



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, DECEMBER 7, 2020 at 6:00 P.M.**

Mayor:

Brooks Bass

Council Members:

Ken Green
Jerry Cain
Mario Muraira
Roy Yates

City Manager:

Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 7TH DAY OF DECEMBER 2020, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

BECAUSE OF THE PUBLIC HEALTH THREAT, SEATING WILL BE POSITIONED TO MEET THE REQUIREMENTS OF THE CDC, AND ATTENDEES WILL BE REQUIRED TO WEAR A FACE MASK.

OR YOU MAY JOIN THE PUBLIC MEETING REMOTELY BY TELECONFERENCE BY DIALING:

(425) 436-6312 AND USING ACCESS CODE 5678901#

OR

AUDIO VISUAL CONFERENCE CALL USING:

PCs, Macs®, Chromebooks™, iOS and Android™ phones and tablets.

International dial-in numbers: https://fccdl.in/i/council_mtg_120720

For users wanting to view and listen to the council meeting via a web browser go to

https://join.freeconferencecall.com/council_mtg_120720

enter access code 5678901# and the online meeting code is: council_mtg_120720.

OR

Visit the App Store or Google Play to download FreeConferenceCall. Enter the phone number, access code and online code listed above to view the meeting.

REMOTE PARTICIPANTS WILL NOT BE ABLE TO ADDRESS COUNCIL DIRECTLY. **COMMENTS FROM REMOTE PARTICIPANTS MUST BE SENT VIA EMAIL TO publiccomments@freeport.tx.us ANY TIME PRIOR TO, OR DURING THE MEETING ALL COMMENTS RECEIVED WILL BE READ ALOUD INTO THE RECORD.**

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. Emergency management briefing COVID-19. **(Motley/Garivey)**

CONSENT AGENDA:

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately

2. Consideration and possible action on the approval of City Council meeting minutes from November 17, 2020. **(Wells)**
3. Consideration and possible action on the approval of road closures for Triathlon.

COUNCIL BUSINESS – REGULAR SESSION:

4. **Public Hearing:** Public Hearing and possible action on plat of Survey being a 3.577 acre tract Lots 445, 446 and 447, Block 3 of Bar X Ranch, section two vol. 16, pg. 119 B.C.P.R. in Samuel Carter survey, Abstract No 53 in Brazoria County, Texas. **(Shoemaker)**

5. **Public Hearing:** Public Hearing and possible action on Amended Plat of Brazos Shore, Section 1 a Subdivision of a called 2.4240 acre tract recorded in County Clerk's file no. 18-032479 of the Brazoria County Plat records in the Stephen F. Austin survey Abstract 32 City of Freeport, Brazoria County, Texas November 2020. **(Shoemaker)**
6. **Public Hearing:** Public Hearing and consideration of approving Resolution No. 2020-2666 regarding a proposed Chapter 380 Economic Development Agreement between the City of Freeport and Cundieff Family Partnership Ltd. **(Kelty)**
7. Consideration and possible action approving Ordinance No. 2020-2620 for proposed 2019-2020 budget amendment #4. **(Russell)**
8. Consideration of approving revisions to the County Interlocal street plan. **(Petty)**
9. Consideration and possible approval of Ordinance No. 2020-2621 updating the FEMA flood maps. **(Shoemaker)**

WORK SESSION:

10. **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 Green Ward A announcements and comments.
 - C. Councilman Cain Ward B announcements and comments.
 - D. Councilman Muraira Ward C announcements and comments.
 - E. Councilman Yates 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:

11. Executive Session regarding a.) (Potential Litigation) consultation with city attorney, b.) (Deliberations about Real Property), in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072.

COUNCIL BUSINESS – REGULAR SESSION:

ADJOURNMENT:


12. Adjourn.
-

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

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

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

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


Betty Wells, City Secretary
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Tuesday, November 17, 2020, 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 Jerry Cain
Councilman Ken Green
Councilman Mario Muraira
Councilman Roy E. Yates

Staff: Tim Kelty, City Manager
Stephanie Russell, Assistant City Manager
Betty Wells, City Secretary
Laura Tolar, Assistant City Secretary/ Special Projects Coordinator
Chris Duncan, City Attorney
Brenda Miller-Ferguson, Human Resource Director
Billy Shoemaker, Freeport Building and Code Director
Ray Garivey, Freeport Police Chief
Lance Petty, Public Works Director
Chris Motley, Freeport Fire Chief
Giselle Hernandez, Accounts Payable Specialist
Clarissa Molina, Administrative Assistant

Visitors:

Jerry Meeks (Veolia)	Abigail Muraira
Manning Rollerson	Ruben Renabato
Nicole Mireles	Sam Reyna
Eric Venable	Sheryl Deharde
Chuck Deharde	Robert Koole
Ed Garcia	Jacob Brown
Eric Venable	

Visitors, Via Teleconference:

Melissa Washington (GLO)	Teresa
Amanda	Vander Williams
Jessie Parker	

Call to order.

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

INVOCATION AND PLEDGE OF ALLEGIANCE:

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

COUNCIL BUSINESS:

Consideration and possible action approving Ordinance No. 2020-2617 canvassing the returns and declaring the results of the November 3, 2020 Charter Amendment Election.

City Manager Tim Kelty presented to council Ordinance No. 2020-2617 canvassing the returns and declaring the results of the November 3, 2020 Charter Amendment Election. He said that there were eight questions presented to the public, and they were all adopted.

On a motion by Councilman Cain, seconded by Councilman Yates, with all present voting "Aye" 5-0 Council unanimously approved Ordinance No.2020-2617 canvassing the returns and declaring the results of the November 3, 2020 Charter Amendment Election.

Consideration and possible action approving Ordinance No. 2020-2618 canvassing the returns and declaring the results of the November 3, 2020 election, signing the required affidavit and administering the Oaths of Office by the successful candidates.

City Manager Tim Kelty presented to council Ordinance No. 2020-2618 canvassing the returns and declaring the results of the November 3, 2020 election, signing the required affidavit and administering the Oaths of Office by the successful candidates. He said that this election was for the positions of Ward A and Ward C. In Ward A there were five candidates, and none received the majority of the votes. Ward A will have a runoff election on December 15, 2020 between Larry McDonald, and Jeff Pena. In Ward C it was declared that Mario Muraira was the winner.

On a motion by Councilman Yates, seconded by Councilman Green, with all present voting "Aye" 5-0 Council unanimously approved Ordinance No. 2020-2618 canvassing the returns and declaring the results of the November 3, 2020 election, signing the required affidavit and administering the Oaths of Office by the successful candidates.

Administer Oath of Office to newly elected Council Member to Ward C.

City Secretary Betty Wells, administered the Oath of Office to newly elected Council Member to Ward C, Mario Muraira.

Citizen's Comments

Jeff Pena passed out information to council, he spoke to council of his concern of street lights that are out in each Ward of the City.

Manning Rollerson spoke to council about the street lighting on Cherry Street. He also spoke of his concern of the speeding traffic that drives down Cherry Street. Mr. Rollerson spoke of his concerns of the conditions of his daughter's apartment.

Mayor Bass read a public comment from Maria Gonzalez. Ms. Gonzalez is a counselor with Gulf Coast Center's Texans Recovering Together, Crisis Counseling Program. She said that they are offering free and confidential services for anyone affected by COVID-19 in Brazoria and Galveston Counties.

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

Presentation of Employee of the Month for the month of October 2020.

Freeport Public Works employee Danny Erwin was presented with a certificate recognizing him for Employee of the Month, for the month of October 2020.

Presentation of Life Saving Award.

Freeport Police Chief Ray Garivey presented a Life Saving Award to Jacob Brown, Chuck Deharde, Sheryl Deharde and Eric Venable for their heroic actions during an emergency at Bryan Beach on October 18, 2020.

COUNCIL BUSINESS – REGULAR SESSION:

Consideration and possible action on the approval of City Council meeting minutes from November 2, 2020.

On a motion by Councilman Cain, seconded by Councilman Yates, with all present voting “Aye” 5-0 Council unanimously approved the Meeting Minutes from November 2, 2020.

Consideration and possible action of selecting a Mayor Pro Tem.

City Manager Tim Kelty, presented to council the possible action of selecting a Mayor Pro Tem. He said that this position is now vacant. And per the charter a Council Person must serve for at least two years on Council.

On a motion by Mayor Bass, seconded by Councilman Cain, with all present voting “Aye” 4-0 Council approved selecting Councilman Yates as Mayor Pro Tem. Councilman Yates abstained from voting.

Consideration and possible action to adopt Ordinance No. 2020-2619 calling the Runoff Election of Council Position for Ward A.

City Manager Tim Kelty presented to council Ordinance No. 2020-2619 calling the Runoff Election of Council Position for Ward A. He said that early voting will begin on November 30, with Election Day being December 15. This is for Ward A, between Larry McDonald and Jeff Pena.

Mayor Bass announced the dates of early voting.

November 30-December 4, 8AM-5PM

December 5, 7AM-7PM

December 7-9, 8AM-5PM

December 10-11, 7AM-PM

On a motion by Councilman Yates, seconded by Councilman Muraira, with all present voting “Aye” 5-0 Council unanimously approved Ordinance No. 2020-2619 calling the Runoff Election of Council Position for Ward A.

Consideration and possible action for appointment of Council Representative to Zoning Ordinance Steering Committee.

City Manager Tim Kelty presented to council the possible action for the appointment of Council Representative to Zoning Ordinance Steering Committee. He said that staff recommends the appointment

of one volunteer from City Council, and one from each of the Planning Commission, Board of Adjustments, and the EDC, and some volunteers from the community.

Councilman Muraira volunteered to be a representative for the Zoning Ordinance Steering Committee.

Mayor Bass said that he would like each Council to nominate a person from each Ward. And Mayor Bass said that he would like to be added to this committee as an Ad-Hoc.

On a motion by Councilman Cain, as stated and seconded by Councilman Yates, with all present voting "Aye" 5-0 Council unanimously approved the appointment of Council Representative to Zoning Ordinance Steering Committee.

Consideration of authorizing the purchase of public safety vehicles for the Freeport Police and Fire Department.

Assistant City Manager Stephanie Russell presented to council the purchase of public safety vehicles for the Freeport Police and Fire Department. She said that these four vehicles were budgeted in the 2021 budget, but however Police Departments vehicle's will be over the budgeted amount. Ms. Russell said there were funds located in other accounts that have not been expended that can be used for this overage.

Mayor Bass asked what cuts the department is anticipating to use to offset this? Ms. Russell said that there were savings in other line items that came in less. She also said that there were some credits. Mayor Bass asked if these savings will not cut into any public safety issues. Ms. Russell said this is correct.

Chief Motley said that he is purchasing a Chevy Tahoe for the EMS Coordinator.

Mayor Bass said the vehicles being purchased for the PD are two patrol cars and one truck. Chief Motley said he believed so.

On a motion by Councilman Cain, and seconded by Councilman Green, with all present voting "Aye" 5-0 Council unanimously approved the purchase of public safety vehicles for the Freeport Police and Fire Department.

WORK SESSION:

Mayor Bass said if you are called to volunteer please consider this, he said you are being asked because we feel you are an asset to the City. He also congratulated and welcomed Councilman Muraira to the council. He also said that he wanted to say that he enjoyed his time with working with Councilwoman Loeza. He said that he feels she brought a lot of talent for the city. He said that he appreciates her service and we wish her well. Mayor Bass said that the Director reports are very detailed and he really appreciates that.

Councilman Green had no comment.

Councilman Cain said that he likes the idea of appointing someone from the Wards for the Steering Committee. He said that he encourages the public to let council know if they believe someone should be nominated.

