Review underwa	60,520.00	-	60,520.00
Avenue H Sewer Line Replacement Grant Match	RFP's for Construction went out and bids are due April 14, 2022.	42,375.00	2,643.10	39,731.90
WWTP Improvements	F&N Eng. to submit a task aurhoriation for Council action on May	1,928,630.00	-	1,928,630.00
Sewer Line Replacement SSOI	CCTV & Manhole inspections underway	1,122,437.38	-	1,122,437.38
	Total Fund 66 - 2021 CO Bond Fund	\$ 5,000,000.00	\$ 135,277.26	\$ 4,864,722.74
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 ove	Complete	\$ 135,359.00	\$ 135,358.40	\$ 0.60
2020-2021 Asphalt Streets - County Interlocal	Complete	382,973.00	321,260.88	61,712.12
2020-2021 Water/Sewer Relocation - Asphalt Streets	Complete	230,704.84	230,704.84	-
2021-2022 Asphalt Streets - County Interlocal	Waiting on County to Start	382,973.00	-	382,973.00
2021-2022 Water Sewer Relocation - Asphalt Streets	Waiting on County Timeline	25,000.00	-	25,000.00
2022 Phase 1 Concrete Streets - Engineering	In Construction Phase	285,130.00	225,083.56	60,046.44
2022 Phase 1 Concrete Streets - Construction	Construction work has begun.	2,360,304.00	-	2,360,304.00
2022-2023 Phase 2 Concrete Streets - Engineering	Engineering being done To be bid in August	291,570.00	134,810.00	156,760.00
2022-2023 Phase 2 Concrete Streets - Construction	Awaiting Completion of Engineering	2,216,279.16	-	2,216,279.16
				-
Velasco Pump Station Improvements	Complete	316,707.00	316,706.61	0.39
Heritage House Renovations	On Hold	375,000.00	-	375,000.00
City Hall Renovations	Arch design complete - RFP published - bid opening May 10th	998,000.00	72,482.50	925,517.50
	Total Funding Fund 66 - 2020 CO Bond Fund	\$ 8,000,000.00	\$ 1,436,406.79	\$ 6,563,593.21
Fund 14 -Streets & Drainage Funds				
Sidewalk - Repairs & Replacement	2021-2022 Sidewalks - List	\$ 150,000.00	\$ -	\$ 150,000.00
	1022 W 11th - 100% Complete			
	Hickory/6th - 100% Complete			
	Beech/6th - 100% Complete			
	Locust/6th - 100% Complete			
	Holly/6th - 100% Complete			
	Mullberry/6th - 100% Complete			
	Yaupon/6th - 100% Complete			
	Velasco Bridge/2nd Street 60% Complete			
	Avenue A - 0% Complete			
2022-2023 Phase 2 Concrete Streets - Construction	Engineering being done	1,357,321.00	-	1,357,321.00
	Geotech Work			
	Total Funding Fund 14 - Streets & Drainage Fund	\$ 1,507,321.00	\$ -	\$ 1,507,321.00
Fund 21 - Facilities & Grounds CIP				
City Hall Renovations	Arch design complete - RFP published - bid opening May 10th	\$ 750,000.00	\$ -	\$ 750,000.00
Wall Partition - Temp Wall - Museum	Completed	5,000.00	4,841.20	158.80
Museum Façade	Architectual Design provided. Project on hold	100,000.00	-	100,000.00
Fire Station 1 Decon Room Phase II	Completed	24,000.00	20,593.13	3,406.87
Prelim Architectural Study Station 1	Proposal being complete to begin Preliminary Architectural work	20,000.00	-	20,000.00
Old Fire Station Roof	Complete	36,000.00	-	36,000.00
Radio Antenna Repairs - Fire	The parts are on order	11,665.00	-	11,665.00
Greens Resurfacing	Project on hold till next Fiscal Year due to supply shortage	150,000.00	-	150,000.00
Cart Path Repair	80% Complete	10,000.00	-	10,000.00
Prelim Architectural Study Club House - Golf	Preliminary Design contract approved Kick-off meeting April 11th	30,000.00	-	30,000.00
Building Access Control - Police	Ordered	6,750.00	-	6,750.00
New Public Works Building	Construction has begun.	230,000.00	101,304.35	128,695.65
River Place Heating	Complete Waiting on Invoices	32,000.00	35,673.00	(3,673.00)
Landing Repairs	Obtaining Quotes. Need Additional Funding	30,000.00	-	30,000.00
Walking Trail	Contract awarded construction to begin April 13th	300,000.00	-	300,000.00
Baseball Field @ Riverside Park	In Process	40,000.00	20,593.13	19,406.87
Pedestrian Bridge @ SFA Park	On Hold	75,000.00	-	75,000.00
	Total Fund 21 - Facilities & Grounds CIP	\$ 1,850,415.00	\$ 183,004.81	\$ 1,667,410.19

Fund 22 - Vehicle & Equipment Replacement Fund

New F-250 - Fire	Complete	\$ 60,000.00	\$ 53,891.39	\$ 6,108.61
Radio Replacement - Fire	Ordered	36,400.00	-	36,400.00
Replace 2 Ambulances	Ordered & Received Some Outfitting	600,000.00	118,067.90	481,932.10
Tee Mower - Golf	Ordered	35,000.00	-	35,000.00
Pro Gator Spray Rig - Golf	Ordered	38,000.00	-	38,000.00
Z Master 72 Mower - Golf	Put on Hold till Next Fiscal Year	6,000.00	-	6,000.00
Fairway Mower - Golf	Awaiting Council Approval	55,000.00	-	55,000.00
Generator - Police	Grant Has Been Awarded and Generator on Order	60,000.00	19,671.20	40,328.80
Vehicle Replacement - Police	Ordered	80,000.00	-	80,000.00
Tire Balancer	Complete	8,000.00	7,999.00	1.00
4 Work Trucks - Public Works	Ordered	160,000.00	-	160,000.00
Jet Trailer	Ordered	70,000.00	-	70,000.00
Vac Truck	Ordered	85,000.00	-	85,000.00
Striping Machine	Complete	8,000.00	7,710.00	290.00
Generators	Have Applied for \$1,020,000 in Grants for 4 City Buildings & 3 Lift	60,000.00	-	60,000.00
Total Fund 22 - Vehicle & Equipment Replacement		1,361,400.00	207,339.49	1,154,060.51

Fund 23 - Technology Fund

Security Logging Software - Police	Ordered	\$ 35,000.00	\$ -	\$ 35,000.00
Server Replacement/Network Upgrade - Police	On Hold	65,000.00	-	65,000.00
Hardware & Software for Dispatch	Obtaining Quotes	22,000.00	-	-
		\$ 122,000.00	\$ -	\$ 100,000.00

Grant Funded Projects

CDBG MIT 2016 HUD - Sanitary Sewer Collection System SS Kickoff February 25, 2022 - Engineering and Env. Review underwa	\$ 5,931,626.00	\$ -	\$ 5,931,626.00
CDGB MIT Harvey - Wastewater Treatment Plant Improver Kickoff February 25, 2022 - Engineering and Env. Review underwa	5,991,468.00	-	5,991,468.00
CDBG - Bar Screen Replacement	193,271.00	127,462.85	65,808.15
CDBG - Avenue H Sewer Line Replacement	260,000.00	-	260,000.00
RFP's for Construction went out and bids are due April 14, 2022. Asked for an extension and Rescope. A new project manager has been assigned. In the process of setting up a meeting with new PM.			
FEMA River Bank Erosion Project - Hurricane Harvey	285,793.00	-	285,793.00
		\$ 12,662,158.00	\$ 127,462.85
			\$ 12,534,695.15

Other Projects

Incode Migration Project	Financial System and Utility Billing Complete. Court and HR to fol	208,000.00	29,407.50	178,592.50
CitizenServe	Contract awarded implementation begun			

Items being requested for 2022 EDC additional Funding

Project	Available General Fund Budgeted	Project Actual Costs	EDC Funding
Senior Baseball Field Lighting	\$19,406.87	\$38,098.87	\$18,692.10
Landing Rebuild	\$30,000.00	\$65,000.00	\$35,000.00
Entry Palms Replacement	\$0	\$27,780.00	\$27,780.00
Entry Lighting	\$0	\$13,260.00	\$13,260.00
Beach Tractor Replacement	\$0	\$48,800.00	\$48,800.00
Rec Center sand filters/Slide Pump/Dog House	\$0	\$14,150.00	\$14,150.00
Totals		\$207,088.87	\$157,682.10

Senior Field - the City reconstructed the Infield, Leveled Outfield, Repaired Dugouts and Installed new outfield fencing. The Lighting was Budgeted in the project as well but after further inspections the wiring had been removed in the past. With the new wiring, the installation will need additional funding of \$18,692.10. Once this field is complete, all 5 baseball and softball fields will be complete with lighting.

Landing Rebuild - the City budgeted \$30,000 this fiscal year for repairs to the Landing on the River. The additional \$35,000.00 funding will cover the preliminary quotes received by the City. The increase in material costs has driven the project costs up.

Entry Palms - the City lost the majority of the Palm trees at the entrance on 288 during the winter storm. Insurance did not cover this damage. this is a non budgeted item and the cost to remove the existing and replace the Palm trees is \$27,780.00. The new palm trees are 9' Florida Sabal and are cold hardy to -15 degrees.

Entry Lighting - this is a non budgeted item, that has been requested recently to be installed in the entry. The City would install Ten 20ft poles with each pole having 2 LED street lights positioned to light up the entry. The cost for material and installation is \$13,260.00

New Beach Tractor - this is a non budgeted, emergency needed purchase to maintain the beach. The City's 2005 tractor that has been utilized for raking and cleaning the beach is non operable due to the transmission gears. The City has received quotes to tear apart the machine to determine necessary repairs. This option to repair will cost the city an estimated \$30,000 for a 2005 tractor with a lot of issues, due to the wear and tear of operation on the beach and the salt water. The City has received quotes to replace this tractor with a new one for a cost of \$48,800.00

Rec Center Swimming pool repairs - this is a non budgeted item, the sand filters for the swimming pool (2) of the (3) need replacement. The filters have holes that are beyond repair. The re-circulating pump for the slide is OOS and in need of replacement. The dog house that houses the electrical components is in disrepair and needs to be replaced.

Community Development

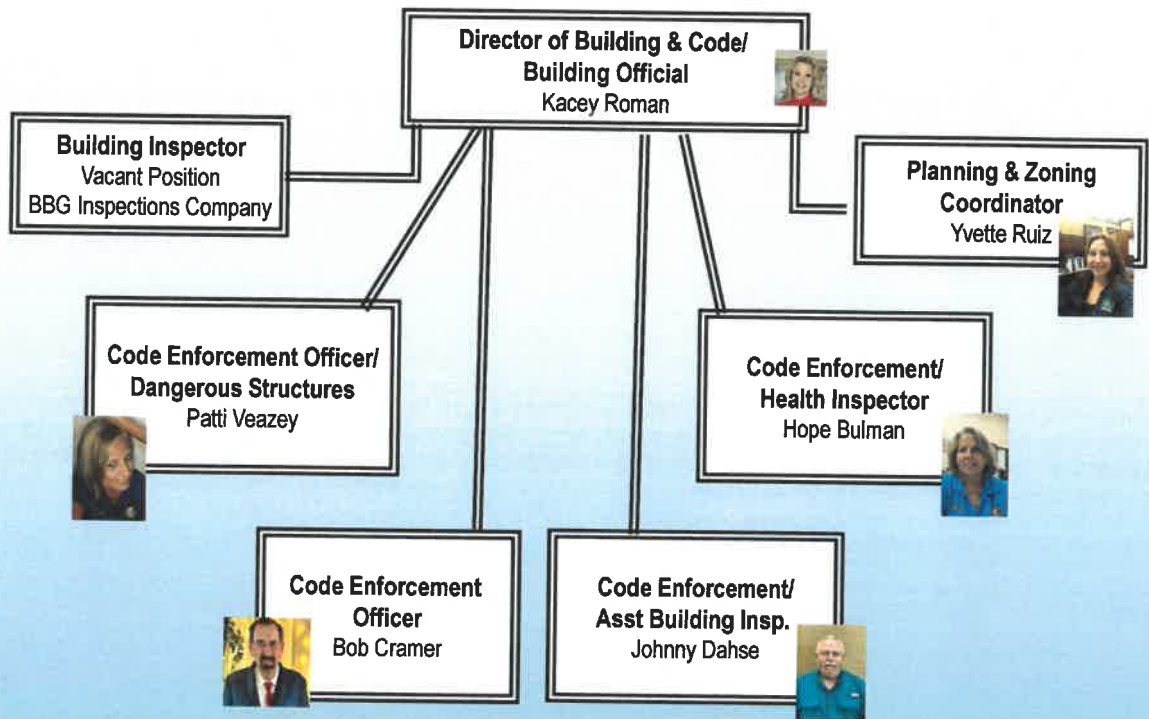


The Community Development Department is responsible for working with the citizens of Freeport and its development community, Boards and Commissions, and the elected officials while managing current and long-range planning, permitting and inspections, code enforcement and other activities in support of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

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

Educate - Assist - Uplift

Community Development



Educate - Assist - Uplift

Buildings Awaiting Demolition

BoA Demolition Order to be demolished within the next 30 days.



