



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, JUNE 7, 2021 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 7TH DAY OF JUNE, 2021, 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_060721

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

https://join.freeconferencecall.com/council_mtg_060721

enter access code 5678901# and the online meeting code is: council_mtg_060721.

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. Presentation on Demolition Report. **(Shoemaker)**

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 May 17, 2021. **(Wells)**
3. Consideration and possible action approving an agreement for temporary use of ROW at driveway on property at Ave U. **(Kelty)**
4. Consideration approving the road closure of outside lane from S. Ave. A to Front St. leaving one lane open to traffic for a 5K Benefit for "Blessings Women Helping Women" to be held on July 24, 2021. **(Strahan)**
5. Consideration approving the road closure for Fort Velasco Day. **(Strahan)**

6. Consideration approving the road closure for Barcadia Event. **(Strahan)**
7. Consideration and possible action on vacating of plat for Pena subdivision. **(Shoemaker)**

COUNCIL BUSINESS – REGULAR SESSION:

8. **Public Hearing:** Public Hearing and possible action on Preliminary Plat of property described as Lot 4A of Thousand Oaks Subdivision a 4.000 Acre, 1-Lot Subdivision. Being a 4.000 Acre Tract Lots 4 and 5 of the replat of Thousand Oaks Subdivision in Clerks File No. 2007039748, B.C.P.R. in the Cochran and McClure Subdivision in the Jared E. Groce 5 Leagues Grant, Abstract No. 66 in Brazoria County, Texas.
9. Discussion and possible action for the approval of City Attorney Chris Duncan's Contract. **(Kelty)**
10. Consideration and possible action for water billing adjustment for the New Jerusalem Baptist Church. **(Kelty)**
11. Consideration and possible action approving Ordinance No. 2021-2631 on the new Water/Sewer Rate. **(Ezell)**
12. Consideration and possible action approving Resolution No. 2021-2686; A Resolution by the City Council of the City of Freeport, Texas, Approving Forms of Preliminary Official Statement and Notice of Sale; and Providing for Other Matters Incidental Thereto. **(Ezell)**
13. Consideration and possible action on Resolutions appointing/reappointing members to various Boards and Commissions. **(Kelty)**
 - a. Resolution No. 2021-2687, Planning and Zoning Appointments.
 - b. Resolution No. 2021-2688, EDC Appointments.
 - c. Resolution No. 2021-2689, Boards of Adjustments Appointments.
 - d. Resolution No. 2021-2690, Historical Commission and Main Street Appointments.
 - e. Resolution No. 2021-2691, Charter Review Appointments
 - f. Resolution No. 2021-2692, Senior Citizen Appointments.
14. Consideration and possible action approving a form of Agreement for use with Freeport youth athletic associations. **(Strahan/Petty)**
15. Consideration and possible action of approving Interlocal Agreement with Brazoria County regarding TIRZ. **(Holman)**

WORK SESSION:

16. 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:

17. Executive Session regarding a.) (Potential Litigation) consultation with city attorney, b.) (Deliberations about Real Property), East End c.) (Personnel Matters) City Managers Annual Review, in accordance with Vernon's Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072, 551.074.

COUNCIL BUSINESS – REGULAR SESSION:

ADJOURNMENT:

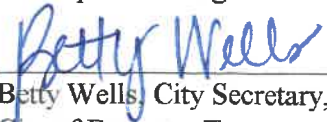
18. Adjourn.

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

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

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

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


Betty Wells, City Secretary,
City of Freeport, Texas



City Council Agenda Item # 1

Title: Demolition Report for 2020-2021

Date: June 7, 2021

From: Billywayne Shoemaker

Item Summary:

Presentation of Building and Code Report from cases over the past year. This report will show number of demolition permits issued; Billywayne will present the report to council.

Background Information:

This item appears before Council, to provide an update on progress since the ordinance adoption by Council last year. Staff has worked with a number of property owners to facilitate the demolition of structures that were in a state of disrepair.