Councilman Muraira said that there are three potholes on Zapata, he asked if we could get those holes covered. He said that on North G and Sweeney Street there was piping has been taken out, and dirt just

put over it, he asked will this be fixed anytime soon? Lance Petty said this will be fixed in the next week or so.

Councilman Yates said that he feels bad for the drownings. He said that there has to be some kind of signs that we can put up, he said we have to figure something out that these signs can't be taken down.

City Manager Tim Kelty said that he wanted to recognize Ms. Russell and her staff for the 140 applications for the Utility Relief Fund that came in. He said that 90 applications have been reviewed and signed off on.

Update on reports / concerns from Department heads

No comment from department heads.

Open session was closed at 6:49 pm and Council entered into Executive Session.

CLOSED SESSION:

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), 212 East Park Ave in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.074.

REGULAR SESSION

Mayor Brooks Bass reconvened regular session at 7:19 P.M.

There was no action taken.

Adjourn

On a motion by Councilman Yates, seconded by Councilman Cain, with all present voting "Aye", Mayor Brooks Bass adjourned the meeting at 7:19 PM.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 3

Title: Triathlon Road Closures

Date: December 7, 2020

From: LeAnn Strahan, Director of Culture, Recreation & Tourism

Staff Recommendation:

Staff recommends approval of the requested road closures in reference to the I Tri Triathlon event routes scheduled for Saturday, June 19, 2021.

Item Summary:

Tina Whiteford, Director of I Tri Events, has requested to host a triathlon to begin and end at Riverplace on Saturday, June 19, 2021. The event will commence at 7:00am following announcements and will host awards ceremonies beginning at 9:00am.

The proposed bike path begins at Freeport Municipal Park. Bikers will exit the park proceeding north onto N. Brazosport Blvd., east onto Gulf Blvd., North on Velasco, south on FM 1495, west on HWY 36 and exiting the HWY 288 feeder continuing north on N. Brazosport Blvd. returning to the park to complete the route.

The proposed run path begins in FMP Park exiting north on Quintana, east at Ave. B, south on Munson and east on N. Front St., proceeding to N. Velasco crossing the bridge to 2nd St. and briefly heading west to turn into the Freeport Community Park. Runners will then follow the levy around ending at Riverplace.

Background Information:

This group, based out of Houston, is new to hosting events in Freeport. The Director anticipates 400-500 participants which will provide the City the opportunity to showcase its unique amenities to new guests and possibly introduce a new event to the annual calendar.

Special Considerations

As the event date draws near, we will meet to discuss event security, road closure set up and COVID restrictions appropriate for summer outdoor events.

Financial Impact:

N/A

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

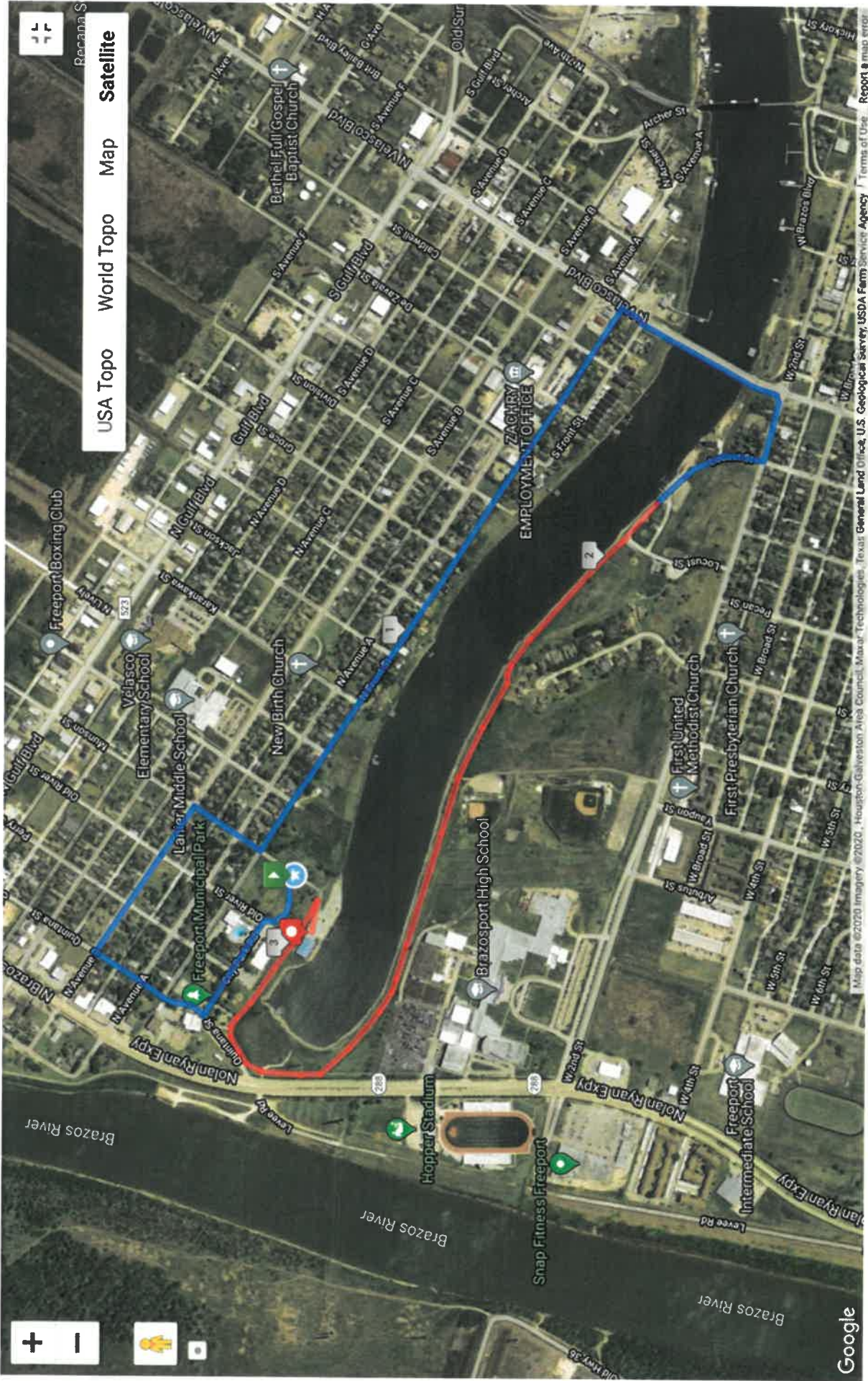
Map – Proposed Bike path

Map – Proposed run path

PROPOSED BIKE PATH



PROPOSED RUN PATH



Map navigation controls: a plus sign (+) for zoom in, a minus sign (-) for zoom out, a person icon for location, and a square icon for a specific feature.

Map style selection menu: USA Topo, World Topo, Map, and Satellite.

Google



City Council Agenda Item # 4

Title: Discuss and take action on Plat of Survey being a 3.577 acre tract Lots 445, 446 and 447, Block 3 of Bar X Ranch, section two vol. 16, pg. 119 B.C.P.R. in Samuel Carter survey, Abstract No 53 in Brazoria County, Texas

Date: November 2, 2020

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Approve the replat, located in the ETJ.

Item Summary:

Hold public hearing and upon closing of public hearing approve replat.

Background Information:

Owner is requesting that the lots be combined.

Special Considerations:

This property is Located in the City's ETJ

Financial Impact:

None

Board or 3rd Party recommendation:

Planning and Zoning held their public hearing and vote to approve the re-plat and forward this item to council for final approval.

Supporting Documentation:

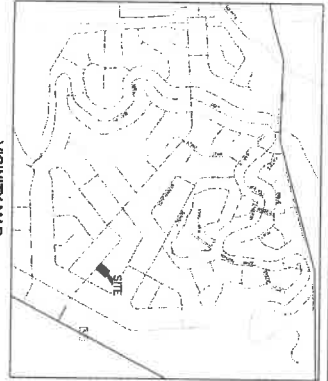
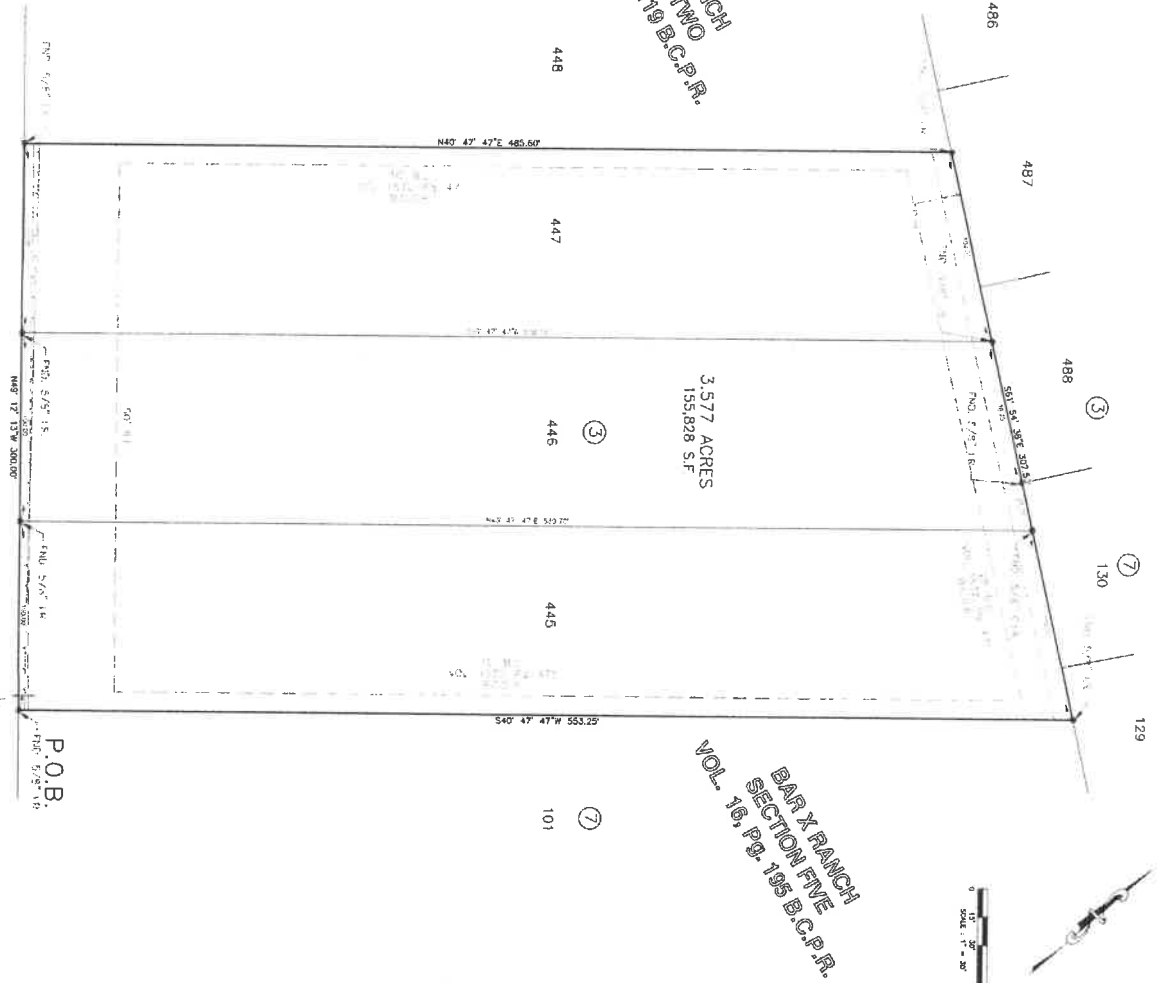
Copy of plat and associated paperwork will be attached.