622 N Ave A



**BoA Demolition Order to be demolished within
the next 30 days.**



915 ½ W. Broad

Property Improvements

Code Enforcement has been working with owners to improve the condition of properties and structures.



104 W 4th



AFTER

Property Improvements

Code Enforcement has been working with owners to improve the condition of properties and structures.



1103 W 4th



AFTER

Property Improvements

Code Enforcement has been working with owners to improve the condition of properties and structures.



722 W 9th



AFTER

Staff Training

Education of all staff members is essential and helps improve the ISO Rating of our City. Staff Members attended the following training Class:

- TCEQ – Establishing and Managing an Effective Cross Connection Control Program



Council Concerns:

Items that were brought before City Council

Concern: “Terrorizing” Code Inspection at Rec Center Boxing Event

3/25/2022 - Hope Bullman, Health Inspector met with Mr. Arredondo in her office at City Hall. A check list of all items that would be needed was given to him, and all requirements were discussed.

4/2/2022 Hope performed a routine inspection for a temporary food booth for the Freeport Boxing Club. Upon inspection at approximately 11:00 am they were setting up the food booth. The following violations existed:

- No handwashing station was present.
- Propane was in use with an open flame, and the required fire extinguisher was not present.
- No ability to wash, rinse and sanitize the utensils or containers.

Hope explained that without these items, she could not sign the permit. She waited onsite for approximately 30 minutes for them to get the items, and then issued the permit when they were in compliance.

At no time was music ever mentioned.

Council Concerns: Items that were brought before City Council

Concern: Bobby Casale complaint – his fence taken down

- Mr. Casale illegally fenced across a street right of way. He was never given permission by any City Employee to do so, even though he spoke with Chris Motley and Bob Cramer. Both informed him that he could not fence a street.
- After consulting the City Attorney, the City Public Works crew removed the fence and threw it away in a dumpster.
- Mr. Casale has safety concerns. He has been shown on a survey where he can place a new fence. However, he also wants to also fence in the City Street, not just his own private property. He is unhappy that he cannot fence in the right of way.

Council Concerns: Items that were brought before City Council

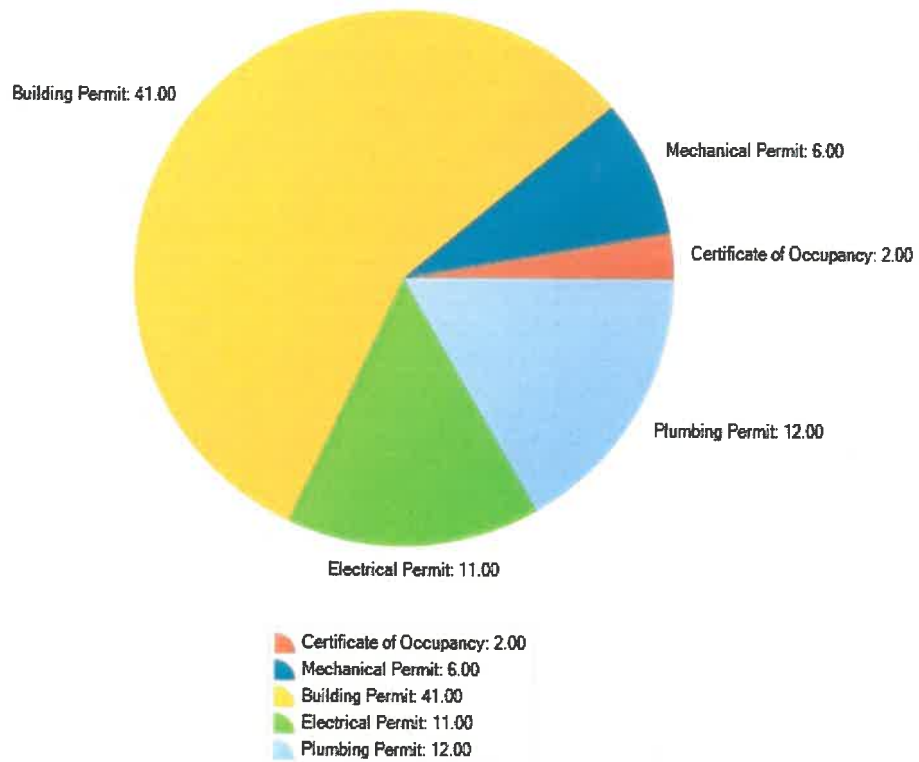


- Concern: Bobby Casale complaint – fence across Tarpon
- Mr. Casale noted that a fence similar to the one he had has been placed across a City Right of way on Tarpon Street.
- Code has sent a certified letter to the property owners, and given them 10 days to remove the fence.

Building Permits Issued - Prev Month

Run Date: 04/13/2022 3:51 PM

Type of Permit



Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
3/8/2022	81102291000	824 N AVE A (FOUNDATION)	SIERRA FOUNDATION REPAIR	FOUNDATION REPAIR PER ENGINEER GREG A. BROOKS # 114197	Building	\$6,700.00
3/8/2022	21140286000	2008 JONES RD (FENCE)	SUPERIOR FENCE	INSTALL 204 L FT OF 6' WOOD PRIVACY FENCE AND 54' OF 6' GALVAIZED CHAIN LINK FENCE	Building	\$8,820.00
3/8/2022	42001455000	1331 W 5TH ST (DRIVEWAY)	JUAN ACEVEDO (DRIVEWAY)	POUR CONCRETE DRIVEWAY WITH 3/8 REBAR, 12" CENTERS, AND 4 INCHES THICK		\$2,000.00
3/8/2022		1315 W 4TH (GARAGE SALE)	FRANCISCO RIOS	GARAGE SALE	Building	
3/9/2022	42001375000	1210 W 6TH ST (ROOF)	JIMMY REMODELING CONSTRUCTION	ENTIRE RE-ROOF	Building	
3/10/2022	81100226000	315 S AVE D (ROOF,SIDING)	ANTONIO JUAREZ	ENTIRE RE-ROOF , EXTERIOR WALL COVERING (SIDING) AND INSTALL NEW DOOR	Building	\$20,000.00
3/10/2022	42001638000	1510 W 5TH ST (REMODEL)	DANESY ZAVALA	DEMO ATTACHED GARAGE AND REBUILD AND CONVERT TO LIVING AREA, NEW ROOF, NEW SIDING AND NEW INSULATION, NEW FLOORS, PAINT AND INSTALL NEW CABINETS. LEVEL HOUSE TO SAME HEIGHT SINCE BACK ROOM IS LOWER. CENTER FRONT WINDOWS AND CENTER FRONTDOOR.	Building	\$30,000.00
3/10/2022	42000567000	325 W 2ND ST (ROOF)	PAUL SEBESTA	ENTIRE RE-ROOF	Building	\$4,000.00
3/10/2022	81100960000	24 N AVE A (FENCE)	JOSEPH GONZALES	REPAIR PREEXISTING PRIVATE FENCE	Building	\$2,000.00
3/10/2022		1005 N AVE R (TEMP RV)	ERIC UNGAR	INSTALLATION OF CRUSHED STONE PAD AND DRIVE AREA FOR A TEMPORARY RV . INSTALL WATER AND SANITARY SEWER SERVICE AND POWER TO SITE.	Building	\$50,000.00
3/11/2022	21900096000	96 DOLPHIN (BULKHEAD)	GULF COAST PIERS & BULKHEADS	BULKHEAD REPAIR (52' 4")	Building	\$22,000.00

Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
3/11/2022	21900097000	97 DOLPHIN (BULKHEAD)	GULF COAST PIERS & BULKHEADS	REPLACE EXISTING BULKHEAD	Building	\$22,000.00
3/11/2022	21900035000	35 TARPON LN (ROOF)	PEREZ ROOFING	ENTIRE RE-ROOF	Building	\$6,080.00
3/14/2022	42000735000	518 W 5TH ST (SIDING)	AGUSTIN ARROYO	HOUSE ALTERATION R&R PARTIAL SIDING AT FRONT , LEFT,REAR	Building	
3/16/2022	81103447000	1420 N AVE Q (POLE BARN)	SCOTT PARSONS	PUT UP 24' X 36' POLE BARN	Building	\$0.00
3/17/2022	73100015000	1931 N AVE G (ROOF)	JOSE BOLANOS	ENTIRE RE-ROOF	Building	\$0.00
3/17/2022	21900026000	26 TARPON LN (garage sale)	WILLIAMS WALTERS	GARAGE SALE 3-18,19,20-2022	Building	
3/21/2022	42001196110	1019 W 6TH STREET ST (REMODEL II)	COVARRUBIAS REMOLDING	BUILT 10 X 10 BUILDING IN THE BACK OF THE BUILDING WHERE THE KITCHEN IS. THIS IS PHASE TWO OF REMODEL.	Building	\$42,000.00
3/21/2022	42001642000	1530 W 5TH ST (SOLAR PANEL)	ERUS ENERGY	INSTALLATION OF 5.07KW SYSTEM, 13 PANELS, MAIN PANEL UPGRADE IF NEEDED	Building	\$0.00
3/21/2022	42001559000	1406 W 8TH ST (FENCE SLAB)	ARROYO ASHLEY	PUT UP WOOD FENCE AND A POUR A 30 X 30 SLAB	Building	\$3,500.00
3/22/2022	20900060000	1833 W 8TH ST (GENERATOR)	STORM GUARDIAN GENERATORS	INSTALL STANDBY GENERATOR	Building	\$16,000.00
3/22/2022	42011859000	1725 W 8TH ST (GARAGE SALE)	ROCHELLE BLACKSTOCK	GARAGE SALE 3-24,25,26-2022	Building	
3/23/2022	21100012120	3405 E HIGHWAY 332 (FIRE SUPPRESSION)	SUMMIT FIRE & SECURITY LLC	INSTALL A DRY CHEMICAL FIRE SUPPRESSION SYSTEM IN AN OPEN FRONT PAINT BOOTH	Building	\$0.00
3/23/2022	20670024000	130 BRAZOS LANDING CT (GARAGE SALE)	ADRIAN REYES	GARAGE SALE 3-26-2022	Building	
3/24/2022	81103903000	1623 N AVE S (driveway)	JESUS DE LA FUENTE	ADDING TO EXISTING DRIVEWAY 6 X 50 AREA CULVERT WAS ADDED 3-24-2022	Building	
3/24/2022	81100075000	103 S GULF BLVD (GARAGE SALE)	EUGENE CLECKLER	GARAGE SALE 3-26-2022	Building	
3/25/2022	42001299000	1114 W 4TH ST (FOUNDATION)	GUTIERREZ REMODELING	FOUNDATION REPAIR PER ENGINEER GREG A. BROOKS # 114197	Building	\$5,200.00

Building Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
3/28/2022	21900103110	103 MARLIN (DECK REPAIR)	BEN NELMS	REPAIR EXISTING DECK, REPAINT EXTERIOR OF HOUSE, REPAIR SOFFIT.	Building	\$50,000.00
3/28/2022	81100291000	411 S AVE D (FENCE)	SUPERIOR FENCE	REPLACE 430 LF. OF 6' + 1' galv. commercial chain link fence with gates	Building	\$24,600.00
3/28/2022	42001643900	1531 W BROAD ST (FENCE)	SUPERIOR FENCE	REPLACE EXISTING FENCE WITH 7' 2" WOOD PRIVACY FENCE WITH 2X12 ROT BOARD AND 2" TREATED CAP AND TRIM	Building	\$7,900.00
3/28/2022	42000921000	715 W 5TH ST (SOLAR INSTALL)	TITAN SOLAR POWER	INSTALLATION OF A ROOFTOP PV SOLAR ARRAY WITH DERATE	Building	\$12,640.00
3/29/2022	81103643000	1618 N AVE J (sprinkler system)	INTERACTIVE FIRE CONTROLL	SPRINKLER SYSTEM	Safety	
3/30/2022	21140048115	1912 VICTORIA ST (ROOF)	JACO ROOFING	ENTIRE RE-ROOF DURO-LAST	Building	\$91,200.00
3/30/2022	42001368000	1223 W 5TH ST (GARAGE SALE)	MARIA ZUBIATE	GARAGE SALE MARCH 31, APRIL 1,2 2022	Building	
3/30/2022		511 S AVE B (NEW BUILD)	COVARRUBIAS REMOLDING	NEW BUILDING CONSTRUCTION, PERFORM SERVICES OF CONCRETE FOR FOUNDATION, PLMBING INSTALLATIONS, FRAMING, ELECTRICAL, ROOFING, DRYWALL AND FINISH JOB AS PAINT FLOORING AND BASEBOARDS.	Building	\$203,200.00
3/30/2022	81102291000	824 N AVE A (ROOF)	BLAKE JACKSON	ENTIRE RE-ROOF	Building	
3/31/2022	81100202000	316 S AVE D (ROOF)	JOSE BOLANOS	ENTIRE RE-ROOF	Building	
3/31/2022	42001196110	1019 W 6TH STREET ST (FIRE ALARM)	OMNI FIRE & SECURITY	FIRE DETECTION AND ALARM	Safety	
3/31/2022	73100116000	1930 N AVE H (ROOF)	PEDRO COBOS RAMOS	ENTIRE RE-ROOF	Building	
3/31/2022	42000429000	102 W 8TH ST (ROOF)	LAREDO ROOFING STSTEMS	INSTALL HAYER ISO INSULATION REMOVE EXISTING SKYLIGHTS.	Building	\$121,000.00
3/31/2022	81101821000	505 N AVE A (GARAGE SALE)	S RAE BRADFORD	GARAGE SALE	Building	