Supporting Documentation:

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, May 17, 2021 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
Chris Duncan, City Attorney
Cathy Ezell, Finance Director
Lance Petty, Public Works Director
Chris Motley, Freeport Fire Chief
Laura Tolar, Special Events Coordinator
LeAnn Strahan, Destinations Director
Courtland Holman, EDC Director
Clarisa Molina, Administrative Assistant

Visitors:

David McGinty	Sandra Barnett
James Barnett	Ken Green
Manning Rollerson	Melanie Oldham
Sabrina Brimage	Edith Fischer (Brazosport Chamber)
Sandra Shaw (Brazosport Chamber)	Desiree Pearson
Kenny Hayes	Donna Hayes
Tommy Pearson	Nick Irene (Facts)
Joe Gonzalez	Coy McCleester
Diane McCleester	

Visitors, Via Teleconference:

Amanda Petty	Lila Diehl
Kimberly Hammonds	Paul Crow
Krisann Shoemaker	Vander Williams

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 Brooks Bass.

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.

Manning Rollerson spoke to council about his concern of the City and Eminent Domain with the Port Freeport. He thanked City Manager Tim Kelty, for help with getting the pole removed from his property. He said that the city should have redeveloped the East End of Freeport years ago. He said that he hopes that new council represents him and the people in the East End.

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

Presentation by the Brazosport Area Chamber of Commerce regarding tourism promotion.

Edith Fischer with the Brazosport Area Chamber of Commerce presented to council the annual tourism report.

Councilman Brimage asked if the Chamber shared the information on the Billfish Classic Event that is hosted by Freeport. He said that this is a huge event and said that he would like this shared by the Brazosport Chamber. Ms. Fischer said that this is something that can be done, she would need the information sent to her.

Councilman Pena asked if the City sponsored the Brazosport Chamber? Ms. Fischer said yes, the city sponsors \$5000.00 annually. He asked if the Freeport Golf Course is promoted. Ms. Fischer said that it is.

Councilman Muraira asked if City of Freeport is involved in the Brazosport Chamber, and how can we get more involved? Ms. Fischer said that there are Chamber Luncheons that members are able to attend.

Councilman Pena asked how many board members are from Freeport? Ms. Fischer said that she did not have that information with her. Councilman Pena also asked the number of Freeport Businesses that are members with the Chamber? And he asked if the monthly luncheons were ever held in the City of Freeport. Ms. Fischer said that in the past they have held them at Riverplace.

Presentation by Freese and Nichols regarding update on evaluation and recommendations on sanitary sewer infiltration and inflow

Jared Barber with Freese and Nichols presented to council the update on evaluation and recommendations on sanitary sewer and infiltration and inflow. He said that there is grant funding for this project of just under \$6 million.

Mr. Barber said that TCEQ has reviewed and approved our documents, and we are waiting for them to prepare the agreement. This will be brought before council to act on. Once this happens this will start the clock.

Councilman Pena asked which basins would be identified? Mr. Barber said the largest zones in the worst condition would be addressed first.

Kendig Keast Collaborative Presentation on Subdivision Control Ordinance revisions.

David Baird with Kendig Keast Collaborative presented to council the draft of the proposed Subdivision Control Ordinance. Mr. Baird said that this is an important step in revision of the Subdivision Control Ordinance.

Councilman Pena asked if this is a universal standard or if it is designed specifically to Freeport. Mr. Baird it is tailored to the priorities and desire of Freeport.

Councilman Pena asked if the Subdivision Control Ordinance addresses lot sizes, specifically in how it addresses the many 25 foot lots scattered around the community that are undevelopable under the current ordinance.

Mr. Baird said that lot size is a discussion that will be an important part of the Zoning Ordinance, but not really a part of the Subdivision Control Ordinance. He said that both the Steering Committee and Plan Commission have already be talking about coming up with a way to address the specific concern Councilman Pena raised.

EDC Director Courtland Holman, presented to council a photo of homes from Galveston that were examples of residential property developed on smaller lots.

Presentation on Demolition Report.

This item was tabled.

COUNCIL REGULAR AGENDA:

Consideration and possible action on the approval of City Council meeting minutes from May 3, 2021 and May 10, 2021.

On a motion by Councilman Brimage, seconded by Councilman Cain, with all present voting "Aye" 5-0 Council unanimously approved City Council meeting minutes from May 3, 2021 and May 10, 2021.

Consideration and possible action awarding bid to C3 Constructors, LLC of \$131,000 for E2448 (GLO 20-065-050-C158) Freeport- Bar Screen Replacement.

Finance Director, Cathy Ezell presented to council possible action awarding bid to C3 Constructors, LLC of \$131,000 for E2448 (GLO 20-065-050-C158) Freeport- Bar Screen Replacement. She said that staff recommends approval of the bid to C3 Constructors, LLC. She said that this project had been on hold due to the GLO needing clarification on environmental issues, but this issue has been addressed, and the City is able to move forward.