LEGEND
 B.C.P.R. = BUREAU OF COUNTY PLANNING
 B.E.P.L. = BUREAU OF ENVIRONMENTAL PLANNING
 C.E.P.L. = COUNTY ENGINEERING
 S.E.P.L. = SURVEY ENGINEERING
 P.E.P.L. = PLANNING ENGINEERING
 C.E.P.L. = COUNTY ENGINEERING
 S.E.P.L. = SURVEY ENGINEERING
 P.E.P.L. = PLANNING ENGINEERING

STATE OF TEXAS
 COUNTY OF BROWN
 CITY OF HOUSTON
 I, Scott M. Davis, Mayor of the City of Houston, do hereby certify that the following is a true and correct copy of the original as filed in the office of the City Engineer of the City of Houston, Texas, on the 15th day of November, 2022.
 BY: Scott M. Davis
 Mayor of the City of Houston



BAR X RANCH SECTION TWO
 VOL. 16, Pg. 119 B.C.P.R.



- REMARKS:**
1. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPARISON FOR TITLE PURPOSES, WITH REGARD TO ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, AND ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, THAT MAY BE SUBJECT TO THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS.
 2. THE PROPERTY DESCRIBED HEREIN IS NOT TO BE CONSIDERED AS BEING SUBJECT TO ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, OR ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, THAT MAY BE SUBJECT TO THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS.
 3. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A COMPARISON FOR TITLE PURPOSES, WITH REGARD TO ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, AND ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, THAT MAY BE SUBJECT TO THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS.
 4. ACCORDING TO THE FEDERAL SURVEYING AND MAPPING ACT (F.S.M.A.), TITLE 5, U.S.C. § 3103, THE SURVEYOR SHALL BE RESPONSIBLE FOR THE ACCURACY OF THE SURVEY, INCLUDING THE ACCURACY OF THE DATA PROVIDED TO HIM BY THE CLIENT.
 5. THE SURVEYOR HAS CONDUCTED A VISUAL INSPECTION OF THE PROPERTY AND HAS FOUND NO EVIDENCE OF ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, OR ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, THAT MAY BE SUBJECT TO THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS.
 6. THE PROPERTY DESCRIBED HEREIN IS NOT TO BE CONSIDERED AS BEING SUBJECT TO ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, OR ANY RECORDS OF THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS, THAT MAY BE SUBJECT TO THE PUBLIC RECORDS OF BROWN COUNTY, TEXAS.

PLANNED DEVELOPMENT OF PROPERTY
 I, Scott M. Davis, Mayor of the City of Houston, do hereby certify that the above and foregoing plat of lots 446, 447, 448, 486, 487, 488, 130, and 129, in Block 3 of Bar X Ranch, Section 2, Subdivision A, 3.577 acre, 1-lot subdivision, is a true and correct copy of the original as filed in the office of the City Engineer of the City of Houston, Texas, on the 15th day of November, 2022.
 BY: Scott M. Davis
 Mayor of the City of Houston



LONGHORN TRAIL
 (60' P.O.W.)
 (VOL. 16, Pg. 119 B.C.P.R.)

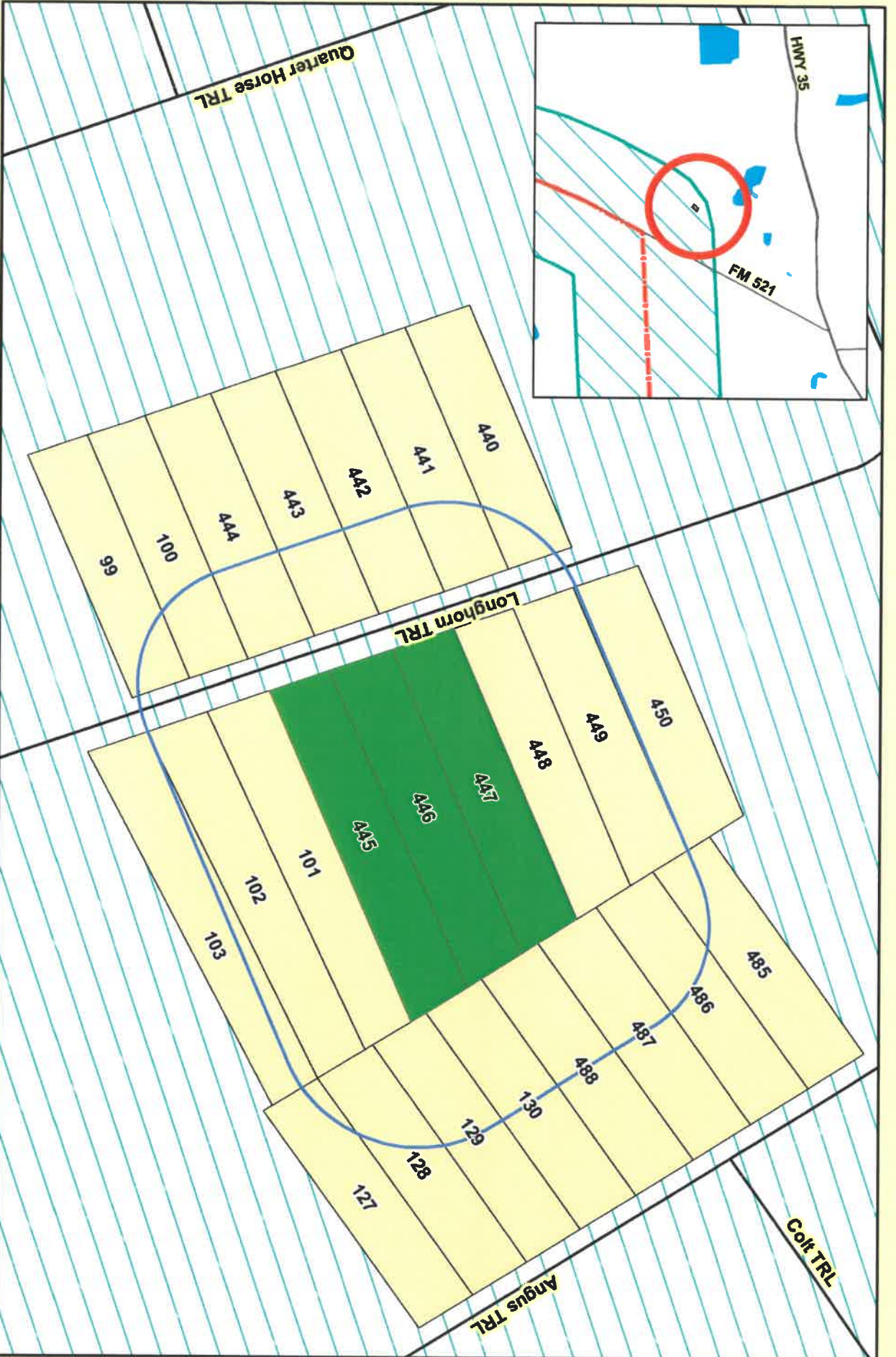
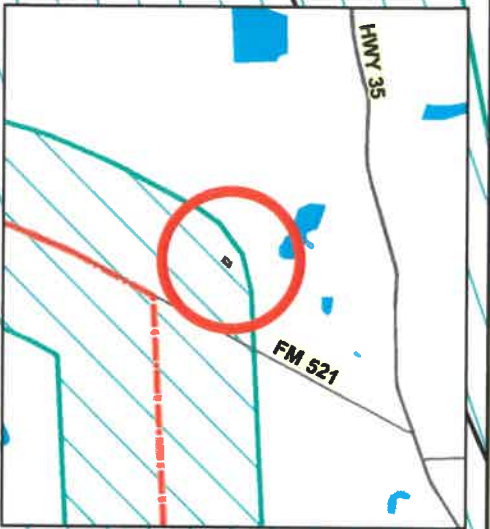
SMOKE BARNHILL

PRELIMINARY REPLAT
LOTS 446-447 BAR X RANCH,
SECTION 2 SUBDIVISION
A 3.577 ACRE, 1-LOT SUBDIVISION

BEING A 3.577 ACRE TRACT
 LOTS 446 AND 447 BLOCK 3 OF
 BAR X RANCH, SECTION TWO
 VOL. 16, Pg. 119 B.C.P.R.
 IN THE SUMNER CARTER SURVEY, ABSTRACT NO. 53
 IN BROWN COUNTY, TEXAS

BARNHILL
 300 EAST CEMAS ST.
 ANGLETON, TEXAS 77515
 OFFICE: (879) 848-6811
 T881LS No. 10025900
 REG. NO. F-425

DATE: 11/17/2022
 SCALE: 1" = 20'
 SHEET NO. 2 OF 2
 DRAWN BY: M



Legend

	184028 184029 184030
	200' Buffer
	Buffered Parcels
	City Limit
	ROADS
	City of Freeport ETJ
	Water

Replat Property Location Map

Property ID 184028 184029 184030



Author: Laura Tolar
 Document Path: S:\GIS Data\184028
 184029 184030 BARTHELMESS replat





City Council Agenda Item # 5

Title: Discuss and take action on Amended Plat of Brazos Shore, Section 1 a Subdivision of a called 2.4240 acre tract recorded in County Clerk's file no. 18-032479 of the Brazoria County Plat records in the Stephen F. Austin survey Abstract 32 City of Freeport, Brazoria County, Texas November 2020.

Date: December 7, 2020

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Approve the replat.

Item Summary:

Hold public hearing and upon closing of public hearing approve replat.

Background Information:

The Owner is planning to sell the 9 lots effected by this plat in order to build 9 single family homes. Owner is requesting that the current utility easement that subdivide the property be relocated to the street side of the current lots. In addition the plat places deed restriction on any future owners of the subject property. The owner has worked with the city to address the relocation of City Sewer and Electrical

Deed Restrictions

Brazos Shores Section 1

1. Each lot shall be occupied and used by the owner as a single private family residence.
2. Owner is to build a residence of no less than 1500 square feet. Must be built with at least 2 levels where the primary living area (story) has an adequate view of River (not obstructed by levee)
3. Fencing not required but if installed be of high quality wood, rod Iron, or similar metal. No chain link fences will be allowed.
4. No Vehicles are to be parked on lot other than the driveway or garage. No vehicles parked in yard.



Special Considerations:

This property is Located on west 2nd between Walnut and Hickory. It is currently zoned as C2 which allows for Single family development.