Certificate of Occupancy



Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
3/9/2022	42000793000	606 W 1ST ST	GARDNER CAMPBELL	NEW HOME CONSISTING OF 3 BEDROOMS, 2 BATHS, KITCHEN/DINNING, FAMILY ROOM AND 2 CAR GARAGE		
3/9/2022	81103939000	1714 N AVE T	ARAICA, EDWIN	NEW HOME CONSTRUCTION CONSISTING OF 3 BEDROOMS, STUDY, 2 1/2 BATHS, LIVING ROOM, DINING, KITCHEN AND A 2 CAR GARAGE		

Electrical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
3/8/2022	42000739000	530 W 5TH ST (PLUMBING)	BRAZOS PLUMBING	REWIRE HOUSE		\$0.00
3/8/2022	42012007000	1407 W 10TH ST	MAD MAX	ELECTRICAL AND TRIM OUT OF ENTIRE HOUSE		\$3,420.00
3/9/2022	81102616000	902 N GULF BLVD STE A	TREVINO'S ELE	INSTALL A DOUBLE THROW DISCONNECT FOR GENERATOR BACKFEED		\$5,000.00
3/9/2022	42000735000	518 W 5TH ST	MASON ELE	NEW 200 AMP METER LOOP		\$1,800.00
3/10/2022	87002200001	980 PORT RD	MASTEC NETWORK SOLUTIONS	INSTALLING A NEW 200 AMP METER LOOP FOR DISH WIRELESS AT CELL TOWER.		\$5,000.00
3/10/2022		822 W 2	STEPHAN THIEM	TEMP POLE		\$0.00
3/14/2022		130 W 2nd ST	PENNEY'S ELECTRIC	change of service out		\$0.00
3/15/2022	81250022000	1300 W 10TH ST	INFINITY ENERGY INC	INSTALL BACKUP BATTERY, CONSISTS OF 1 TELS A 13.5 KWH POWERWALL 2		\$30,000.00
3/21/2022	81101628000	1501 LIVELY ST	FRONTLINE POWER CONST.	SET 1 100A SINGLE PHASE POLE TO FEED GATE OPENERS AT OLIN WAREHOUSE		\$800.00
3/24/2022		1107 YELLOWSTONE	TOTAL HOME ELECTRIC	SERVICE POLE WITH DISCONNECT		\$800.00
3/29/2022	310005000	300 W BRAZOS	BENJAMIN ELECTRIC LLC.	INSTALL 1 - 200 AMP TEMPORARY ELECTRIC POLES		

Electrical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
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Mechanical Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
3/8/2022	42001316000	1122 W 2ND ST	PRECISION AIR SOLUTIONS	INSTALL A/C AND HEATING SYTEM		\$7,500.00
3/21/2022	42001730000	1626 W 8TH ST	S.L. LINDER A/C HEAT	INSTALL HVAC 2.5 TON 16 SEAR 11 DUCTS R-8 GAS HEATER		\$8,500.00
3/25/2022	42001196110	1019 W 6TH STREET ST	ICY HOT AC AND HEATING	INSTALL MINI SPLIT SYSTEM IN ROOMS OF BUILDING		\$18,000.00
3/25/2022	42001375000	1210 W 6TH ST	COLLEY REFRIGERATION	REINSTALLATION OF AC EQUIPMENT		\$3,650.00
3/31/2022	77500044000	702 W 10TH ST	J&J MECHANICAL	REMOVE OUT PACKAGE UNIT AND INSTALL NEW PACKAGE UNIT		\$1,200.00
3/31/2022	42001731000	1630 W 8TH ST	PROHVAC	INSTALL SPLIT SYSTEM 2.5 TONS		\$5,580.00

Plumbing Permit

Create Date	Account Number	Address 1	P_Applicant Name	P_Description of Job	P_Types of Permit Needed	P_Valuation
3/8/2022	77500126000	719 W 10TH ST	ROTER - ROOTER	SEWER LINE SPOT REPAIR, LEAK IN SEWER		
3/8/2022	42001454000	1319 W 5TH ST	SCOTT ROGERS	GAS TEST TO MOVE METER		\$0.00
3/15/2022	81102653000	901 N AVE B	LAMONT PLUM,BING	GAS TEST		
3/16/2022	81250048000	1131 W 9TH ST	ARS SOUTH	GAS TEST		\$700.00
3/17/2022	42001731000	1630 W 8TH ST	JLR PLUMBING CO	NEW HOME BUILD, 2 BATH		\$6,000.00
3/23/2022	81101029000	3 N AVE F	ARS SOUTH	DIG 6' TUNNEL ON PROPERTY TO REPLACE SECTIONS OF PIPE BENEATH BATHROOM INVOLVING 3 FIXTURES (COMMODE, LAVATORY AND WASHER) REPLACE 40' SEWER.		\$9,950.00
3/23/2022	21080026000	1126 GULFVIEW DR	ARS SOUTH	REPLACE WATER HEATER		\$2,198.00

Monthly Code Reports

Run Date: 04/01/2022 8:00 AM

Create Date	Created By	Status	Address 1	Current Task	V_Summary If Violation
3/2/2022	Patti Veazey	Closed	1123 W 4TH ST		Cut alleyway
3/2/2022	Patti Veazey	In Progress	1127 W 4TH ST	Reinspection	Cut weeds in back yard from old garden
3/2/2022	Patti Veazey	Closed	3627 Austin Ln	Action Information	Old church needs repairs. Is in the county
3/2/2022	Hope Bullman	Closed	702 N Brazosport Blvd #3		Myself and John Dashe, delivered notification of water being suspended for none payment on 2/23/2022
3/2/2022	Hope Bullman	Closed	1401 N AVE G		Myself and John Dashe, delivered notification of water being suspended for none payment on 2/23/2022
3/2/2022	Patti Veazey	Closed	3634 Austin Ln		Old house wide open is sitting sideways. Rotten wood with a bad roof and foundation. Also, wide open.
3/2/2022	Patti Veazey	Closed	3636 Austin Ln		Wide open structure with a bad roof and damage foundation, broke windows looks like people going in and out of them
3/2/2022	Patti Veazey	Closed	3650 Austin Ln		Wide open structure that has broken windows and other code violations. This is going on the dangerous structure list
3/2/2022	Patti Veazey	Closed	3638 Austin Ln	Reinspection	House has fallen down. Looks like parts of it have been removed but there are still parts along with tires and other trash there. This is in the county
3/3/2022	Patti Veazey	In Progress	902 W 12TH ST	Reinspection	White truck in back yard that you can see from front street
3/7/2022	Patti Veazey	In Progress	1202 W Broad	Reinspection	Og
3/7/2022	Patti Veazey	Closed	1214 W BROAD ST		No violations dropped off a great job notice
3/7/2022	Patti Veazey	Closed	1218 W BROAD ST		No violation left a notice of a great looking yard
3/7/2022	Patti Veazey	Closed	1230 W BROAD ST		Left a letter for keeping their yard up
3/7/2022	Patti Veazey	Closed	1326 W BROAD ST		Left a thank you notice for taking care of your yard
3/7/2022	Patti Veazey	In Progress	1230 W 4TH ST	Reinspection	Overgrown and remove cut up tree and other debris
3/7/2022	Patti Veazey	In Progress	1231 W BROAD ST	Action Information	Burnt up camper in back yard

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
3/7/2022	Patti Veazey	In Progress	1306 W 4TH ST	Reinspection	Left notice on inoperable vehicles and remove construction debris in back yard
3/7/2022	Patti Veazey	In Progress	1323 W 4TH ST	Reinspection	Tarp on roof left a notice to remove tarp and repair roof if needed
3/8/2022	Patti Veazey	In Progress	429 W 2ND ST	Reinspection	Living room furniture by apartment. Left a door hanger
3/8/2022	Patti Veazey	In Progress	209623 W 2nd	Reinspection	Repair and keep fence maintained
3/9/2022	Patti Veazey	In Progress	718 W 4TH ST	Reinspection	Remove broke trampoline and replace window and cut grass
3/9/2022	Patti Veazey	In Progress	231 W BROAD ST	Reinspection	Tires on sidewalk area
3/9/2022	Patti Veazey	In Progress	1025 W 4th	Reinspection	Overgrown lot
3/9/2022	Patti Veazey	In Progress	1103 W 6TH ST	Reinspection	Debris in side yard you can see from Velasco also house needs paint
3/9/2022	Patti Veazey	In Progress	1107 W 6TH ST	Reinspection	Accessory structure needs paint and repaired
3/9/2022	Patti Veazey	In Progress	1127 W 6TH ST	Reinspection	Left notice to power wash structure
3/9/2022	Patti Veazey	In Progress	1130 W 6TH ST	Reinspection	Power wash house left notice
3/10/2022	Robert Cramer	New	1030 W 6TH ST	Reinspection	Pile of construction debris, trailer debris
3/11/2022	Patti Veazey	In Progress	1003 W 7TH ST	Reinspection	Cut side yard and alleyway
3/11/2022	Patti Veazey	In Progress	26 TARPON LN	Reinspection	Putting stuff out by the road sooner than debris pickup day. Also, yard needs cleaned up
3/14/2022	Patti Veazey	In Progress	425 W 1ST ST	Reinspection	Overgrown left a door hanger
3/14/2022	Patti Veazey	In Progress	519 W 1ST ST	Reinspection	Left a notice n fence, trash, overgrown including alleyway
3/14/2022	Patti Veazey	In Progress	303 W 2ND ST	Reinspection	
3/14/2022	Patti Veazey	In Progress	209437 W 2ND	Reinspection	OVERGROWN VAC LOT
3/15/2022	Patti Veazey	In Progress	1222 W 4TH ST	Reinspection	Remove tree limbs and dead tree
3/15/2022	Patti Veazey	In Progress	1623 W 6TH ST	Reinspection	
3/15/2022	Patti Veazey	In Progress	1002 W 6TH ST	Reinspection	sending letter to cut the grass
3/16/2022	Patti Veazey	In Progress	1711 N AVE I	Reinspection	Sending letter to cut the grass
3/16/2022	Patti Veazey	In Progress	602 N GULF BLVD	Reinspection	Overgrown debris including tires in alleyway
3/16/2022	Patti Veazey	In Progress	202 S FRONT ST	Reinspection	Start a dangerous structure on this
3/16/2022	Patti Veazey	In Progress	918 W 12TH ST	Reinspection	Cut by street
3/16/2022	Patti Veazey	In Progress	715 W 11TH ST	Reinspection	Overgrown vac lot
3/16/2022	Patti Veazey	In Progress	714 W 12TH ST	Reinspection	Clean porch and cut side yard. Clean up porch.owner is blind in one eye have her 30 days