Mayor Bass asked what is the Bar Screen? Ms. Ezell said this piece of equipment filters out solids that won't break down in the treatment process.

On a motion by Councilman Brimage, seconded by Councilman Muraira, with all present voting "Aye" 5-0 Council unanimously approved awarding bid to C3 Constructors, LLC of \$131,000 for E2448 (GLO 20-065-050-C158) Freeport- Bar Screen Replacement.

Consideration and possible action approving Ordinance No. 2021-2630 for Budget Amendment #2 for FY2021.

Finance Director Cathy Ezell presented to council Ordinance No. 2021-2630 for Budget Amendment #2 for FY2021. She said that the following budget amendment is for Police Step Grant Revenue for overtime and insurance funds received for the library and service center for freeze damage.

On a motion by Councilman Muraira, seconded by Councilman Pena, with all present voting "Aye" 5-0 Council unanimously approved Ordinance No. 2021-2630 for Budget Amendment #2 for FY2021.

Discussion regarding Social Media / Press Release Policy for all City Employees and Departments.

Councilman Pena discussed with council the importance that the city speaks with a unified voice. He used recent communication during the winter storm, and now the Port Freeport as examples. He said that he believes there needs to be a policy to coordinate the dissemination of public information and especially by way of social media. He asked if a motion could be made in developing a policy on such. Mr. Kelty said he is willing to meet with Councilman Pena to help him develop a specific policy that he would like council to consider at a future meeting.

Councilman Brimage said that we have to be careful in what we propose, he said that the Police Department has brought positive exposure to the city.

Discussion regarding Departments Communications/Public Relations Director.

Councilman Pena discussed with council the possibility of developing a position of a Communications/Public Relations Director. He said that he would like to try and find funding for this position in the next budget.

Councilman Brimage asked if the Everbridge messages can be shared on Social Media? Chief Motley said yes. Chief Motley also said that the Everbridge messages can go out to all captured land lines, but with mobile lines and email citizens must enter the information manually.

Discussion regarding establishing Compensation Plan Committee for Police Department.

Councilman Pena spoke to council about his concern that even with the increase in pay we are still having officers leave our city. He said that his concern is there may be other issues other than pay. He said that he thinks we need a committee to evaluate the situation.

Councilman Brimage said that these officers' risk their life every day. He said if we call, they are there. Councilman Brimage said we are losing our officers to Brazoria County, he said they are taking our good officers without hesitation.

Councilman Muraira said that the Police and Fire Department are important, but so are other city department employees. He said that they all need to be considered.

Councilman Cain said that money is not the only motivator. He said that we need to look into other incentives that we offer the employees

WORK SESSION:

Councilman Pena told Manning Rollerson that there are some things that council cannot discuss or compromise legally, he said that the city will not go down without a fight.

Councilman Cain said that at the intersection of 7th Street and Velasco, to the right there are shrubs and to the left there are limbs he said these need to be trimmed because you cannot see, he said that this needs to be taken care of. Councilman Cain said the property at 1732 West 8th is vacant and the grass is overgrown, windows are broken, and doors are opened. He said that he is sure this is rental property but it needs to be cleaned up and taken care of.

Councilman Muraira shared his personal story of the Port bought his parents property, he said that he was 17 years old when this happened. Councilman Muraira said that he believes that this council is doing the best that they can. Councilman Muraira said that he hopes the pay study includes all departments, he said that we are losing employees, and we have to think of them all. He asked Lance Petty the Public Works Director to repair a pothole on McNeil and Ave B. He said that he would also like recognition to be given for the local food pantries.

Councilman Brimage said that James Darthard at 204 South Ave F needs some work done to the ditch by his house. He also said that the property that was built by Habitat at 1207 West 4 was built so high, it caused the property at 1211 West 4, to flood, he said that we need to do something about the drainage on 1207 West 4. Councilman Brimage said that the property at 1215 West 4 needs to be addressed, he said that there are several code issues and something needs to be done. He also said that TXDOT needs to be contacted about the traffic light at Ave A and Brazosport, it needs to be adjusted it takes too long to change, and people are detouring to Ave B by the school.

Manning Rollerson said that the PD is underpaid.