Financial Impact:

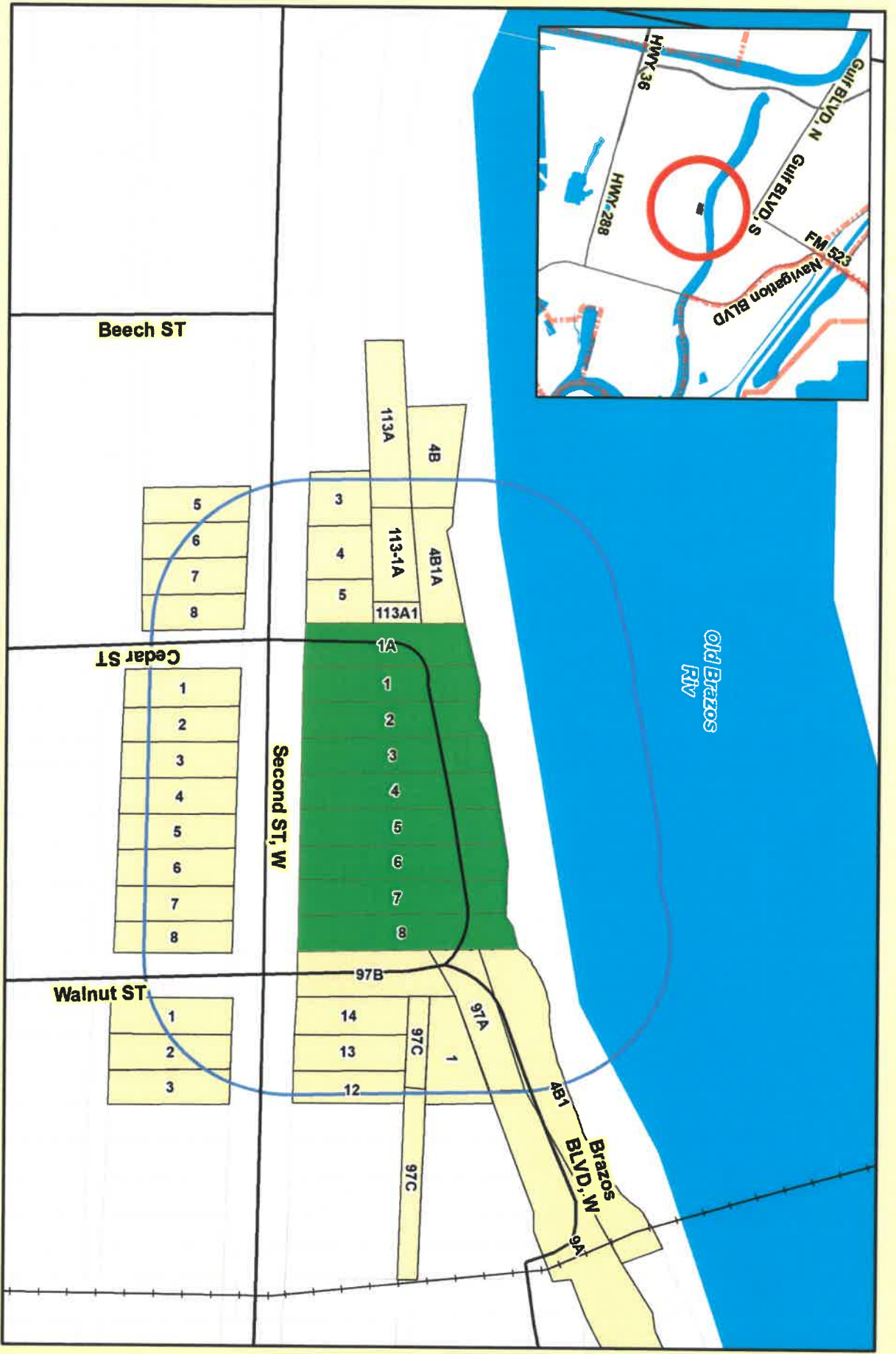
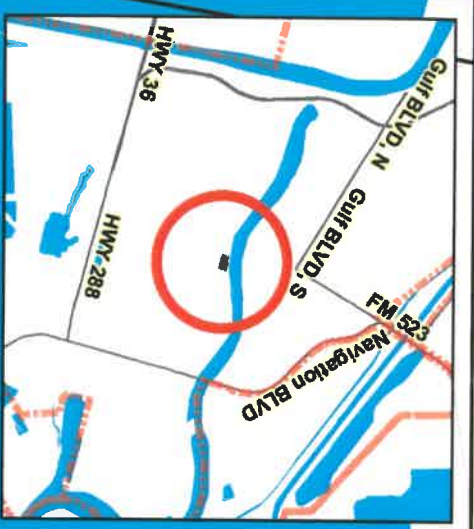
Future 380 Agreement will be proposed to Council. This will refund the Builder for cost associated with public improvement, not land improvements.

Board or 3rd Party recommendation:

Planning and Zoning held their public hearing and vote to approve the re-plat and forward this item to council for final approval.

Supporting Documentation:

Copy of plat and associated paperwork will be attached.



Legend

- Replat Parcels
- 200' Buffer
- Railroad
- ROADS
- Water

Replat Property Location Map

Property ID 681219 681220 681221 681222
 681223 681224 681225 681226 681227

0 65 130 260 390 520 Feet

Author: Laura Tolar
 Document Path: S:\GIS Data\681219
 681220 681221 361222 681223 681224



City Council Agenda Item # 6

Title: Public hearing and consideration of approving Resolution No. 2020-2666 regarding a Chapter 380 Economic Development Agreement with the Cundieff Family Partnership for the development of infrastructure in support of a residential subdivision.

Date: 12/7/2020

From: Tim Kelty, City Manager

Staff Recommendation: Staff Recommends approval of this resolution.

Item Summary: This Chapter 380 Economic Development Agreement sets forth terms and conditions of an agreement between the city of Freeport and the Cundieff Family Partnership for the development of a nine-residential-lot subdivision on Second St. It provides financial incentives to developer for his investment in infrastructure in support of that development by way of reimbursement over a specific time for that investment, coming from 50% of the new revenue received by the city resulting from the increased Assessed Value from the development.

Background Information:

The developer intends to spend at least \$105,746 for infrastructure including relocating water, sewer, and electrical lines, along with installation of 5' sidewalks and decorative street lighting consistent with the adjacent period lighting along second street. The developer agrees, through the plat to convey a 10' easement along 2nd street which will enable him to protect and maintain the existing street trees along 2nd Street with room to construct the sidewalk and lighting.

The Developer agrees to complete all public improvements and convey them to the City within 12 months of the approval of the agreement.

Under the agreement The City would agree to reimburse the developer's actual costs for infrastructure, up to \$105,746, from new ad valorem revenue paid to the city as a result of the development. The developer would be eligible to be paid up to 50% of the

annual increment received by the city for up to 15 years, or until paid back, whichever comes sooner.

The developer has represented he intends to sell the lots for new residential construction. The lots have deed restrictions included in the plat, and the developer intends for the home constructed to exceed \$4 Million in total. The developer fully understands that his opportunity to recover his investment in infrastructure is tied directly to the timeliness and value of the homes constructed.

Special Considerations The new Charter provision requires that the city may only consider action on a legally valid Chapter 380 agreement after conducting a public hearing in its regard.

The plat accompanying this Chapter 380 agreement and the agreement propose vacating and abandoning an existing utility easement along the “toe” of the levee across the property, and replacing it with a new 10’ utility and sidewalk easement along 2nd St. It has been confirmed that this utility easement relocation will place no additional financial burden whatsoever on the neighboring properties.

Financial Impact: None

Supporting Documentation:

Resolution

Agreement plus attachments

RESOLUTION NO. 2020-2666

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS AUTHORIZING THE MAYOR TO EXECUTE A CHAPTER 380 DEVELOPMENT AGREEMENT WITH CUNDIEFF FAMILY PARTNERSHIP LTD.

WHEREAS, the City of Freeport, Texas is a home rule municipality; and

WHEREAS, Cundieff Family Partnership Ltd owns a real property located at 800 Second Street, Freeport, Texas; and

WHEREAS, Cundieff Family Partnership Ltd seeks to develop the above property into 9 lots for residential construction; and

WHEREAS, Cundieff Family Partnership Ltd will construct certain specific public infrastructure that will benefit the public and residents of the City of Freeport, Texas; and

WHEREAS, entry of an agreement with Cundieff Family Partnership Ltd. complies with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code; and

WHEREAS, it is in the interest of the citizens, for the City to reimburse Cundieff Family Partnership Ltd for the costs of public infrastructure out of the additional tax revenue collected from the development of this project.

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

SECTION 1. FINDINGS. The City Council of the City hereby finds as true, the statements contained in the preamble set forth above.

SECTION 2. AUTHORIZATION TO TRANSFER. The Mayor of the City is hereby authorized to execute the attached Economic Development Agreement and the necessary documents to abandon the existing utility easement on the property, but retain the existing levee easement.

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 _____, 2020.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Secretary
City of Freeport, Texas

Christopher Duncan, City Attorney
City of Freeport, Texas

**ECONOMIC DEVELOPMENT
AGREEMENT**

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

This **ECONOMIC DEVELOPMENT AGREEMENT** (“Agreement”) is made as of this ___ day of _____, 2020 by and between the **CITY OF FREEPORT** (the “City”), a Texas home-rule city; **CUNDIEFF FAMILY PARTNERSHIP, LTD** (“Developer”) and **ELLIOTT CUNDIEFF**. (“Guarantor”).

WHEREAS, Developer owns approximately 2.42 acres of real property located within the City of Freeport, located at the 800 Block of West. Second Street, Freeport, Texas. A legal description of said real property is contained in Exhibit “A”, attached hereto and incorporated herein. The real property described in Exhibit A shall be referred to as the “Property” in this agreement.

WHEREAS, Developer has communicated its plan to replat and develop the Property and to construct public infrastructure on said Property.

WHEREAS, the City of Freeport agrees to enter this agreement in reliance upon the written and oral representations of Developer to develop the Property in accordance with his representations.

WHEREAS, in accordance with Article III, Section 52-a of the Texas Constitution and Chapter 380 of the Texas Local Government Code, the City may establish and provide for the administration of a program for making loans and grants of public money to promote state or local economic development and to stimulate business and commercial activity in the City; and

WHEREAS, in accordance with Chapter 380, Texas Local Government Code, the City hereby desires to establish such a program to provide incentives and financial assistance to DEVELOPER to encourage and promote the development of the Property thereby enhancing and stimulating business and commercial activity, increasing the tax base and increasing employment within the City; and

WHEREAS, DEVELOPER has agreed, in exchange and as consideration for funding by the City in the manner provided herein, to satisfy and comply with certain terms and conditions, including the construction of the Project as defined herein; and

NOW, THEREFORE, for and in consideration of the promises and the mutual agreements set forth herein, the Parties hereby agree as follows:

**ARTICLE I
RECITALS**

Recitals. The recitals set forth above are declared true and correct and are hereby incorporated as part of this Agreement.

**ARTICLE II
THE PROJECT**

- A. Project. The DEVELOPER agrees to take action and construct the following "Project":
1. Replat the Property;
 2. Conduct all dirt work and other lot preparation to make ready each lot for residential construction;
 3. Grant a utility easement to the CITY along Second Street;
 4. Relocate and construct utility infrastructure, including but not limited to water, sewer, and electric service into the newly granted easement;
 5. Install utility poles and lines within the newly granted Second Street easement exceeding the standard height;
 6. Construct public sidewalks at a minimum width of five (5) feet wide;
 7. Maintain and keep in good condition all trees present on the Property. If a tree dies or is damaged during construction, Developer agrees to replace with the same species of tree in line with the existing trees;
 8. Install Five (5) street lights in the public right of way that match the ornamental lighting poles and lighting hardware already installed in the 800 block of Second Street.
 9. Construct the above improvements and public infrastructure in accordance with Exhibit B (the "Project Plan") attached, which contains drawings of the proposed improvements and public infrastructure, as well as specific standards governing this Project. I.e. specification and location of lights, measurements and standards of sidewalk concrete and soil preparation, height and type of electric poles, compaction and drainage of soil for building sites, location of proposed easement, location and specifications of water and sewer improvements, location of trees etc.
 10. Deed and deliver ownership of all public infrastructure, including but not limited to the utility easement in the location and dimensions acceptable to the City, sidewalks, lighting, water, sewer and drainage improvements. Deed and delivery of the above items will be accepted by the City only after inspection and approval by the City. Deed of the easement shall be made by written document, in a form acceptable to the City and filed with the County Clerk.
 11. Construct and incur all costs to insure connection of existing utilities to adjoining property owners.

The Project is to be constructed in substantial accordance with and incurring the specific costs as set forth in "Exhibit B" (the "Project Plan") attached hereto and incorporated herein for all purposes.