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
3/16/2022	Patti Veazey	In Progress	723 W 11TH ST	Reinspection	Appliances and door , also parking trailer on grass
3/16/2022	Patti Veazey	In Progress	1003 W 11TH ST	Reinspection	Overgrown vac lot
3/16/2022	Patti Veazey	In Progress	815 W 10TH ST	Reinspection	Toilet and scattered trash and needs to be cut
3/16/2022	Patti Veazey	In Progress	718 W 10TH ST	Reinspection	Construction debris on property and overgrown in front
3/18/2022	Patti Veazey	In Progress	1712 W 9th	Reinspection	Mattress by house and cut grass I left a door hanger
3/18/2022	Patti Veazey	In Progress	1324-1328 W 9TH	Reinspection	This is a duplex left notices for both sides, grass overgrown, debris, inoperable and maintain alleyway
3/18/2022	Patti Veazey	In Progress	1108 W 9TH ST	Reinspection	High grass debris on property
3/18/2022	Patti Veazey	In Progress	319 W 8TH	Reinspection	Left door hanger to cut the grass
3/18/2022	Patti Veazey	In Progress	314 W 8TH ST	Reinspection	Tire by street dropped of education on disposing of tires
3/18/2022	Patti Veazey	In Progress	307 W 8TH ST	Reinspection	Overgrown grass
3/21/2022	Patti Veazey	In Progress	727 W 5TH ST	Reinspection	Has a permit will keep an eye on structure and updated the progress
3/21/2022	Patti Veazey	In Progress	814 W 5TH ST	Reinspection	
3/22/2022	Patti Veazey	In Progress	1502 W 5TH ST	Reinspection	Camper in back yard someone my be living in it
3/22/2022	Patti Veazey	In Progress	1527 W 5TH ST	Reinspection	Overgrown in areas left a door hanger
3/22/2022	Patti Veazey	In Progress	1519 W 5TH ST	Reinspection	Overgrown grass dropped off a door knocker
3/22/2022	Patti Veazey	In Progress	1522 W 5TH ST	Reinspection	Left a door hanger to clean up back yard
3/22/2022	Patti Veazey	In Progress	811 W BROAD ST	Reinspection	House needs work, yard overgrown, brush everywhere and alley needs to be maintained
3/22/2022	Patti Veazey	New	1515 W 5TH ST	Reinspection	
3/22/2022	Patti Veazey	In Progress	819 W BROAD ST	Reinspection	Overgrown vac lot with trailer on it also some brush
3/23/2022	Patti Veazey	In Progress	511 N AVE A	Reinspection	Need to remove tree that has caused damage to sidewalk
3/23/2022	Patti Veazey	In Progress	1203 W 7TH ST	Reinspection	Tires piled street I marked a week ago. Left notice with flyer
3/23/2022	Patti Veazey	In Progress	1318 W 8TH ST	Reinspection	Left notice to cut the grass
3/23/2022	Patti Veazey	In Progress	1715 W 11TH ST	Reinspection	Left notice about tires with flyer
3/23/2022	Patti Veazey	In Progress	1426 W 11TH ST	Reinspection	Tires left a notice with flyer

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
3/23/2022	Patti Veazey	In Progress	814 W 11TH ST	Reinspection	Left notice to cut grass remove all debris front and back yard someone called this in
3/23/2022	Patti Veazey	In Progress	719 W 7TH ST	Reinspection	Tires dropped off notice to remove them
3/23/2022	Hope Bullman	Closed	1936 N AVE G		Anonymous call about large trash pile in yard on Ave G. I went to investigate, the pile is not at the curb but is piled in the yard. This is in ward C which heavy pick up is the third week of the month. see attached statement.
3/24/2022	Patti Veazey	In Progress	1419 W 11TH ST	Reinspection	left a notice to dispose of tires.
3/24/2022	Patti Veazey	In Progress	1726 W 10TH ST	Reinspection	owner called me said they had a pile out for pickup and someone dumped more stuff there. Explained to her she would still need to get rid of stuff because I would have to prove it was dumped there. I did pick up tires someone dumped there
3/24/2022	Patti Veazey	In Progress	603 N AVE G	Reinspection	Brush piled in the alleyway
3/24/2022	Patti Veazey	In Progress	601 N AVE G	Reinspection	Clean up back yard and alleyway
3/24/2022	Patti Veazey	In Progress	605 N AVE G	Reinspection	left notice to clean up back yard
3/28/2022	Patti Veazey	In Progress	1102 W 6TH ST	Reinspection	Overgrown property
3/28/2022	Patti Veazey	In Progress	1127 W 6TH ST	Reinspection	Overgrown grass
3/28/2022	Patti Veazey	In Progress	1603 W 6TH ST	Reinspection	Cut the property sending notice
3/28/2022	Patti Veazey	In Progress	1602 W 7TH ST	Reinspection	Sending a letter on a vacant lot
3/28/2022	Patti Veazey	Closed	302 W 2ND ST		Overgrown lot
3/28/2022	Hope Bullman	In Progress	100 N GULF BLVD		Need to apply for Health Permit Application Left door hanger for owner top call me. On 3/28/2022
3/29/2022	Patti Veazey	In Progress	1306 W 7TH ST	Reinspection	Sending notice to cut the grass.
3/30/2022	Patti Veazey	In Progress	1701-1703 W 4th	Reinspection	Left notice on tires
3/30/2022	Patti Veazey	In Progress	1623 W 5TH ST	Reinspection	Tire by street left a notice to dispose of tire and cut the grass
3/30/2022	Patti Veazey	In Progress	1527 W 5TH ST	Reinspection	Left notice to cut grass
3/30/2022	Patti Veazey	In Progress	1519 W 5TH ST	Reinspection	Overgrown yard
3/30/2022	Patti Veazey	In Progress	1518 W 5TH ST	Reinspection	Brush piled on sidewalk left a notice and information about trash pickup
3/30/2022	Patti Veazey	In Progress	1127 W 2ND ST	Reinspection	overgrown property left a notice on the door

Create Date	Created By	Status	Address 1	Current Task	V_Summary If Violation
3/31/2022	Hope Bullman	Applied	10 N Ave K		As per Kacey And Kathy, I dropped off information pertaining to commercial customers to convert their soild waste services to Ameri Waste By April 1, 2022. Spoke with Juan & Maria Acosta, by phone, no office at facility. sent Ordinance by phone. She Was calling as soon as we were off phone.
3/31/2022	Patti Veazey	In Progress	1315 W 7TH ST	Reinspection	Sewer leaking all over the yard. Knocked on door noanswer. Left a notice they have 24 hours to repair. Told them call me and a plumber
3/31/2022	Patti Veazey	In Progress	313 E PARK AVE	Reinspection	Dropped of info on dumpster ordiance and told the manager they had to get the new dumpster and have waste connects pickup the old one
3/31/2022	Hope Bullman	Pending	902 N Ave J		As per Kacey And Kathy, I dropped off information pertaining to commercial customers to convert their soild waste services to Ameri Waste By April 1, 2022. Spoke with Peggy Keenon, she sent information to corporate and upper management.
3/31/2022	Hope Bullman	Pending	905 N Ave J		As per Kacey And Kathy, I dropped off information pertaining to commercial customers to convert their soild waste services to Ameri Waste By April 1, 2022. Spoke with Mezcal, Office Manager, she said they were in the process of the switch, but will call both companies today.
3/31/2022	Patti Veazey	In Progress	1515 W 2ND ST	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Wasn't open so I had to leave on the door. I also talked to the adjoining property and they were going to explain it to Julie at spca retail
3/31/2022	Patti Veazey	In Progress	523 W 2ND ST	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Wasn't open so I had to leave on the door

Create Date	Created By	Status	Address 1	Current Task	V_Summary If Violation
3/31/2022	Patti Veazey	In Progress	615 W 2ND ST	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Talked to Lloyd said he would get on it.
3/31/2022	Hope Bullman	Compliant	1203 N Ave J	Action Information	As per Kacey And Kathy, I dropped off information pertaining to commercial customers to convert their sold waste services to Ameri Waste By April 1, 2022. Spoke with office manager, she said they never had a dumpster nor do they want one. They use the small can that was provided to them from Ameri Waste.
3/31/2022	Patti Veazey	In Progress	1853 W 2ND ST	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Talked to Jessica.
3/31/2022	Patti Veazey	In Progress	1853 W 2ND ST	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Talked to girl in the front of the store. Her manager was in a meeting but she would make sure she got info and explained to her about ord
3/31/2022	Patti Veazey	In Progress	1740 W 4th STE 103	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Know one there left it on ste 105
3/31/2022	Patti Veazey	In Progress	1740 W 4th 105	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Talked to Glen
3/31/2022	Hope Bullman	Pending	1309 N Ave J		Building is keep in good repair. But is vacant. There was no apparent waste management dumpster there. Freeport LNG Building.
3/31/2022	Patti Veazey	In Progress	1740 W 4th 108	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Talked to Kary

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
3/31/2022	Patti Veazey	In Progress	919 W 5TH ST	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Per city ord. Left on the door along with my business card so If someone needed to call me.
3/31/2022	Patti Veazey	Closed	301 W BRAZOS		empty building no dumpster in site.
3/31/2022	Hope Bullman	Pending	1404 N Ave J		Per Kacey And Kathy request, all commercial customers are required to convert their solid waste services to Ameri Waste by April 1 2022. Spoke with Abigal, said the manager was out of town, but she would call him and give the information to him and she would make the calls to have it switched.
3/31/2022	Patti Veazey	In Progress	1501 YELLOWSTONE	Reinspection	This is Zachry Jvic went to the office and dropped off info on changing out dumpster.
3/31/2022	Hope Bullman	Pending	923 N Brazosport Blvd		Per Kacey And Kathy request, all commercial customers are required to convert their solid waste services to Ameri Waste by April 1 2022. Spoke with Joanna, swing manager. She said she would give the information to GM. She was informed this must take place by Friday, 4/1/2022
3/31/2022	Patti Veazey	In Progress	502 N GULF BLVD	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Per city ord. Went in office
3/31/2022	Patti Veazey	In Progress	2008 JONES RD	Reinspection	dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Per city ord. Went in office
3/31/2022	Patti Veazey	In Progress	151 N Lively		Olin. Dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Per city ord. Went in office and talked to Adrian. They use sprint dumpsters for hazard material have never used city contract service

Create Date	Created By	Status	Address 1	Current Task	V_Summary if Violation
3/31/2022	Patti Veazey	In Progress	1331 N AVE I and SWEENEY	Reinspection	Dropped of information to get rid of old dumpster from waste connections and order the new dumpster from our new contractor. Per city ord. Went in washateria and talked to worker she called the owner and I talked to her on the phone.
3/4/2022	Hope Bullman	Approved	1019 W 6th St		
3/10/2022	Hope Bullman	Approved	307 S GULF BLVD		
3/14/2022	Hope Bullman	Denied	307 S Gulf Blvd		
3/14/2022	Hope Bullman	Approved	307 S GULF BLVD		
3/14/2022	Hope Bullman	Approved	307 S GULF BLVD		
3/15/2022	Hope Bullman	Approved	307 S Gulf Blvd		
3/15/2022	Hope Bullman	Approved	307 S GULF BLVD		
3/16/2022	Hope Bullman	Applied	307 S GULF BLVD		
3/21/2022	Hope Bullman	Approved	1019 W 6th St		
3/22/2022	Hope Bullman	In Progress	321 N GULF BLVD	Action Information	
3/22/2022	Hope Bullman	Applied	1216 W 9TH ST		
3/25/2022	Hope Bullman	Applied	719 S ave A	Action Information	
3/25/2022	Hope Bullman	Applied	803 N FRONT ST.	Action Information	
3/25/2022	Hope Bullman	Approved	311 E. Park		
3/25/2022	Hope Bullman	Applied	311 East Park Ave		
3/29/2022	Hope Bullman	Applied	100 N GULF BLVD	Action Information	
3/29/2022	Hope Bullman	Applied	23 S GULF BLVD	Action Information	
3/31/2022	Hope Bullman	Pending	Freeport Municiple Park		
3/31/2022	Hope Bullman	Applied	Freeport Municiple Park		