City Manager Tim Kelty spoke about the street construction program. He also said that we had one bid come in for the beach and golf course road repair. He said that the bid came in for \$187,000.00 and he does not recommend this, it is way too high.

Update on reports / concerns from Department heads

Pubic Works Director, Lance Petty said that the lighting for the ball fields has been received and we are waiting on the hanging hardware to come in. Once this comes in, we will contact Penny's electric to complete the install of the new lights. Mr. Petty said that the fishing pier at Riverplace has been removed. The contractor is waiting on lumber to be delivered. He said that this repair is moving along. Mr. Petty said that the roof and gutters at FMP will begin once he receives one more quote. He said he has received two quotes and needs a third this is required by our procurement policy. Mr. Petty said that the library is complete. The shelves are being moved back in now. He said that the library has applied for a grant, and they are about 99% certain they will receive it. This would replace all the furniture in the building. He said that the library is planning to re-open the 2nd week of June.

Mayor Bass commended the department heads on their monthly reports. He also asked the directors to make sure they have a plan because we are coming into hurricane season. Mayor Bass commented on the Editorial in the Facts News Paper written by Mr. Morris.

Open session was closed at 8:14 pm and Council entered into Executive Session.

CLOSED SESSION:

Executive Session regarding a.) (Potential Litigation) consultation with city attorney b.) (Deliberations about Real Property), East End, c.) (Personnel Matters) City Manager Annual Evaluation, in accordance with Government Code Annotated, Chapter 551, Sections 551.071, 551.072, 551.074.

REGULAR SESSION

Mayor Bass reconvened regular session at 9:08 P.M.

There was no action taken from executive session.

Adjourn

On a motion by Councilman Cain, seconded by Councilman Brimage, with all present voting "Aye", Mayor Bass adjourned the meeting at 9:08 P.M.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 3

Title: Consideration and possible action regarding a revocable license to use undeveloped right-of-way for driveway access

Date: June 7, 2021

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends that Council approve this license agreement.

Item Summary: Javier Acuna owns 4 undeveloped lots east of the corner of Avenue U and Varner Street. The Avenue U right-of-way, from that corner to the east, is undeveloped. If this agreement is approved Mr. Acuna plans to have 2 homes constructed on his lots, and construct a shared access driveway for both homes. The property further to the east is owned by Mr. Wong. It is very unlikely that Avenue U would ever be extended in the future, but this agreement would allow for that potential if it ever occurred.

Background Information

None.

Special Considerations: Without this agreement Mr. Acuna's lots are undevelopable unless the city invests in constructing a new road for these two houses.

Financial Impact: There would be no cost to the City. If constructed the two new properties would add to the assessed value of the City.

Board or 3rd Party recommendation: None

Supporting Documentation: License Agreement prepared by Mr. Duncan

NON-EXCLUSIVE REVOCABLE LICENSE TO USE PROPERTY

This Agreement is made on the _____ day of _____, 2021, between JAVIER ACUNA, hereinafter called LICENSEE, and the City of Freeport, Texas, a home-rule municipality, hereinafter called LICENSOR.

WHEREAS, LICENSEE owns the following real property within the city limits of the City of Freeport, Texas:

Lots 13, 13A, 14, and 15 of Block 782, Velasco Townsite.

WHEREAS, LICENSEE's only access to the above real property is along an unimproved, platted easement representing the unimproved continuation of Avenue U, set forth in Exhibit A, attached and incorporated herein.

WHEREAS, LICENSEE has requested a non-exclusive license to improve the surface of the above easement to provide access to the real property described above.

In consideration of the mutual promises provided herein and other good and valuable consideration the parties agree as follows:

I.

PREAMBLE

The parties agree that the facts set forth in the above preamble are true and correct.

II.

GRANT OF PERMISSION

In consideration of LICENSEE's promises herein, LICENSOR hereby gives permission, revocable and terminable as hereinafter provided, to LICENSEE to enter onto the land of LICENSOR described below for the purpose of constructing an asphalt drive to access his property, maintenance, and use said asphalt drive under the terms and conditions herein set forth which LICENSEE promises to comply and abide with.

III.

DESCRIPTION OF PROPERTY

The property of LICENSOR that LICENSEE is hereby permitted to enter is described as follows:

The platted easement along the Northern boundary of Block 782, Velasco Townsite, representing the unimproved continuation of Avenue U, Freeport, Texas, beginning at the eastern boundary of Varner Street, and ending at the Eastern boundary of Lot 13A, Block 782, Velasco Townsite.