B. Public Purpose. The City finds that the benefits provided by the DEVELOPER and described in this Article 2 promote economic development in the City and stimulate business and commercial activity in the municipality. In consideration of the Economic Development Grant, described below in Article III of this agreement, the DEVELOPER

agrees complete the Project, which will produce the following economic benefits to the City:

1. All sales tax revenues and property tax revenue generated from the Project that exceeds amount of property tax reimbursements contained in this agreement.
2. Addition of public infrastructure that benefits the community at large.

ARTICLE III ECONOMIC INCENTIVES

A. Economic Development Grant. CITY shall pay to DEVELOPER an economic development grant pursuant to Chapter 380 of the Texas Local Government Code to reimburse "Qualified Reimbursable Expenses" in the amount not to exceed the sum of **One Hundred Five Thousand Seven Hundred Forty-Six and 00/100 Dollars (\$105,746.00)** in the form of Fifteen (15) annual payments ("Economic Development Grant Payments"). The amount of each annual payment shall be equal to Fifty percent (50%) of all property taxes collected by the City of Freeport on the Property in excess of the Base Property Tax Valuation of **Six Hundred Thirty-Four Thousand, Two Hundred Seventy and 00/100 Dollars (\$634,270.00)**. The Base Property Tax Valuation represents the valuation of the property for the tax year of 2019. The first Economic Development Grant Payment shall be made from Annual Property Taxes Collected from the Property for the tax year beginning January 2021. (The First Development Grant Payment shall be delivered to Developer in 2022, after collection of 2021 property taxes).

B. "Qualified Reimbursable Expenses" are defined as actual expenses paid by Developer set forth generally in Exhibit B in the amount not to exceed the sum of **One Hundred Five Thousand Seven Hundred Forty-Six and 00/100 Dollars (\$105,746.00)**. DEVELOPER must submit an itemized request of reimbursable expenses to City within 6 months of the execution of this Agreement. Said itemized request must include proof of payment by DEVELOPER of expenses to third parties, along with an itemized invoice or receipt detailing the expense. The City shall review the request of reimbursable expenses submitted by DEVELOPER, and make a determination whether said expenses are qualified within 90 days of receipt from DEVELOPER.

C. City shall abandon the existing utility easement on the Property by written document, filed with the County Clerk. City shall retain the existing levee easement.

ARTICLE IV REPRESENTATIONS

A. Representations of the Developer. The Developer hereby represents that:

1. Developer is a duly authorized, partnership created and existing in good standing under the laws of the State of Texas, and is duly qualified and authorized to carry out its obligations

described in this Agreement.

2. Developer has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, (ii) will not, to the best of its knowledge, violate any applicable judgment, order, law or regulation, and (iii) does not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the Developer under any agreement or instrument to which the Developer is a party or by which the Developer or its assets may be bound or affected.

3. This Agreement has been duly authorized, executed and delivered by the Developer and, constitutes a legal, valid and binding obligation of the Developer, enforceable in accordance with its terms.

4. The execution, delivery, and performance of this Agreement by the Developer does not require the consent or approval of any person which has not been obtained.

B. Representations of the City. The City hereby represents that:

1. The City is duly authorized, created and existing under the laws of the State of Texas, and is duly qualified and authorized to carry on the governmental functions and operations as contemplated by this Agreement.

2. The City has the power, authority and legal right to enter into and perform this Agreement.

3. This Agreement has been duly authorized, executed and delivered by the City and, constitutes a legal, valid and binding obligation of the City, enforceable in accordance with its terms.

4. The execution, delivery and performance of this Agreement by the City does not require the consent or approval of any person which has not been obtained.

C. Representations and Agreement of guarantor. Guarantor signs in his individual capacity and as personal guarantor of performance of all terms of this agreement. Guarantor agrees to be personally liable for any breach or failure by Developer in this agreement.

D. No partnership or agency created. Each party agrees and represents that the City and the Developer are not agents, partners or venturers of the other with respect to the Project, and that nothing in this Agreement shall be construed to create any such relationship.

ARTICLE V DEFAULT

A. The following shall constitute an event of default by the Developer

- i if Developer fails to complete construction of the Public Improvements and the Project within 12 months of the Effective Date of this Agreement;
- ii. if Developer does not complete the construction of the Public Improvements in accordance with the City's standards for construction and requirements contained in Exhibit B;
- iii. if Developer does not perform any other of its obligations hereunder in compliance with this Agreement.

B. In the event of default by the Developer, the City may take the following action:

- i. In addition to the other rights given the City under this Agreement, the City may cease payments hereunder; or
- ii. In addition to the other rights given the City under this Agreement, further seek actual damages incurred by the City for any such default, i.e. the cost to construct public infrastructure not completed by Developer according to the standards set forth in Exhibit B.

C. If the City fails to timely make payments in accordance with this Agreement, the Developer may seek damages for such failure to pay equal to the amount unpaid, plus accrued interest. The Developer shall have no recourse against the ad valorem tax base of the City or any other funds of the parties other than as specified herein or damages relating to nonpayment thereof. The Developer may not compel the City to issue bonds or other ad valorem tax supported debt in order to make the payments required under this Agreement.

D. Any party to this Agreement that believes that the other party this Agreement has defaulted in the performance of any condition, term, or obligation owed to that party under this Agreement shall within ten (10) business days after discovery of said default, give written notice of the default to the defaulting party, specifying in detail the provision or provisions of this Agreement that have allegedly been breached and what specific action must be taken to cure or correct the default. Should the party receiving the notice fail to commence to cure the default within thirty (30) days or such longer period as may be allowed by the non-breaching party, the non-breaching party may suspend this Agreement until such default is cured.

ARTICLE V MISCELLANEOUS PROVISIONS

Inspections, Audits. Developer agrees to allow for entry on the property and inspection of all work and improvements by City personnel without necessity of administrative warrant or probable cause. Developer further agrees to keep records of all contracts with third party material and labor providers, and receipts and documents showing payment for materials and labor to third party providers with respect to performance of this Project.

Personal Liability of Public Officials, Legal Relations. No director, officer, employee or agent of the City shall be personally responsible for any liability arising under or growing out of the Agreement.

Indemnity. DEVELOPER SHALL DEFEND, INDEMNIFY AND HOLD HARMLESS THE CITY, ITS AGENTS AND EMPLOYEES FROM ALL SUITS, ACTIONS, OR CLAIMS OF ANY CHARACTER, TYPE, OR DESCRIPTION BROUGHT OR MADE FOR OR ON ACCOUNT OF ANY INJURY OR DAMAGES RECEIVED OR SUSTAINED BY ANY PERSON OR PERSONS OR PROPERTY, ARISING OUT OF, OR OCCASIONED BY, THE ACTS OF DEVELOPER OR ITS AGENTS OR EMPLOYEES. DEVELOPER SHALL PROVIDE A DEFENSE OF SUCH CLAIMS AT ITS OWN EXPENSE WITH LEGAL COUNSEL APPROVED BY THE CITY.

Separate Status. None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise.

Construction and Interpretation. Whenever required by the context of this Agreement, (i) the singular shall include the plural, and vice versa, and the masculine shall include the feminine and neutral genders, and vice versa, and (ii) use of the words "including," "such as," or words of similar import, when following any general term, statement or matter, shall not be construed to limit such statement, term or matter to specific terms, whether or not language of non-limitation, such as "without limitation," or "but not limited to," are used with reference thereto, but rather shall be deemed to refer to all other items or matters that could reasonably fall within the broadest scope of such statement or matter.

Captions. The captions preceding the text of each article and section of this Agreement are included only for convenience of reference. Captions shall be disregarded in the construction and interpretation of this Agreement. Capitalized terms are also selected only for convenience of reference and do not necessarily have any connection to the meaning that might otherwise be attached to such term in a context outside of this Agreement.

Counterparts. This Agreement may be executed in several counterparts; each of which shall be deemed an original. The signatures to this Agreement may be executed and notarized on separate pages, and when attached to this Agreement shall constitute one (1) complete document.

Assignability. DEVELOPER may not assign or transfer its rights (including the right to receive payments), duties and obligations under this Agreement to any person or entity unless DEVELOPER receives prior written approval and consent by the City.

Authority. As a condition precedent to the approval of an assignment, the DEVELOPER shall provide proof acceptable to the City, that the assignee is in good standing with the Secretary of State and Comptroller of Public Accounts of Texas and is not delinquent in payment of any taxes or other assessments due the State of Texas, Brazoria County, or the City of Freeport on any other property.

Severability. If any provision hereof shall be finally declared void or illegal by any court or

administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

Complete Agreement. This Agreement represents the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees. This Agreement may be executed in multiple counterparts

Exhibits. All exhibits attached to this Agreement are incorporated herein by reference and expressly made part of this Agreement as if copied verbatim.

Notice. Any notice or demand, which any party is required to or may desire to serve upon the other, must be in writing, and shall be sufficiently served if (i) personally delivered, (ii) sent by facsimile, (iii) sent by registered or certified mail, postage prepaid, or (iv) sent by commercial overnight carrier, and addressed to:

If to the City:

City of Freeport
Attn: City Manager
200 W. Second Street
Freeport, Texas 77541

With Copy to:

Christopher Duncan, City Attorney
104W.Myrtle, Ste. 218
Angleton, TX 77515

If to the DEVELOPER:

Cundieff Family Partnership Ltd.

Freeport, Texas 77541

If to the Guarantor:

Elliot Cundieff

Freeport, Texas 77541

or such other address or addresses which any party may be notified in writing by any other party to this Agreement.

Such notice shall be deemed to have been served (a) four (4) business days after the date such notice is deposited and stamped by the U.S. Postal Service, except when lost, destroyed, improperly addressed or delayed by the U.S. Postal Service, or (b) upon receipt in the event of personal service, or (c) the first business day after the date of deposit with an overnight courier, except when lost, destroyed or improperly addressed, or (d) the date of receipt by facsimile (as reflected by electronic confirmation);

provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

Force Majeure. In the event any party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such party's giving notice and full particulars of such force majeure in writing to the other party as soon as possible after the occurrence of the cause relied upon, then the obligations of the party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance at the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. Such cause shall as far as possible be remedied with all reasonable dispatch. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other incapacities of either party, whether similar to those enumerated or otherwise and not within the control of the parties claiming such inability, which by the exercise of due diligence and care such party could not have avoided. Force Majeure shall not include the current COVID-19 Pandemic.

Forum Selection. This Agreement and the relationship between the Parties shall be governed and interpreted under the laws of Texas without regard to any conflict of laws provision. Venue for any suit arising out of any relationship between the Parties shall exclusively be the appropriate State District Court in Brazoria County, Texas. DEVELOPER specifically consents to and waives any objections to, personal jurisdiction in Brazoria County, Texas.

Effective Date. This Agreement shall be binding and take effect only upon all Parties signatures hereto, attachment of all required exhibits, and receipt by the Parties of a fully executed copy hereof. For the purposes of timetables provided in this Agreement, the Effective Date shall be the date first above written.

Preamble. The findings of fact, recitations and provisions set forth in the preamble to this Agreement are true and are adopted and made a part of the body of this Agreement, binding the Parties hereto, as if the same were fully set forth herein.

Representation of Authority. The City represent and warrant to the DEVELOPER that they are duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained therein, and have the legal authority to make a grant to the DEVELOPER as provided in this Agreement. The DEVELOPER represents and warrants that such party is duly authorized and empowered to enter into this Agreement, subject to the terms and conditions contained herein, and is a proper party to this Agreement.

Signature Warranty Clause. The signatories to this Agreement represent and warrant that they have the authority to execute this Agreement on behalf of the Parties, respectively.