Finance, Court & Water Departments

Title: Monthly Report for March 31, 2022

Date: April 7, 2022

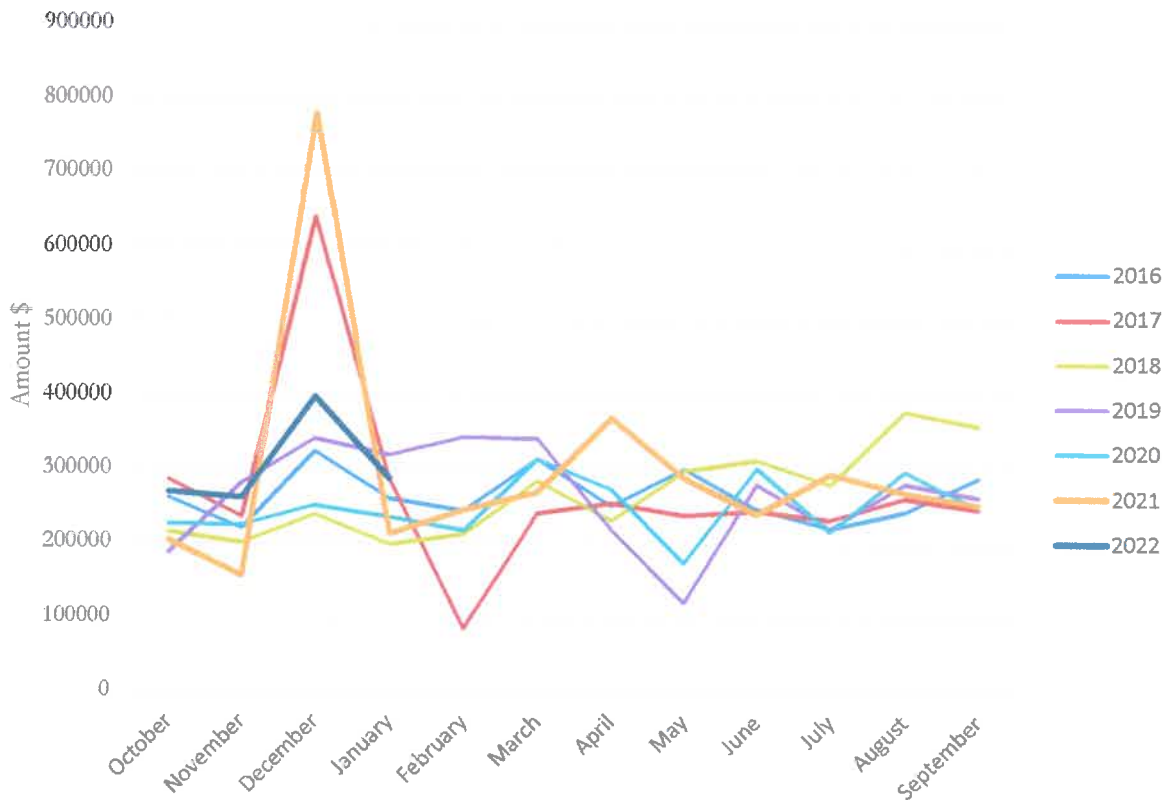
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of March 31, 2022 are \$12,131,320 or 64.91 % of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are less than last year at this time.

Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of March 31, 2022 are \$9,660,704 or 47.33% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by 2,470,616. The fund balance or reserves of the General Fund as of March 31, 2022 is \$9,982,443. This is 49.17% of the expenditure budget.

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of March 31, 2022 are \$3,170,292 or 48.12% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of March 31, 2022 are \$2,653,910 or 40.99% of the budgeted expenditures. Please note these are not the final expenditures. We are still processing all the year-end entries. See the attached Monthly Financial Report for more detail.

The revenues exceed the expenditures by \$516,382. The fund balance or reserves for the Water & Sewer Fund as of March 31, 2022 is \$601,418. This fund balance is only 9.46% of the operating expenditures.

Customer Service Department

The Water Department and Municipal Court have been re-organized into one department, the Customer Service Department. On March 14, 2022, the utility billing and cash collections functions migrated to Incode 10. Also, the printing and mailing of bills was outsourced as the bill moved from post card bills to statement bills.

The Municipal Court functions will be the next to move to Incode 10. The time line for this is approximately three months.

Other

The Finance, Human Resources, and Customer Service Department completed the review and purge of old records. We also re-organized the Vault to become the primary place for the storage of City records, with the help of the Building/Code and Public Works departments.

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

	FY2021 Actuals*	Adopted FY2022 Budget	Amended FY2022 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 6,412,389	\$ 7,457,056	\$ 7,511,827	\$ 7,511,827	
Revenues					
EMS	\$ 601,362	\$ 542,900	\$ 542,900	\$ 218,617	40.27%
Property Taxes	2,705,294	3,054,000	3,054,000	2,781,839	91.09%
Industrial Taxes	8,090,088	8,272,790	8,272,790	5,242,378	63.37%
Sales Tax	2,387,917	2,000,000	2,030,000	813,106	40.05%
Franchise & Other Taxes	636,793	723,100	723,100	265,082	36.66%
Permits	183,562	136,135	136,135	84,464	62.04%
Charges for Services	936,361	935,700	935,700	457,441	48.89%
Recreation/Rental	63,428	138,500	138,500	30,206	21.81%
Golf	717,239	625,000	625,000	326,875	52.30%
Municipal Court	176,376	406,200	406,200	80,919	19.92%
Grants	823,390	1,332,200	1,332,200	1,642,433	123.29%
Lease Income	242,901	123,402	123,402	39,494	32.00%
Miscellaneous	736,660	370,775	370,775	148,467	40.04%
Total Revenues	18,301,372	\$ 18,660,702	\$ 18,690,702	\$ 12,131,320	64.91%
Expenditures					
Administration	\$ 1,714,860	\$ 1,900,909	\$ 1,915,600	\$ 904,549	47.22%
Service Center	214,790	224,033	224,033	100,160	44.71%
Municipal Court	196,384	239,075	239,075	111,400	46.60%
Police	4,528,655	4,979,157	4,979,157	2,435,433	48.91%
Fire	1,441,915	1,401,566	1,405,481	611,072	43.48%
EMS	819,416	927,740	927,740	488,041	52.61%
Emergency Management	308,615	-	18,695	150,986	807.63%
Code Enforcement	393,536	420,845	438,205	154,017	35.15%
Building	311,517	358,098	358,098	99,347	27.74%
Garbage Collection	968,318	931,000	931,000	471,430	50.64%
Street & Drainage	1,330,808	1,431,147	1,460,781	701,902	48.05%
Beach Fund Expense	55,849	31,500	31,500	1,556	4.94%
Historical Museum	333,402	427,492	427,492	169,883	39.74%
Sr Citizens Commission	4,982	10,250	10,250	3,396	33.13%
Library	184,796	42,500	42,500	18,877	44.42%
Parks	1,332,358	1,281,967	1,306,104	514,290	39.38%
Golf	1,327,542	1,172,103	1,172,103	491,621	41.94%
Recreation	496,866	620,027	620,027	266,837	43.04%
Interfund Transfer to	1,410,846	4,051,815	4,051,815	2,040,908	50.37%
Interfund Transfer from	(173,520)	(150,000)	(150,000)	(75,000)	50.00%
Total Expenditures	\$ 17,201,934	\$ 20,301,224	\$ 20,409,656	\$ 9,660,704	47.33%
Revenue Over/(Under)					
Expenditures	\$ 1,099,438	\$ (1,640,522)	\$ (1,718,954)	\$ 2,470,616	
Ending Fund Balance	\$ 7,511,827	\$ 5,816,534	\$ 5,792,873	\$ 9,982,443	

*Actuals may change based on audit.

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

	FY2021 Actuals*	Adopted FY2022 Budget	Amended FY2022 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ (17,603)	\$ (598,386)	\$ 85,036	\$ 85,036	
Revenues					
Interlocal Revenue	\$ 163,635	\$ 4,000	\$ 4,000	\$ -	0.00%
Interest	1,417	500	500	470	94.07%
Misc Income	(208)	-	-	(69)	N/A
Misc Income Return Checks	505	1,000	1,000	425	42.50%
Utility Reimbursements	182,371	70,000	70,000	64,957	92.80%
Community Dev Grant	25,139	260,000	260,000	-	0.00%
Grant Revenue-Emergency P	(58,143)	-	-	-	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(23)	-	-	(65)	N/A
Water Revenue	3,248,117	3,764,000	3,764,000	1,677,406	44.56%
Water Revenue - Misc	5,493	-	-	25	N/A
Sewer Revenue	2,242,923	2,383,800	2,383,800	1,191,503	49.98%
Sewer Revenue - Misc	913	-	-	20	N/A
Sewer Surcharge	-	-	-	92	N/A
Water Tap Fee	14,800	14,000	14,000	16,466	117.61%
Sewer Tap Fee	-	-	-	40	N/A
Bad Debt Write-Off	2,589	1,000	1,000	728	N/A
Connect & Disconnect Fees	77,169	90,000	90,000	56,795	63.11%
Transfer from General Fund	-	-	-	161,500	
Proceeds from Bond Sale	4,845,000	-	-	-	N/A
Premiums from Bond Sale	300,036	-	-	-	N/A
Underwriter's Discount	(61,356)	-	-	-	N/A
Total Revenues	10,990,376	6,588,300	6,588,300	3,170,292	48.12%
Expenditures					
Salaries	\$ 100,431	\$ 126,059	\$ 126,059	\$ 53,266	42.25%
Benefits	38,323	53,168	53,168	23,290	43.81%
Supplies	48,979	46,850	46,850	24,744	52.82%
Services	5,203,971	5,322,160	5,322,160	2,246,344	42.21%
Maintenance	18,460	65,000	65,000	28,634	44.05%
Sundry	2,834	25,675	25,675	16,188	63.05%
Capital Outlay	241,058	260,000	382,239	35,095	9.18%
Debt Service Fees	79,576	-	-	-	N/A
Transfer to Debt Service	4,104	302,698	302,698	151,349	N/A
Transfer to CO2021 Bond Fund	5,000,000	-	-	-	N/A
Transfer from General Fund	150,000	150,000	150,000	75,000	N/A
Total Expenditures	10,887,737	6,351,610	6,473,849	2,653,910	40.99%
Revenue Over/(Under)					
Expenditures	\$ 102,639	\$ 236,690	\$ 114,451	\$ 516,382	
Ending Fund Balance	\$ 85,036	\$ (361,696)	\$ 199,487	\$ 601,418	

*Actuals may change based on audit.

Monthly Golf Course Report March2022

As we complete the first half of our fiscal year, I am very pleased with my staff on exceeding our fiscal year revenue goals and finishing off the first six months with the highest revenue ever for a March. I have attached more detailed numbers but some of the highlights are listed below

- Exceeded our first six month overall revenue goal by \$54,000
- All sub categories have exceeded revenue goals except merchandise which has been due to supply shortages.
- Membership is down from our covid membership spike, but still above pre covid numbers.
- Rounds of golf has exceeded our first six month goal as well with over 12,000 rounds during our winter season.

As we look to the second half we have more tournaments booked than previous years so this should give us a solid boost. Our tournament season starts in April and we have seven tournaments booked for the first two months.

Another area that continues to do well for the city is our jr program, which is focused on more family play, as well as introducing golf to our local kiddos.

If Mother Nature is kind to us this hurricane season we should continue to exceed our goals and get closer to my overall goal of 30,000 rounds of golf for a fiscal year.

Thank you

Brian

Rounds of Golf

Month	FY2020-2021	FY2021-2022
OCT	2396	1489
NOV	2407	2109
DEC	2022	2430
JAN	1860	1785
FEB	1364	1619
MAR	2252	2633
APR	2483	
MAY	1616	
JUN	2160	
JUL	1848	
AUG	2205	
SEP	1534	

24147

12065

Rounds of Golf

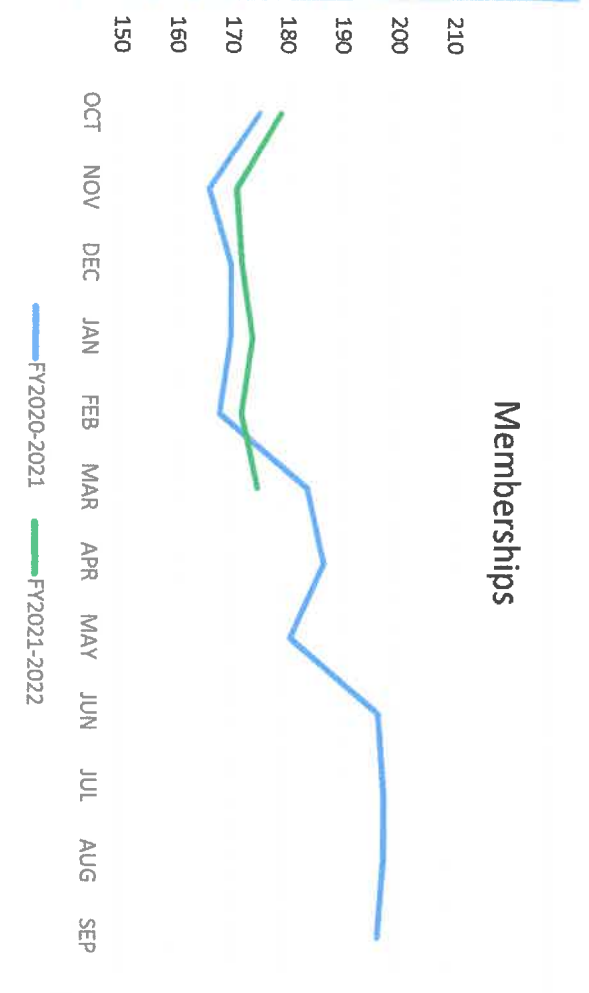


FY2020-2021

FY2021-2022

Memberships

Month	FY2020-2021	FY2021-2022
OCT	175	179
NOV	166	171
DEC	170	172
JAN	170	174
FEB	168	172
MAR	184	175
APR	187	
MAY	181	
JUN	197	
JUL	198	
AUG	198	
SEP	197	