IV.
CONSIDERATION

This permission is given to LICENSEE in exchange for the construction and maintenance of the asphalt drive under the specifications set below. LICENSEE hereby acknowledges that the LICENSOR has title to the above-described premises and agrees never to assail, resist, or deny such title.

V.
PERMISSION NOT EXCLUSIVE

This permission is not exclusive to LICENSEE and LICENSEE shall have the privilege hereunder only of occupying such portion of the above-described premises as the representative of LICENSOR in charge of such premises shall from time to time designate. Further, LICENSEE acknowledges and agrees that platted easement and the asphalt drive constructed thereon, shall be open to use by the general public, and LICENSEE shall take no action to restrict access or use by the general public.

VI.
IMPROVEMENTS

LICENSEE shall have permission to construct an asphalt drive in accordance with the established codes and ordinances of the City of Freeport. Prior to construction, LICENSEE shall get written permission from the City Manager or his designee regarding the placement of said asphalt drive within the boundaries of the easement, such location determined within the discretion of the City Manager or his designee. The asphalt drive shall be a minimum of ten (10) feet wide and may not extend past the Eastern boundary of Lot 13A, Block 782, Velasco Townsite. LICENSEE shall maintain the asphalt drive in good condition under the direction of the City Manager or his designee. LICENSEE is required to take all action prescribed by the City Manager or his designee in writing, to maintain the asphalt drive in good working condition, including resurfacing or reconstructing, within 60 days of receipt of such written demand.

VII.
NO NUISANCE ON PREMISES

LICENSEE shall not perform or permit any of LICENSEE's guests, invitees, or licensees to perform any disorderly conduct or commit any nuisance on the premises or to use the premises in any way so as to interfere with the exercise by the general public.

VIII.
SANITATION

LICENSEE shall be responsible to maintain the easement, where and upon which the asphalt drive is constructed, clean, mowed, and free of all trash or obstructions.

IX.

INDEMNIFICATION

LICENSEE shall exercise his privileges hereunder at his own risk, and, irrespective of any negligence of LICENSOR, LICENSEE shall indemnify LICENSOR against all liability for damages, costs, losses, and expenses resulting from, arising out of, or in any way connected with, the occupation or use of the premises by LICENSEE, or the licensees, invitees, or guests of LICENSEE, or the failure on the part of LICENSEE to perform fully all and singular LICENSEE's promises herein. LICENSOR shall not be liable to LICENSEE if for any reason whatever LICENSEE's occupation or use of the premises hereunder shall be hindered or disturbed.

X.

LICENSEE shall indemnify and hold harmless the LICENSOR for any liability for injuries to persons or property made against the LICENSOR with respect to the use of the premises by LICENSEE. During all periods of construction or maintenance, LICENSEE shall maintain policies of insurance in such amounts as may from time to time be reasonably required by LICENSOR against insurable hazards which may occur as a result of LICENSEE's use of the premises.

XI.

PRIVILEGE NOT ASSIGNABLE

LICENSEE's privileges hereunder shall not be assignable by LICENSEE in whole or in part.

XII.

NO CREATION OF RIGHT TO POSSESSION

LICENSEE acknowledges that this Agreement constitutes a revocable license, that this Agreement does not create a lease nor any right to the possession of the property, nor does it create any estate or interest in the property.

XIII.

NO RELIANCE CREATED BY EXPENDITURES

LICENSEE stipulates and agrees that any expenditure of money made in reliance upon this Agreement was done at LICENSEE's own peril and with the full and complete understanding that this Agreement was and remains terminable by LICENSOR.

XIV.

TERMINATION

LICENSOR reserves the right to terminate the permission hereby given at any time by giving LICENSEE at least 60 days written notice of such termination, except that LICENSOR may, at its election, terminate the permission forthwith at any time if LICENSEE shall fail to comply with or abide by each and all of the provisions hereof or keep all and singular LICENSEE's promises herein. Waiver by LICENSOR of any breach of any term or provision hereof shall not be deemed a waiver of any subsequent breach of the same or any other term or provision hereof.

XV.
NOTICE

Any notice to LICENSEE hereunder shall be sufficient if served on LICENSEE personally or posted on the premises, and if so posted shall be deemed served on the date of posting or mailed to LICENSEE directed to his last known address, and if so mailed in the State of Texas shall be deemed served on the business day next following the date of mailing.