Legal Contest. This Agreement is entered into in accordance with applicable law as understood by the Parties. In the event any part, provision or paragraph thereof shall become unenforceable by reason of judicial decree or determination the parties hereto mutually agree to the extent possible to ensure that all other provisions of the agreement including the intent of the Agreement be honored and performed.

Economic Incentives Constitute a Program. This Agreement constitutes an economic development program to promote state or local economic development and to stimulate business and commercial activity in the City and the area annexed for limited purposes pursuant to Article III, Sec. 52-a, Texas Constitution and Chapter 380, Texas Local Government Code.

City of Freeport, Texas:

Cundieff Family Partnership, Ltd.

Brooks Bass, Mayor
City of Freeport, Texas

By: Elliot Cundieff
As: _____

Elliot Cundieff

In his individual capacity as Guarantor

ATTEST:

Betty Wells, Clerk

THIS SURVEY WAS MADE IN ACCORDANCE WITH THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1836, AND MARCH 27, 1845, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1845, AND MARCH 27, 1856, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1856, AND MARCH 27, 1869, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1869, AND MARCH 27, 1881, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1881, AND MARCH 27, 1893, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1893, AND MARCH 27, 1905, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1905, AND MARCH 27, 1917, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1917, AND MARCH 27, 1929, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1929, AND MARCH 27, 1941, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1941, AND MARCH 27, 1953, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1953, AND MARCH 27, 1965, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1965, AND MARCH 27, 1977, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1977, AND MARCH 27, 1989, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 1989, AND MARCH 27, 2001, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 2001, AND MARCH 27, 2013, AND THE ACTS OF THE LEGISLATURE OF THE STATE OF TEXAS, PASSED MARCH 27, 2013, AND MARCH 27, 2025.

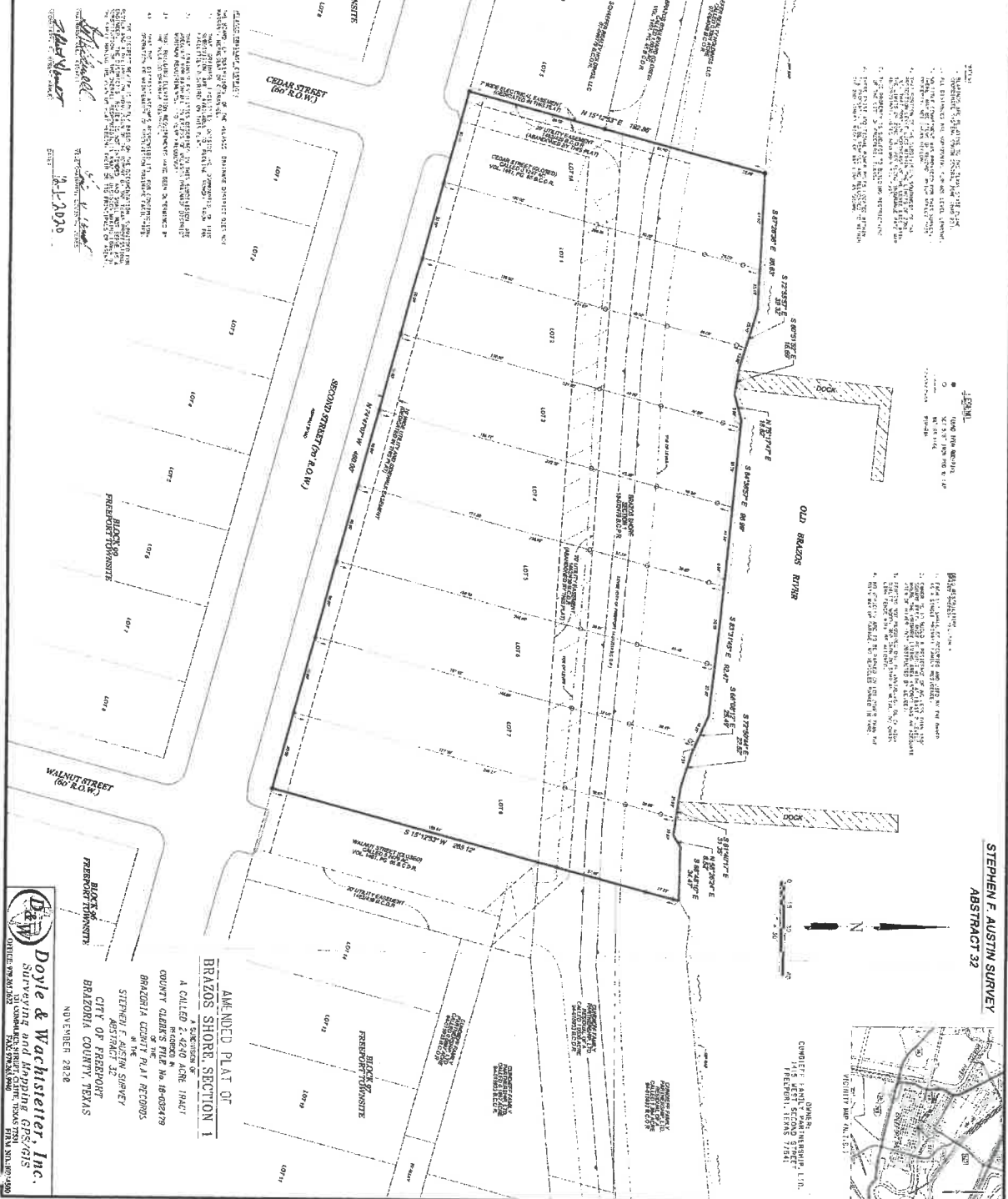


APPROVED FOR THE CITY OF FREEDPORT, TEXAS, ON THIS 15th DAY OF MAY, 2025.

City Clerk: *[Signature]*

APPROVED FOR THE CITY OF FREEDPORT, TEXAS, ON THIS 15th DAY OF MAY, 2025.

City Clerk: *[Signature]*



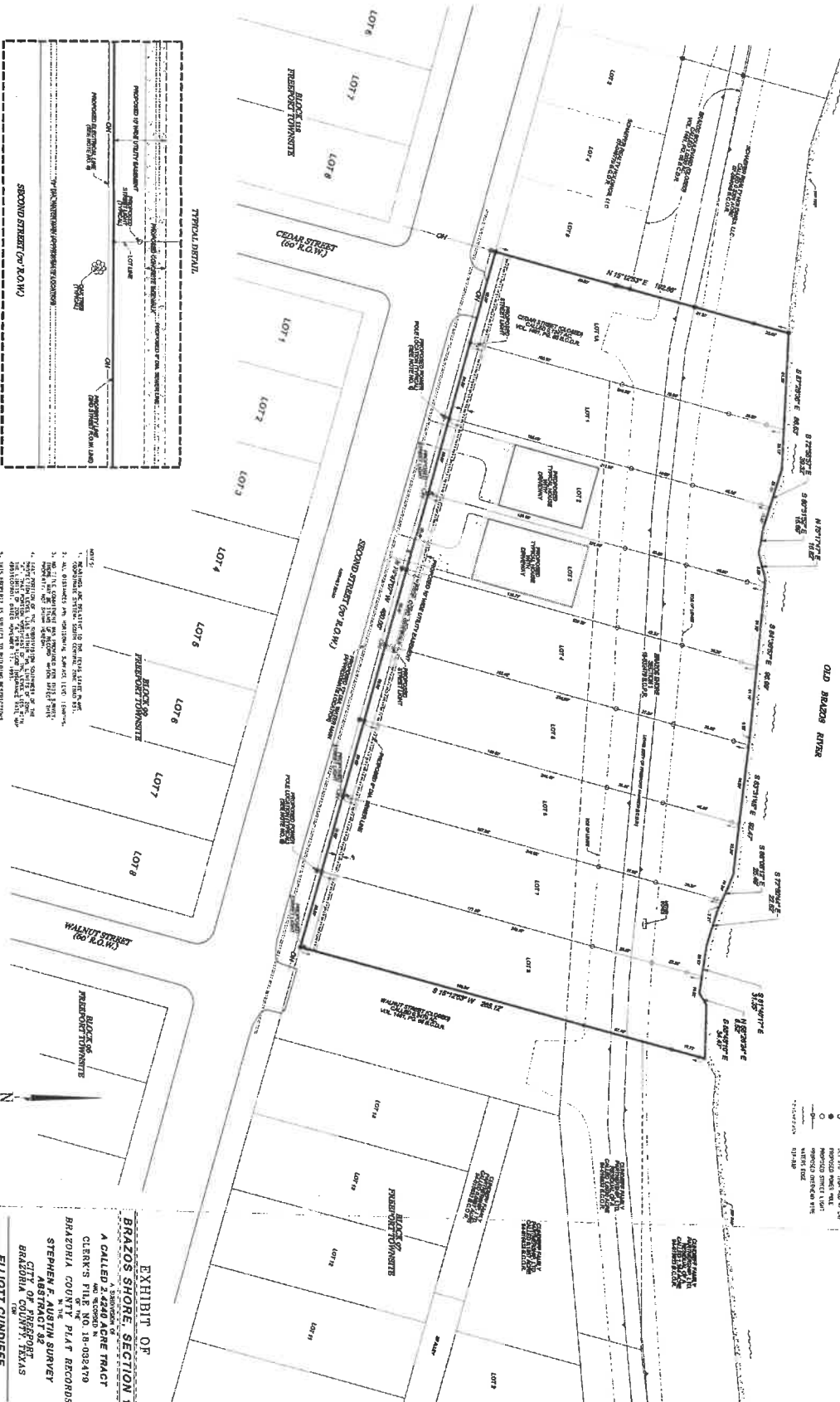
STEPHEN F. AUSTIN SURVEY
ABSTRACT 32

AMENDED PLAT OF
BRAZOS SHORE SECTION 1
A CALLED 2-4290 ACRES 1947
RECORDED IN
COUNTY CLERK'S FILE NO. 18-02879
BRAZORIA COUNTY PLAT RECORDS
IN THE
STEPHEN F. AUSTIN SURVEY
CITY OF FREEDPORT
BRAZORIA COUNTY, TEXAS
NOVEMBER 2828

Doyle & Wachstetter, Inc.
Surveying and Mapping Geomatics
12345 Main Street
Frederick, Texas 75845
Phone: 758-1234
Fax: 758-5678
www.doyleandwachstetter.com

Exhibit A





- LEGEND
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Doyle & Wachsteiner, Inc.
Surveying and Mapping GPS/GIS
OFFICE: 1313 N. CHANDLER STREET, SUITE 100, DALLAS, TEXAS 75207
PHONE: (214) 762-1000 FAX: (214) 762-1001
WWW: WWW.DWASURVEYING.COM

EXHIBIT OF
BRAZOS SHORE, SECTION 1
A CALLED 2300' OF THE TRACT
AND RECORDED IN
CLERK'S FILE NO. 18-002478
BRAZOS COUNTY PLAT RECORDS
STEPHEN F. AUSTIN SURVEY
ABSTRACT 32
CITY OF FREESPORT
BRAZOS COUNTY, TEXAS
ELLIOTT CUNDIEFF

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City Council Agenda Item # 7

Title: FY2019-2020 Proposed Budget Adjustment #4

Date: December 7, 2020

From: Stephanie Russell, Assistant City Manager/Finance Director

Staff Recommendation: I recommend approval of the following budget amendment.

Item Summary: This proposed budget amendment offsets expenditure overages by shortages based on actuals (unaudited) through the end of the fiscal year. Overall, the net impact to the General Fund is zero.

Background Information: Below is a summary of each of the proposed changes.