Revenue for the fiscal years	
2005-2006	\$ 47,009.00
2006-2007	\$ 38,020.00
2007-2008	\$ 44,541.00
2008-2009	\$ 42,949.00
2009-2010	\$ 40,175.00
2010-2011	\$ 50,996.00
2011-12	\$ 41,662.00
2012-13	\$ 40,670.00
2013-14	\$ 34,325.00
2014-15	\$ 35,953.00
2015-16	\$ 33,172.00
2016-17	\$ 40,639.00
2017-18	\$ 27,027.00
2018-19	\$ 34,039.00
2019-20	\$ 42,407.50
2020-2021	\$ 62,702.91
2021-2022	\$ 51,147.84
October	\$ 38,020.00
November	\$ 27,799.00
December	\$ 34,148.00
January	\$ 38,163.00
February	\$ 29,092.00
March	\$ 44,484.00
April	\$ 52,898.00
May	\$ 49,583.00
June	\$ 38,039.00
July	\$ 40,396.00
August	\$ 40,352.00
September	\$ 35,529.00
Total	\$ 477,492.00

\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,702.91	\$ 51,147.84
\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,305.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 40,933.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00
\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,796.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,896.00	\$ 40,933.00	\$ 48,396.47	\$ 56,927.48	\$ 56,586.76
\$ 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	\$ 23,865.55	\$ 56,651.51	\$ 47,116.31
\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,939.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,449.00	\$ 30,448.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22
\$ 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	\$ 52,056.00	\$ 21,772.00	\$ 52,056.00	\$ 52,056.00
\$ 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	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37
\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 46,083.00	\$ 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	\$ 58,401.78
\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,957.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 56,322.00	\$ 62,154.13	\$ 63,469.78	\$ 63,469.78
\$ 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	\$ 43,987.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 57,641.43
\$ 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	\$ 23,888.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 57,091.00
\$ 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	\$ 45,708.61
\$ 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	\$ 336,603.34

City of Freeport
Culture, Recreation & Tourism Department
Monthly Summary Report

March 2022

FREEPORT HISTORICAL MUSEUM & VISITOR CENTER

Exhibits

Enduring East End on Saturday, March 19th was a great success, drawing in a diverse group of locals to listen to guest speaker Lila Mae Lloyd and honor Freeport's East End Community.



Guests stuck around for most of the day enjoying camaraderie and finger foods.

Text for interpretive panels regarding Cabeza de Vaca, Slavery in Brazoria County, and the Texas Navy were revised and edited and will be designed upon the reception of necessary images.

Staff Updates

On March 2nd, both wall partitions ordered from Versare arrived damaged. Attempts were made with Versare customer service to rectify the situation, but no agreeable terms could be met. As a result, the order was cancelled and alternative options will be considered moving forward.



Throughout the month of March, Wade volunteered at *The Alamo* and *Presidio La Bahia* to help with their annual commemoration events; participating in outreach opportunities to help promote this year's Fort Velasco Day.



Toward the end of March, Wade attended the Texas Association of Museums (TAM) Annual Conference in Waco where it was announced that he was elected as the Chairman for the Collection Managers Committee, an affinity group of TAM.



Maintenance staff members John & Holden did a fantastic job of installing the Fort Velasco panel in the corner of the museum, completing the displays for this section of the museum.



SPECIAL EVENTS

Spring Market Days kicked off in March, including more than twenty vendors. Sponsored by the FEDC, activities included live music by the Mark May Band, vintage cars from Classic Cars of Brazoria County, chalk art and cornhole. A huge thank you to Public Works staff that worked the event.





MAIN STREET

The Texas Main Street Resource Team visit is scheduled for the first week of April. The visit is expected to include meetings with EDC, local business and stakeholders, and City administrators to review properties and discuss our strengths and weaknesses as we prepare to bring historic downtown back to life.



Human Resources Monthly Report

Date: April 6, 2022

HR TEAM: Cathy Ezell, Donna Fisher and Mary Chavez

HR Services Team Priorities and Results for March 2022:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - **Brittany Lashlee – Dispatcher – Police Department**
 - **Michael Smith – Part-time Range Attendant – Golf Course**
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had zero (0) employee terminations for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had one (1) employee separation in March. One employee retired from the Customer Service department.
 - **Internal Transfers/Promotions:** We had zero (0) internal transfers/promotions in March.
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Economic Development Director
 - Lifeguards - Seasonal
 - Firefighter/EMT – Full and Part Time
 - Building Inspector
 - Part-time Pro Shop Attendant
 - Dispatcher
 - 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 zero (0) unemployment appeals during the month of March. We have won one (1) unemployment appeal cases this calendar year (Jan.- December). The City's account will not be charged for this unemployment claim.
 - **Workers Compensation Claims:** We had two (2) active Workers Comp. claims in March; one (1) in Fire, and one (1) in Public Works.
 - **Family & Medical Leave Cases (FMLA)-** We had six (6) active FMLA cases in March.

- **Property/Liability/Accident Claims-** We had zero (0) new property claims in March. We have updated property, vehicle and mobile equipment schedules and met with Cheryl Nixon from TMLIRP in preparation for re-rate process
- **Record Retention:** We are continuing to move files that are not in current use but need to be retained to the vault.
- **Employee Benefits:** The initial set-up of the Sick Leave Pool is complete, with 19 employees participating and a total of 302 hours donated. Additional enrollments/contributions can be made during Open Enrollment.
- **Training/Development:** We are making a list of webinar/video trainings available from TML to develop a regular training schedule.

Priorities for April:

- **Training/Development** – Work with Department Directors to determine which training programs are most urgent and ways to implement training schedule.

Information Technology Monthly Report

- Migration of City staff and network infrastructure to 3rd floor
- Active Directory/365 Synchronization for Single Sign on (SSO)
 - Geofence All city traffic to improve security
 - Begin unification of all city networks under one domain
- Identify and track existing technical assets for city use

Upcoming Projects:

- Helpdesk/Ticketing support.
- Automated patching and reporting.
- In-depth asset management tracking.
- Bandwidth upgrades and backup network support.
- Focused monthly analytics and network reports.

APRIL 2022





FREEPORT POLICE DEPARTMENT

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

Lt. Corey Brinkman
CID Commander

Raymond Garivey
Chief of Police

Capt. Danny Gillchriest
Patrol Division Commander

To: Mayor and Council

During the Month of March my officers responded to 1854 calls for service. Those calls include all crime related calls, calls for citizen assistance, Animal Control calls, citizen contact and traffic stops. Anytime an officer calls out on the radio, a call type is generated.

Significant Incidents:

We had (5) death investigations in the Month of March. In all five cases there were no signs of foul play and all the deceased were on hospice care.

We also saw an increase in CPS referral cases sent to our office for investigation. We had (4) sent to us and all are being investigated by Detective Sergeant Cardozo. All appear to be allegations of neglect and physical abuse.

Community Events:

The police department participated and supported the grand opening of the Sienna Villas Apartments located at 902 N Ave J. New owners came in and rehabbed the entire complex. They have assured us that they will work with the police on evicting those who wish to commit crimes in our city and in their apartment community.

The Police Department held another blood drive. As always, we had an amazing turnout. We are blessed to have so much support from our community.



To Protect, Serve, Model Integrity and Demonstrate Professionalism

Employee of the Month:

During the Month of March, I received a letter from Assistant District Attorney Hunter White Commending Officer Ulisses Treto on the way he investigated a DWI case that Officer Treto was the arresting officer. The defendant failed standard field sobriety test and was arrested on suspicion of DWI. The defendant became increasingly belligerent and refused to provide a sample of breath. Treto discovered that the defendant had a previous DWI case pending in Brazoria County. Officer Treto went above and beyond by applying for a blood warrant and obtaining a sample of the defendant's blood. Subsequent analysis later found the defendant's blood to be over the legal limit. Officer Treto's quick thinking and follow-through allowed the appropriate charges to be brought against the defendant. The whole time Officer Treto was extremely professional and demonstrated clear knowledge of both the circumstances and the law. ADA White wrote in his commendation letter that Officer Treto is truly a great peace officer for our State and county and looked forward to seeing any cases with his name on it come across his desk. Because Officer Treto went above and beyond during this DWI investigation, he has been selected as the Employee of the Month for March.

Open Positions:

We currently have no vacant positions at the police department. We filled our Dispatch positions but possibly have one dispatcher about to retire later this month.

Chief Raymond Garivey

Freeport Police Department

(979) 415-4187

Property & Geographic Information Systems

Monthly Report

March 2022

Property:

- Lien Calculations/Payoff Preparations/Releases – Collected: \$ 0.00

Information Technology:

- Update website
- Update social media
- Attended 2 Boards/Commissions meetings for setup and broadcast

GIS:

- Update ownership data
- Departmental Map Requests
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests
- Illumination Lighting

Projects:

- Surplus Auction 10%
 - Upcoming: Shark Exhibit
 - General Items
- Marlin Avenue (Bridge Harbor) 5%
 - Renumbering of Addresses for 911 purposes

PUBLIC WORKS MONTHLY REPORT APRIL 2022

City of Freeport

Public Works Organization Chart



Key Activities

Parks / Grounds 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.

Activities this month:

1. Mow and Landscape (9) City Parks weekly
2. Mow, and drag (5) youth baseball/softball fields daily
3. Mow football and soccer fields weekly
4. Mow big lots weekly
5. Mow landing weekly
6. Mow and landscape around (6) city buildings weekly
7. Litter control city right-of-way's weekly
8. Litter control (2) beaches daily
9. Clean and sanitize public restrooms at (2) parks daily
10. Weed and maintain flower beds city wide

Key highlights this month:

1. Prepare and set up facilities for rentals
2. Field Turf Maintenance
3. Parks Equipment Maintenance

Parks

Play Ground Maintenance

Turf Maintenance

Athletic Field Maintenance

Insect Control

Tree/Shrub Trimming

Parks Mowing

0 5 10 15 20 25 30 35 40 45



Key Activities

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.

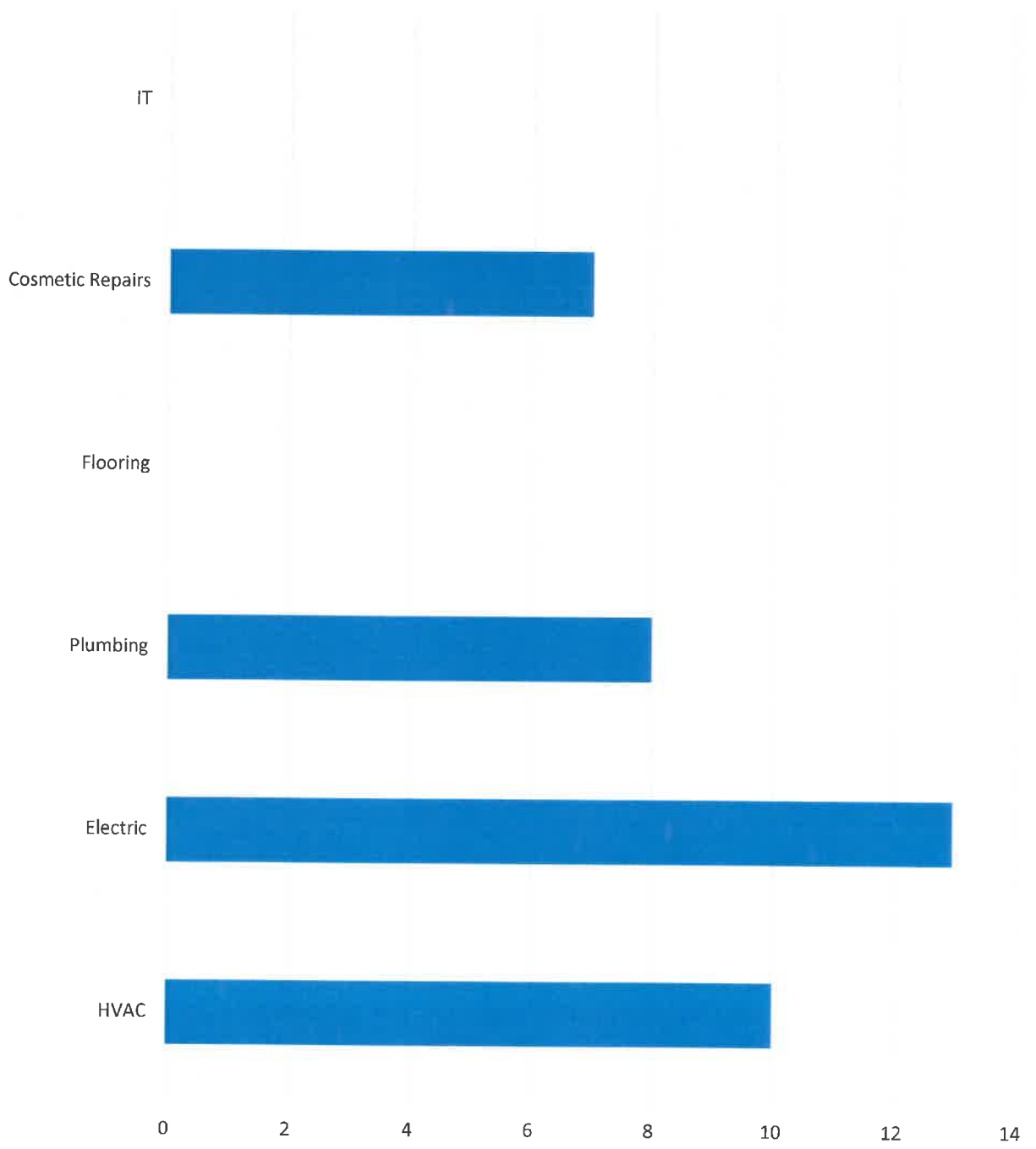
Activities this month:

1. River Place – repair men's restroom door
2. River Place – seal screws in roof
3. City Hall – troubleshoot and repair trane app for HVAC system
4. City Hall – Install new boiler parts
5. Hang Banners for events
6. PD – replace LED lighting in office area
7. City wide – repair and adjust school zone lighting
8. FCHP – replace o rings on splash pad
9. River Place – install new vent piping
10. Velasco Bridge – repair electrical on antique lighting
11. City Hall – install electrical outlets on 3rd floor

Key highlights this month:

1. Preventative maintenance HVAC systems citywide
2. River Place – repair floor machine
3. FMP – repair park equipment

Building Maintenance



Key Activities

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.