1. **Emergency Management/COVID-19 Expenses:** The total budget overage for COVID-19 expenses is about \$31k— however, these expenses are being submitted as part of the city’s Coronavirus Relief Fund allocation. Additionally, EMS has funding available in Salaries and Wages due to vacancy savings to over the overage.
2. **Beach Maintenance:** The City receives partial reimbursement from the General Land Office for its beach expenses. Due to necessary cleanup and replacement of equipment following summer storms, beach expenses ended the year approximately \$5,300 over budget. The reimbursement from the GLO also came in over budget by \$2,300. Thus, the overall impact to the General Fund is \$3,000. Additionally, Parks has funding available in Salaries and Wages due to vacancy savings.
3. **Debt Service Fund:** The net impact of principal, interest, and fees for the 2021 pre-payment was \$3,992. However; there is over \$47k available in fund balance to offset this.

Financial Impact: The net impact to the General Fund is positive \$0.

General Fund	Current Budget	Year End Actual (Unaudited)	Net Proposed Changes	Proposed New Budget
Beginning Fund Balance	9,013,074	9,013,074	0	9,013,074
Revenue	16,828,332	15,936,171	0	16,828,332
Expenditures	15,660,728	14,447,227	0	15,660,728
Revenue Less Expenses	1,167,604	1,488,944	0	1,167,604
Net Transfers	5,144,348	5,093,351	0	5,144,348
Revenue Less Expenses & Transfers	-3,976,744	-3,604,407	0	-3,976,744
Ending Fund Balance	5,036,330	5,408,667	0	5,036,330

Supporting Documentation: Ordinance

ORDINANCE NO. 2020-2620

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, AMENDING THE BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2019 AND ENDING SEPTEMBER 30, 2020; MAKING CERTAIN FINDINGS AND CONTAINING CERTAIN PROVISIONS RELATING TO THE SUBJECT; PROVIDING A SEVERANCE CLAUSE; AND PROVIDING AN EFFECTIVE DATE.

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

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

WHEREAS, on August 5, 2019, the City Manager presented to the City Council a proposed budget of the expenditures of the City of Freeport for the fiscal year 2020 and the proposed budget was filed with the City Secretary and posted on the City website as required by Local Government Code Section 102.005; and

WHEREAS, pursuant to notice as required by Section 102.006 of the Local Government Code, on September 3, 2019, a public hearing on such budget was held in the Council Chambers, at which hearing all citizens and taxpayers of the City had the right to be present and to be heard, and those who requested to be heard were heard; and

WHEREAS, the budget for the 2019-2020 fiscal year of the City was approved by the City Council by Ordinance No. 2019-2581, read, passed and adopted on the 3rd day of September, 2019.

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

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

Section 2. The existing Budget of the City of Freeport, Texas, for the fiscal year 2019-2020 as amended by Ordinance No. 2019-2589, read, passed and adopted on November 18, 2019; Ordinance No. 2020-2595, read, passed and adopted on January 21, 2020; and Ordinance No. 2020-2600, read, passed and adopted on May 18, 2020; is hereby amended and revised as reflected in said Exhibit "A".

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

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

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

PASSED AND ADOPTED this _____ day of December 2020.

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM AND CONTENT:

Chris Duncan, City Attorney

Exhibit "A"
City of Freeport, FY2019-2020 Budget Amendment #4

Fund	FY2019-2020 Original Budget	FY2019-2020 Current Budget	FY2019-2020 4th Budget Amendment	FY2019-2020 Amended Budget
General Fund				
Administration	1,972,901	2,212,670		2,212,670
Municipal Court	180,508	180,508		180,508
Police/Animal Control	4,636,779	4,537,133		4,537,133
Fire	1,271,222	1,209,222		1,209,222
EMS	899,584	884,290	(31,000)	853,290
Emergency Management	0	10,000	31,000	41,000
Streets/Drainage	2,678,070	1,344,960		1,344,960
Service Center	219,090	191,090		191,090
Garbage	992,453	992,453		992,453
Building	346,400	341,400		341,400
Code Enforcement	446,950	431,950		431,950
Library	28,300	28,300		28,300
Parks	1,646,659	1,448,659	(5,300)	1,443,359
Beach Maintenance	0	9,200	5,300	14,500
Recreation	750,200	584,200		584,200
Sr. Citizen's Commission	10,100	10,100		10,100
Golf Course	998,300	968,300		968,300
Historical Museum	230,293	276,293		276,293
General Fund Total	17,307,809	15,660,728	0	15,660,728
Utility Fund				
Water/Sewer	6,831,822	6,196,112		6,196,112
Other Funds				
Debt Service (Fund 64)	565,232	565,232	4,000	569,232
Streets/Drainage Fund	300,000	2,249,906		2,249,906
Capital Projects Fund	54,000	54,000		54,000
Facilities & Grounds CIP	0	954,054		954,054
Vehicle & Equip Replacement	0	447,788		447,788
Marina Operations	0	25,000		25,000
Beach Maintenance	6,500	0		0
Court Security	13,400	13,400		13,400
Court Technology	11,400	11,400		11,400
Narcotics	0	15,000		15,000
Hotel/Motel	10,250	10,250		10,250
Other Funds Total	960,782	4,346,030	4,000	4,350,030
Total Expenditures	25,100,413	26,202,870	4,000	26,206,870
Transfers	2,050,000	5,144,348		5,144,348
Grand Total Budget	27,150,413	31,347,218	4,000	31,351,218

NOTE: Expenses for the Employee Benefit Fund is not included in the Citywide Total above to avoid duplication of the amounts shown as part of the General and Utility Fund budgets that are transfers to this fund for services.



City Council Agenda Item # 8

Title: Consideration of approval of amendments of streets for 2020-2021 interlocal agreement with Brazoria County for paving.

Date: December 7, 2020

From: Lance Petty, Public Works Director

Staff Recommendation: Staff recommends council authorize amended list of streets for the 2020/2021 Asphalt agreement with Brazoria County

Item Summary: This amendment request is for approval of the streets listed below for the total estimated cost of \$495,525.00. This cost is a material only cost for the street reconstruction being completed through the 2020-2021 Interlocal agreement with Brazoria County. The amended cost is an increase of \$22,298.00, increasing the miles of road repairs from 1.972 to 2.157 (0.1853)

Background Information: The 2.157 miles of streets identified for this 2020-2021 fiscal year is requested after careful consideration by staff and council of the current condition of each street listed.

Special Considerations: If approved, the completion of the proposed repairs will extend and improve the City’s roadway infrastructure and protect from further damage.

Financial Impact: Financial Impact:

The proposed costs of repairs are included as an attachment

Walnut – W.5 th to W.7 th	\$25,619.04
Cedar – W6th to W12th	\$39,140.20
Hickory – W. 1 st to Brazos	\$10,427.50
6 th – Hickory to Dead End	\$18,352.40
N. Ave R – Yellowstone to Zapata	\$9,369.93

Redfish – Entire Road	\$18,779.39	
Sailfish – Entire Road	\$55,349.78	
Quintana – Ave C to Ave B	\$12,493.24	
Old River – Gulf to Ave D	\$13,117.90	
Alley – 7 th – 8 th	\$28,169.08	
Alley – 6 th – Lynn	\$18,769.51	
Alley – 7 th – Lynn	\$18,769.51	
Mesquite – W. Broad to W.4 th	\$15,086.77	
Hudgins – Ave B to Ave A	\$9,567.60	
Ave A – Velasco to Archer	\$29,967.95	
Karankawa – Mystery Harbor to Ave F	\$55,365.59	Removed
Karankawa – Avenue B to Gulf	\$45,544.96 Footage	Adjusted
Ave C – Fisher to Division	\$14,133.96	
Jones – Yellowstone to Victoria	\$48,747.34	
Alley – 4 th -5 th Yaupon to Dixie	\$20,020.81	Added
W. 8 th – Cherry to REO Business	\$12,097.88	
Milling Machine Rental	\$32,000.00	
Totals	\$495,525.00	

Board or 3rd Party recommendation: This Proposal has been reviewed by City Staff

Supporting Documentation:

County Cost Worksheet

2020-2021 Interlocal Agreement Project Request Summary

City of Freeport
Interlocal Agreement Project Request Summary FY-21

STREET/LOCATION	LIMITS (TO-FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
Walnut	W. 5 th to W. 7 th	720	18	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Cedar	W. 6 th to W. 12 th	792	25	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Hickory	W. 1 st to Brazos	211	25	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
6 th	Hickory to Dead End	422	22	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
N Ave R.	Yellowstone to Zapata	316	15	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Redfish	Entire Road	475	20	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Sailfish	Entire Road	1400	20	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	

Note: Each page submitted must be approved by the Mayor.
Return to: County Engineer's Office

*Please return your completed Project
Request to the attention of Mandie
Kelly prior to December 15, 2020.*

Approved By: Mayor

City of Freeport
Interlocal Agreement Project Request Summary FY-21

STREET/LOCATION	LIMITS (TO-FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
Quintana	Ave C to Ave B	316	20	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Old River	Gulf to Ave D	316	21	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Alley	7 th - 8th	950	15	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Alley	6 th - Lynn	633	15	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Alley	7 th - Lynn	633	15	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Mesquite	W. Broad to W. 4th	318	24	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Hudgins	Ave B to Ave A	242	20	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	

Note: Each page submitted must be approved by the Mayor.
Return to: County Engineer's Office

*Please return your completed Project
Request to the attention of Mandie
Kelly prior to December 15, 2020.*

Approved By: Mayor

**City of Freeport
Interlocal Agreement Project Request Summary FY-21**

STREET/LOCATION	LIMITS (TO-FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
Ave A	Velasco to Archer	758	20	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Karankawa	Ave B to Gulf	960	24	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Ave C	Fisher to Division	325	22	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Jones	Yellowstone to Victoria	1370	18	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
Alley	4 th - 5 th	844	12	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	
W. 8 th	Cherry to REO Business	340	18	Mill, Add Base, stabilize w/8% Portland, add 3" asphalt	

Note: Each page submitted must be approved by the Mayor.
Return to: County Engineer's Office

*Please return your completed Project
Request to the attention of Mandie
Kelly prior to December 15, 2020.*

Approved By: Mayor

2020-2021 COUNTY INTERLOCAL ROADS

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Walnut								
	Asphalt	720	18	3	110	330	237.60	
5th to 7th	Crushed C	720	18	3	110	330	237.60	57.8 \$ 13,733.28
Ward A	Portland	720	18	8	4	32	23.04	30 \$ 7,128.00
	ABS-65	720	18	0.05	1	0.05	72.00	198 \$ 4,561.92
								2.72 \$ 195.84
								total \$ 25,619.04 0.136363636

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Cedar								
	Asphalt	792	25	3	110	330	363.00	
6th to 12th	Crushed C	792	25	3	110	330	363.00	57.8 \$ 20,981.40
Ward A	Portland	792	25	8	4	32	35.20	30 \$ 10,890.00
	ABS-65	792	25	0.05	1	0.05	110.00	198 \$ 6,969.60
								2.72 \$ 299.20
								total \$ 39,140.20 0.15

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Hickory								
	Asphalt	211	25	3	110	330	96.71	
1st to Brazos	Crushed C	211	25	3	110	330	96.71	57.8 \$ 5,589.74
Ward A	Portland	211	25	8	4	32	9.38	30 \$ 2,901.25
	ABS-65	211	25	0.05	1	0.05	29.31	198 \$ 1,856.80
								2.72 \$ 79.71
								total \$ 10,427.50 0.039962121

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
6th								
	Asphalt	422	22	3	110	330	170.21	
Hickory to Dead End	Crushed C	422	22	3	110	330	170.21	57.8 \$ 9,837.95
Ward A	Portland	422	22	8	4	32	16.50	30 \$ 5,106.20
	ABS-65	422	22	0.05	1	0.05	51.58	198 \$ 3,267.97
								2.72 \$ 140.29
								total \$ 18,352.40 0.079924242

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
N Ave R								
Yellowstone to Zapata	Asphalt	316	15	3	110	330	86.90	57.8 \$ 5,022.82
Ward C	Crushed C	316	15	3	110	330	86.90	30 \$ 2,607.00
	Portland	316	15	8	4	32	8.43	198 \$ 1,668.48
	ABS-65	316	15	0.05	1	0.05	26.33	2.72 \$ 71.63
							total	\$ 9,369.93
								0.059848485

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Redfish								
Entire road	Asphalt	475	20	3	110	330	174.17	57.8 \$ 10,066.83
Ward D	Crushed C	475	20	3	110	330	174.17	30 \$ 5,225.00
	portland	475	20	8	4	32	16.89	198 \$ 3,344.00
	ABS-65	475	20	0.05	1	0.05	52.78	2.72 \$ 143.56
							total	\$ 18,779.39
								0.089962121

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Saifish								
Entire road	Asphalt	1400	20	3	110	330	513.33	57.8 \$ 29,670.67
Ward D	Crushed C	1400	20	3	110	330	513.33	30 \$ 15,400.00
	Portland	1400	20	8	4	32	49.78	198 \$ 9,856.00
	ABS-65	1400	20	0.05	1	0.05	155.56	2.72 \$ 423.11
							total	\$ 55,349.78
								0.265151515

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Quintana								
Ave C to Ave B	Asphalt	316	20	3	110	330	115.87	57.8 \$ 6,697.09
Ward C	Crushed C	316	20	3	110	330	115.87	30 \$ 3,476.00
	Portland	316	20	8	4	32	11.24	198 \$ 2,224.64
	ABS-65	316	20	0.05	1	0.05	35.11	2.72 \$ 95.50
							total	\$ 12,493.24
								0.059848485

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Old River	Asphalt	316	21	3	110	330	121.66	
Gulf to Ave D	Crushed C	316	21	3	110	330	121.66	57.8 \$ 7,031.95
Ward C	Portland	316	21	8	4	32	11.80	30 \$ 3,649.80
	ABS-65	316	21	0.05	1	0.05	36.87	198 \$ 2,335.87
							2.72	\$ 100.28
							total	\$ 13,117.90 0.059848485

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Alley	Asphalt	950	15	3	110	330	261.25	
7th - 8th	Crushed C	950	15	3	110	330	261.25	57.8 \$ 15,100.25
Ward C	Portland	950	15	8	4	32	25.33	30 \$ 7,837.50
	ABS-65	950	15	0.05	1	0.05	79.17	198 \$ 5,016.00
							2.72	\$ 215.33
							total	\$ 28,169.08 0.179924242

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Alley	Asphalt	633	15	3	110	330	174.08	
6th - Lynn	Crushed C	633	15	3	110	330	174.08	57.8 \$ 10,061.54
Ward C	Portland	633	15	8	4	32	16.88	30 \$ 5,222.25
	ABS-65	633	15	0.05	1	0.05	52.75	198 \$ 3,342.24
							2.72	\$ 143.48
							total	\$ 18,769.51 0.119886364

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Alley	Asphalt	633	15	3	110	330	174.08	
7th - Lynn	Crushed C	633	15	3	110	330	174.08	57.8 \$ 10,061.54
Ward C	Portland	633	15	8	4	32	16.88	30 \$ 5,222.25
	ABS-65	633	15	0.05	1	0.05	52.75	198 \$ 3,342.24
							2.72	\$ 143.48
							total	\$ 18,769.51 0.119886364

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Mesquite								
W. Broad to 4th	Asphalt	318	24	3	110	330	139.92	57.8 \$ 8,087.38
Ward B	Crushed C	318	24	3	110	330	139.92	30 \$ 4,197.60
	portland	318	24	8	4	32	13.57	198 \$ 2,686.46
	ABS-65	318	24	0.05	1	0.05	42.40	2.72 \$ 115.33
							total	\$ 15,086.77 0.060227273

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Hudgins								
Ave B to Ave A	Asphalt	242	20	3	110	330	88.73	57.8 \$ 5,128.79
Ward D	Crushed C	242	20	3	110	330	88.73	30 \$ 2,662.00
	portland	242	20	8	4	32	8.60	198 \$ 1,703.68
	ABS-65	242	20	0.05	1	0.05	26.89	2.72 \$ 73.14
							total	\$ 9,567.60 0.045833333

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Ave A								
Velasco to Archer	Asphalt	758	20	3	110	330	277.93	57.8 \$ 16,064.55
Ward D	Crushed C	758	20	3	110	330	277.93	30 \$ 8,338.00
	portland	758	20	8	4	32	26.95	198 \$ 5,336.32
	ABS-65	758	20	0.05	1	0.05	84.22	2.72 \$ 229.08
							total	\$ 29,967.95 0.143560606

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Karakawa								
Ave B to Gulf	Asphalt	960	24	3	110	330	422.40	57.8 \$ 24,414.72
Ward D	Crushed C	960	24	3	110	330	422.40	30 \$ 12,672.00
	portland	960	24	8	4	32	40.96	198 \$ 8,110.08
	ABS-65	960	24	0.05	1	0.05	128.00	2.72 \$ 348.16
							total	\$ 45,544.96 0.181818182

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Ave C								
Fisher to Division	Asphalt	325	22	3	110	330	131.08	57.8 \$ 7,576.62
Ward D	Crushed C	325	22	3	110	330	131.08	30 \$ 3,932.50
	portland	325	22	8	4	32	12.71	198 \$ 2,516.80
	ABS-65	325	22	0.05	1	0.05	39.72	2.72 \$ 108.04
							total	\$ 14,133.96 0.06155303

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
Jones								
Yellowstone to Victoria	Asphalt	1370	18	3	110	330	452.10	57.8 \$ 26,131.38
Ward C	Crushed C	1370	18	3	110	330	452.10	30 \$ 13,563.00
	portland	1370	18	8	4	32	43.84	198 \$ 8,680.32
	ABS-65	1370	18	0.05	1	0.05	137.00	2.72 \$ 372.64
							total	\$ 48,747.34 0.259469697

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles
W. 8th								
Cherry to REO	Asphalt	340	18	3	110	330	112.20	57.8 \$ 6,485.16
Ward A	Crushed C	340	18	3	110	330	112.20	30 \$ 3,366.00
	portland	340	18	8	4	32	10.88	198 \$ 2,154.24
	ABS-65	340	18	0.05	1	0.05	34.00	2.72 \$ 92.48
							total	\$ 12,097.88 0.064393939

CR	MATERIAL	LENGTH	WIDTH	TNK	RATE	TONS	PPT	Miles	
Alley									
Yaupon to Dicke between 4th/5th	Asphalt	844	12		3	110	330	185.68	
Ward C	Crushed C	844	12		3	110	330	185.68	
	portland	844	12		8	4	32	18.01	
	ABS-65	844	12		0.05	1	0.05	56.27	
							total	\$ 20,020.81	0.159848485

Total Length
12341

	Milling Machine	\$32,000	
TOTAL		\$495,525	2.157386364

Asphalt
CC/Limestone
Portland
ABS-65

TONS	\$	totals
4298.89	57.8	248475.9383
4298.89	30	128966.75
416.86	198	82538.72
1302.69	2.72	3543.328889



City Council Agenda Item # 9

Title: Consideration amending chapter 153 flood damage prevention, of the code of ordinances of the city of Freeport

Date: December 7, 2020

From: Billywayne Shoemaker Building Official

Staff Recommendation:

Amend chapter 153, flood damage prevention, of the code of ordinances of the city of Freeport

Item Summary:

The City of Freeport must adopt floodplain management measures, such as a floodplain management ordinance, that meet or exceed the minimum NFIP requirements (copy enclosed) by December 30, 2020, to avoid suspension from the NFIP. If suspended, your community becomes ineligible for flood insurance through the NFIP, new insurance policies cannot be sold, and existing policies cannot be renewed.

Special Considerations:

- Changing definition of mean sea level
- Changing definition of water surface elevation
- Changing FIRM map revision
- Changing penalty amounts

Financial Impact:

A loss of availability to NFIP policies within the City would have a significant financial impact to our residence. There are currently 688 NFIP flood insurance policies in force within the City of Freeport, providing \$163,868,300.00 in coverage. Policyholders have filed 755 claims since 1978, resulting in claim payments of \$8,255,041.14.

Board or 3rd Party recommendation:

None

Supporting Documentation:

A copy of the proposed Ordinance is attached.

ORDINANCE NO. 2020-2621

AN ORDINANCE AMENDING CHAPTER 153, FLOOD DAMAGE PREVENTION, OF THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS; ESTABLISHING LEGAL REQUIREMENTS REGULATING FLOOD DAMAGE PREVENTION; CONTAINING A PREAMBLE; FINDING AND DETERMINING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS HELD IN COMPLIANCE WITH THE OPEN MEETINGS ACT; PROVIDING FOR ENFORCEMENT OF THIS ORDINANCE; MAKING IT AN OFFENSE FOR VIOLATION OF THIS ORDINANCE; CONTAINING A PENALTY; CONTAINING A SEVERANCE CLAUSE; CONTAINING A REPEALER CLAUSE; AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, the City Council finds that flood hazards of areas of the City of Freeport, Texas are subject to periodic inundation which results in loss of life and property, health, and safety hazards, disruption of commerce and governmental services and extraordinary public expenditures for flood protection and relief, all of which adversely affect the public health, safety and general welfare; and

WHEREAS, the City Council finds the promulgation of sound regulations to reduce the risk to life and property caused by flood conditions in the City of Freeport is vital protect against catastrophic flood, tidal surge, and inundation; and

WHEREAS, establishing and enforcing standards related to flood control are necessary to protect the public health, safety, and general welfare; and

WHEREAS, the City Council of the City of Freeport has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the health, welfare and safety of the citizens and property owners of the City; and

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

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

First, Chapter 153 of the Code of Ordinances of the City is hereby amended with the following provisions, which shall read as follows:

153.06 DEFINITIONS

MEAN SEA LEVEL - means, for purposes of the National Flood Insurance Program, the North American Vertical Datum of 1988 (NAVD 88) or other datum, to which base flood elevations shown on a community's Flood Insurance Rate Map are referenced.

WATER SURFACE ELEVATION - means the height, in relation to the North American Vertical Datum of 1988 (NAVD 88) (or other datum, where specified), of floods of various magnitudes and frequencies in the floodplains of coastal or riverine areas.

153.07.01 BASIS FOR ESTABLISHING THE AREAS OF SPECIAL FLOOD HAZARD

The areas of special flood hazard identified by the Federal Emergency Management Agency in the current scientific and engineering report entitled, "The Flood Insurance Study (FIS)-Brazoria County

Texas and Incorporated Areas December 30, 2020 with accompanying Flood Insurance Rate Maps (FIRM) dated December 30, 2020 and any revisions thereto are hereby adopted by reference and declared to be a part of this Chapter.

153.99 PENALTIES

A person who violates a provision this Chapter, is guilty of a separate offense for each day or part of a day during which the violation is committed, continued, or permitted. Each offense, upon conviction, is punishable by a fine not to exceed \$500.00. Nothing herein contained shall prevent City from taking such other lawful action as is necessary to prevent or remedy any violation.

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

Third, all Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Fourth, this ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2020.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM ONLY:

Betty Wells, City Clerk,
City of Freeport, Texas

Christopher Duncan, City Attorney,
City of Freeport, Texas