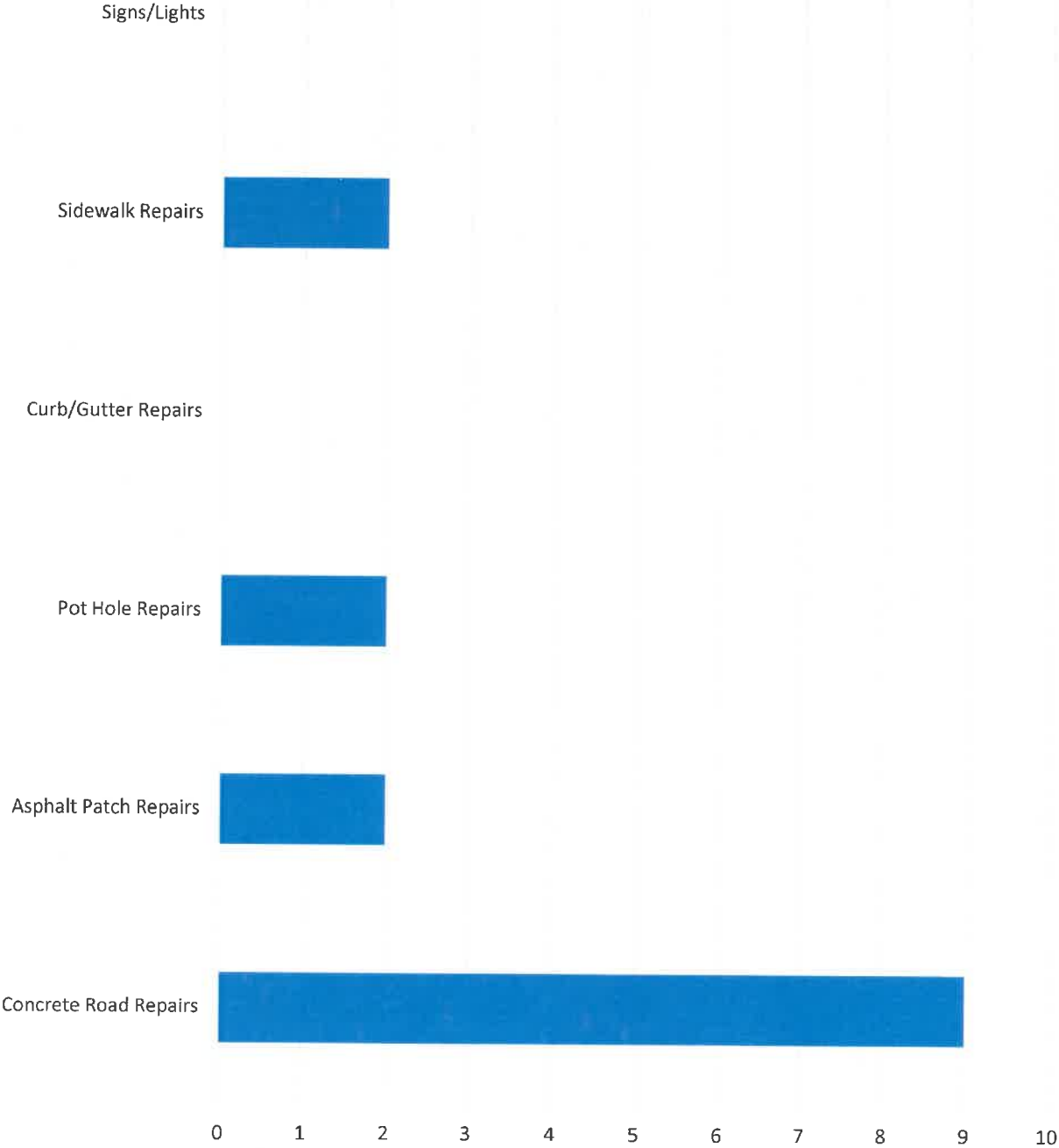
Activities this month:

1. Patch potholes all Quadrants
2. Beech/6th – finish concrete pour
3. 1495 @ RR Crossing – remove and make new asphalt patch
4. 222 Ave C – asphalt patch
5. Hickory/7th – remove concrete, repair drainage inlet and pour back
6. 8th/Locust – saw cut concrete for future repair
7. Yaupon/Dixie – remove failed road, curb and sidewalk
8. Yaupon/8th – repair, set forms and pour road, curb and sidewalk
9. Maintain message boards
10. Replace faded street signage

Key highlights this month:

1. Ave A – removed 3 trees in preparation of new sidewalk

Streets



Key Activities

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.

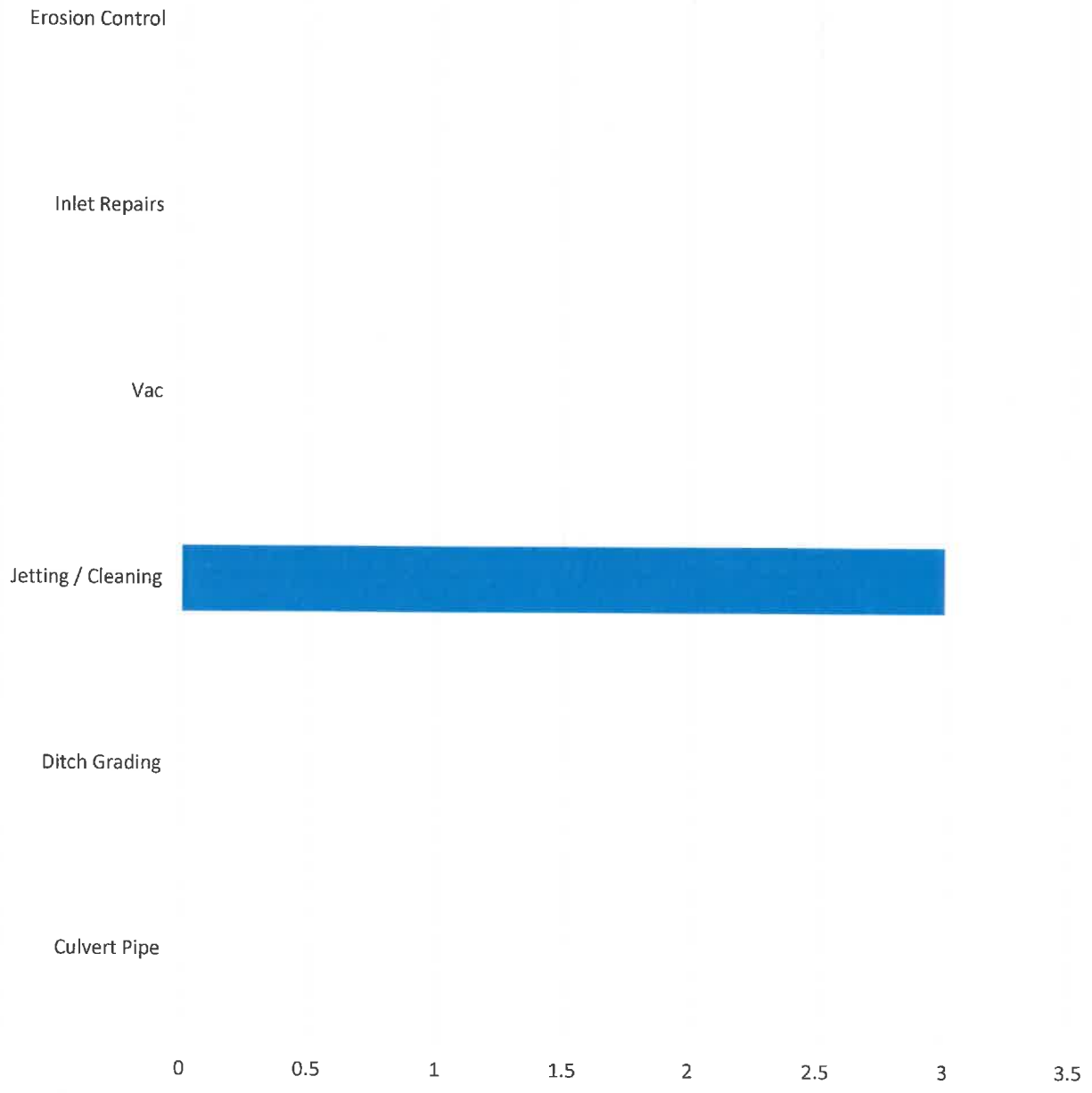
Activities this month:

1. Mow and weed eat all quadrants
2. Britt Bailey from Ave A to B – grade ditch
3. S Ave C – jet culvert piping
4. 413 S Ave B – jet culvert piping
5. 7th/Hickory – assisted with concrete pour
6. Preventative maintenance on storm water pump stations
7. Pot Holes in alley of 5th, 6th, 7th, 8th
8. Clean citywide storm drain inlets
9. Pot Holes in alley at 4th / Broad
10. Street sweep all quadrants
11. 107 S Ave B – jet culvert piping
12. N Ave S – install culvert piping

Key highlights this month:

1. Slaughter road – removal of culvert pipes

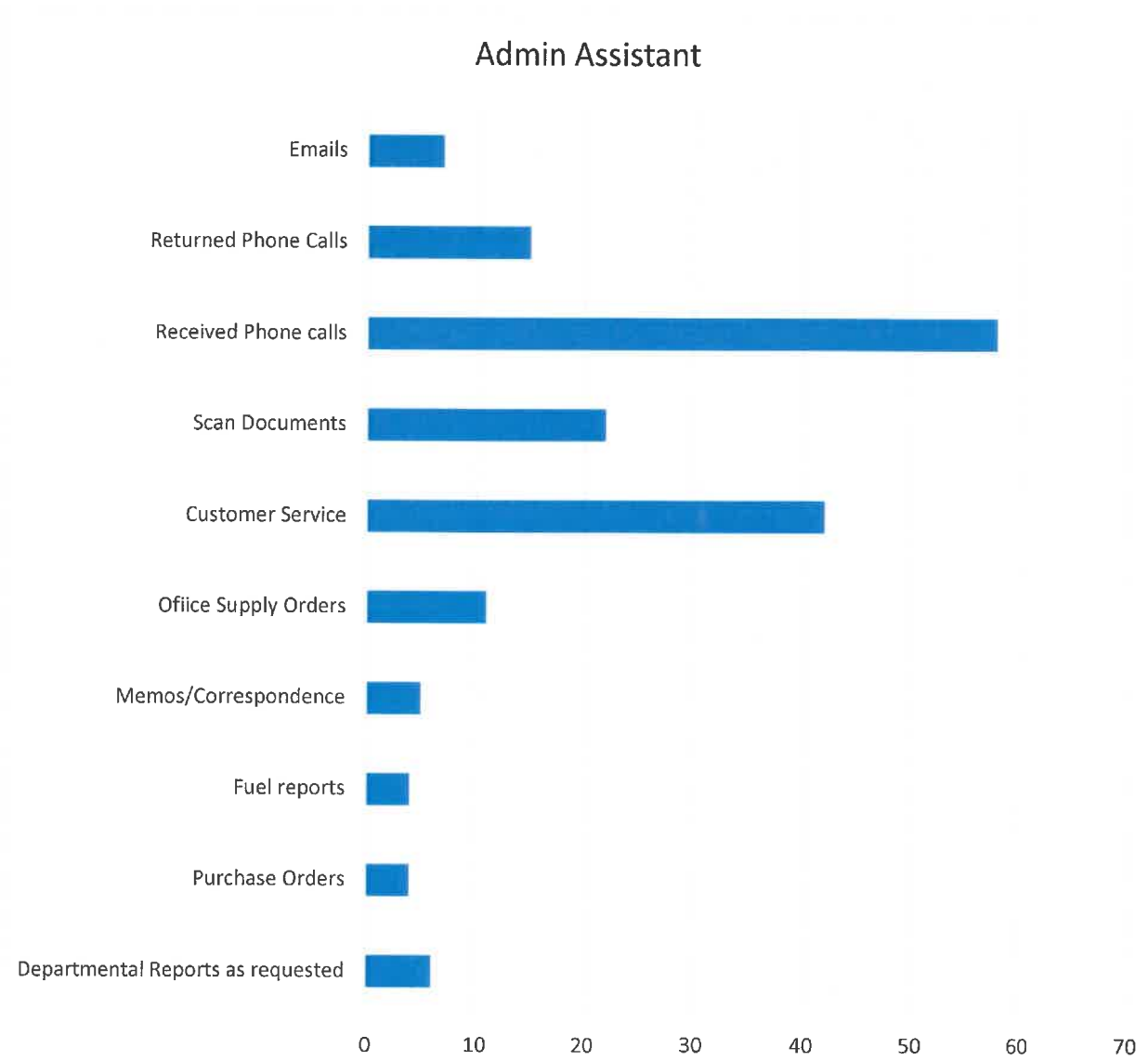
Drainage



Key Activities

Administration

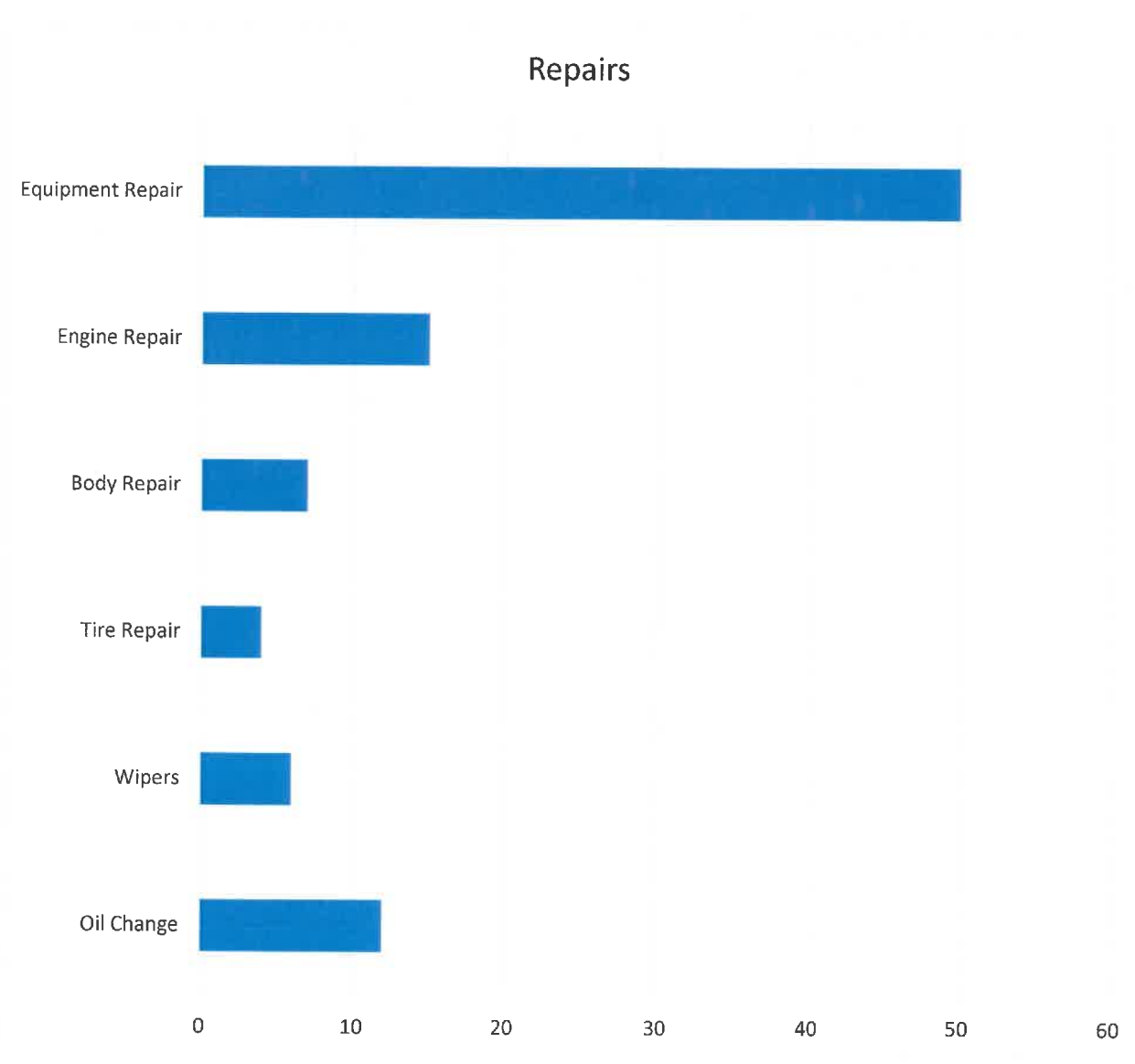
Under the direction of the Director of Public Works, this position is responsible for all customer service and administrative work for the department



Key Activities

Fleet Maintenance

Under the direction of the Director of Public Works, this division is responsible for all repairs and maintenance of the city's Fleet



Key Activities

Facilities

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 Facilities, building grounds and open spaces.

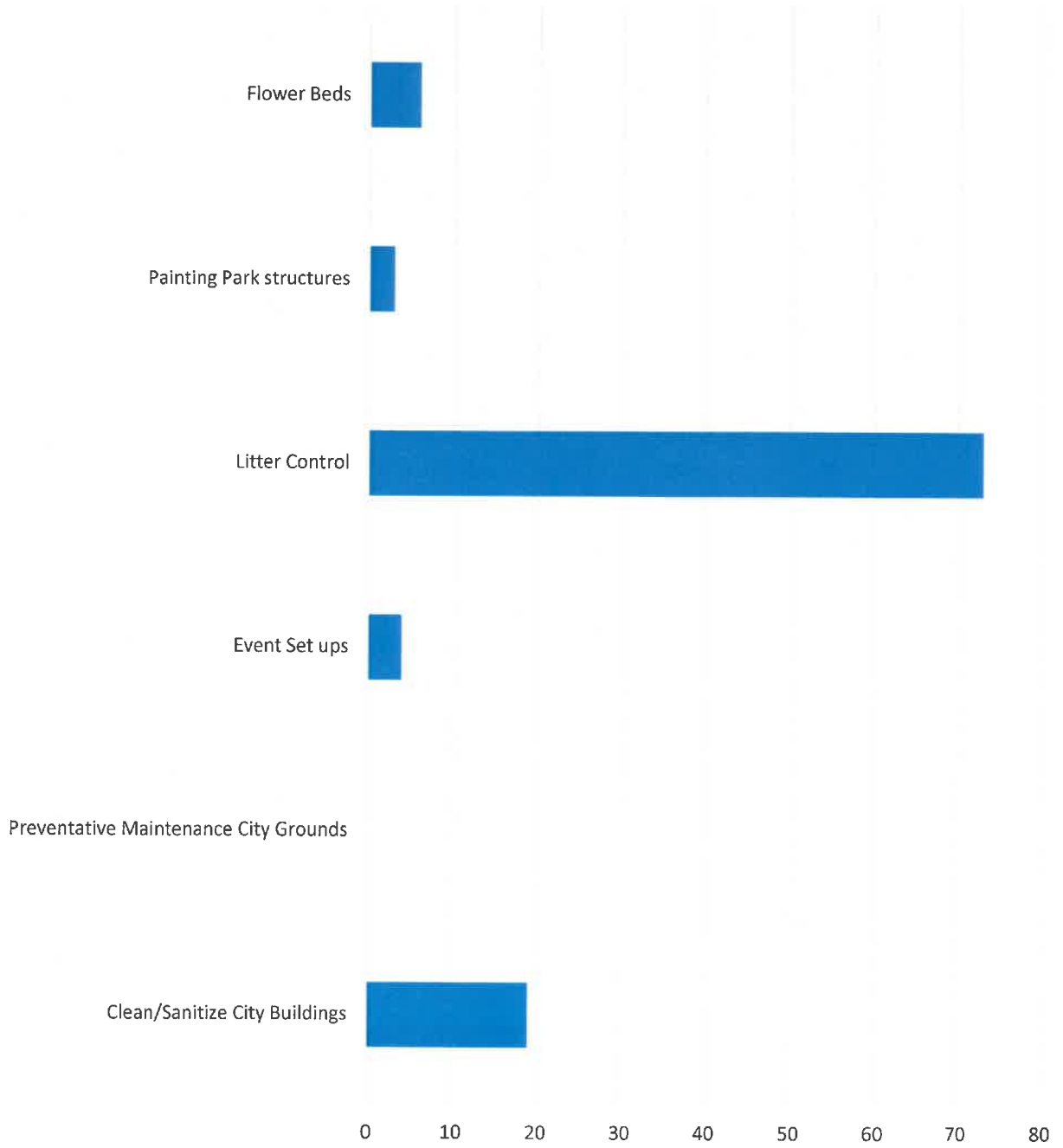
Activities this month:

1. Museum – flower bed maintenance
2. Pixie House – flower bed maintenance
3. City Wide – trim trees
4. Riverplace – flower bed maintenance
5. City Hall – flower bed maintenance
6. Velasco House – flower bed maintenance
7. Bryan Beach – litter control
8. Surfside Beach – litter control

Key highlights this month:

1. Facility clean/set up rentals
2. Litter Control city wide
3. Clean and sanitize all city facilities

Facilities



Key Activities

Recreation

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

- Seniors Day was March 21st (Every 3rd Monday of the month)
- Staff Updates- We are looking for Lifeguards for our pool season after school ends this year.



- Events- We are working on: Easter Eggstravaganza & Riverfest. Easter Eggstravaganza was held on April 9th and Riverfest will be held on April 29 & 30th.



- Current Programming- We have one Zumba instructor that has classes 8:30- 9:30 am on Mondays, Wednesdays and Saturdays. Our Step Aerobics class is on Tuesdays and Thursdays 6pm-7pm.

- Facebook Data-

	December	January	February	March
People like Freeport Recreation page	3,048	3,073	3,103	3,136
People follow The Freeport Recreation page	3,133	3,168	3,198	3,241

- Revenue-

	December	January	February	March
Adult Daily Pass	\$95	\$250	\$275	\$295

Child Daily Pass	\$63	\$77	\$109	\$92
Senior Daily Pass	\$24	\$30	\$39	\$150
Student Daily Pass	\$249	\$234	\$159	\$213

	December	January	February	March
Monthly Membership Family	\$120	\$90	\$60	\$270
Monthly Membership Individual	\$240	\$540	\$640	\$620
Monthly Membership Senior	\$120	\$180	\$140	\$190
Monthly Memberships Youth	\$120	\$60	\$60	\$70

	December	January	February	March
Monthly Membership Individual	107	93	202	231
Monthly Membership Family	28	11	27	75
Monthly Membership Senior	64	40	76	121
Monthly Memberships Youth	72	35	54	65
City Employee	76	30	53	61
Daily Admissions-Adult	1	1	12	55
Daily Admissions-Senior	12	49	13	50

•Attendance-

Projects:

1. Concrete bid roads Phase I – has started
2. Continue to work on a Sidewalk replacement plan for the City.
3. Public Works building – Foundation has begun
4. Landing repairs – receiving quotes, EDC for additional funding
5. Levee walkway – delay in materials, estimated start week of April 25 (15-day completion time)
6. Reviewing alternatives for soccer field improvements
7. Senior baseball field project – infield, fence complete, EDC additional funding for lighting

8. Entrance Palm tree re construction – quote received will be taking to EDC for funding assistance
9. Velasco/Ave A sidewalk installation – 80% complete
10. City Hall boiler repair - Complete