XVI.
NO CLAIM OF INTEREST OR ESTATE

LICENSEE agrees that he does not and shall not claim at any time any interest or estate of any kind or extent whatsoever in the premises, by virtue of this License or the use of the premises.

XVII.
ENTIRE AGREEMENT

That making, execution, and delivery of this Agreement by LICENSEE has been induced by no representations, statements, warranties, or agreements other than those herein expressed. This Agreement embodies the entire understanding of the parties and there are no further or other agreements or understandings, written or oral, in effect between the parties, relating to the subject matter hereof. This instrument may be amended or modified only by an instrument of equal formality signed by the respective parties.

XVIII.
ATTORNEY FEES

LICENSEE agrees that it shall be responsible for all reasonable attorney fees to enforce or defend this agreement, should LICENSOR prevail in the litigation.

LICENSOR:
CITY OF FREEPORT, TEXAS

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

LICENSEE:

Javier Acuna

EXHIBIT A

Owner Name: ACUNA JAVIER

PID: 261940

Tax ID: 8110-3925-000

Legal desc: VELASCO (FREEPORT), BLOCK 782, LOT 13-14-15-13A





City Council Agenda Item # 4

Title: 5K Road Closures

Date: June 7, 2021

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

Staff Recommendation:

Staff recommends approval of the requested road closures and support necessary for the Blessings 5K event route scheduled for Saturday, July 24, 2021.

Item Summary:

Alexandria Robinson, Director of Blessings Women Helping Women, has requested to host a 5K benefit to begin and end at Freeport Municipal Park on Saturday, July 24, 2021. Check in will begin at 8:30am with the 5K beginning at 9:00am.

The proposed path begins in FMP Park exiting north on Old River Street, east at Ave. A, proceeding south on N. Velasco, crossing the bridge on the sidewalk, following the alley north of 2nd Street to enter into the Freeport Community Park. Runners will then follow the levy around ending in front of Riverplace. We will need to shut down the outside lane from S. Ave. A to Front St. leaving one lane open to traffic. We will need to have an officer for traffic control at S. Ave. A and Velasco, as well as a patrol car to follow up the end.

Background Information:

Blessings Women Helping Women, based out of Brazoria County, is a newly established non-profit for women only, bringing local women together into an environment that uplifts, empowers and inspires women of all walks of life in order to inspire growth and improvement in our community. They are currently in the process of obtaining the proper documentation to finalize set up of the organization and secure non-profit status. 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

With this organization just beginning, this is a wonderful opportunity for us to support and highlight their efforts for the betterment of our own citizens and community.

Financial Impact:

N/A

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Map – Proposed run path

Blessings 5K Event flyer



Google

28°57'23.84" N 95°21'55.86" W elev 5

523

W Locust St

Old Hwy 36

W Broad St

W 2nd St

Pecan St

W 1st St

Holly St

W 3rd St

W 4th St

W 5th St

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W 99th St

W 100th St

Women's Walk of Empowerment 5K

An event to benefit Women's Wellness

Saturday
JULY 24
2021

Girls
9-16 Yrs
FREE

Starts at 9AM

**Freeport Municipal
Park Pavilion**



\$35

Register By:
July 24, 2021

Registration:

<https://www.eventbrite.com/e/blessings-5k-tickets-153534424597>



City Council Agenda Item # 5

Title: Fort Velasco Day - Road Closures & Artillery Demonstrations

Date: June 7, 2021

From: LeAnn Strahan, Destinations Director

Staff Recommendation:

Staff recommends approval of the requested road closures in reference to the Fort Velasco Day event scheduled for Saturday, June 26, 2021.

Item Summary:

The Freeport Historical Museum is hosting Fort Velasco Day, a living history event in Memorial Park and the museum on Saturday, June 26, 2021 from 9:00am – 4:00pm. We anticipate approximately 50 participants from all over the state of Texas and could draw well over 500 spectators throughout the day.

Living history participants will begin to arrive on Friday, June 25th, as some will set up 1830s period camp in the park overnight. Living historians will conduct period demonstrations including drill, black powder rifle firing, artillery, and textiles.

Road closures are requested to ensure guest safety from vehicular traffic and firearm demonstrations (powder only – not live rounds) as we anticipate large crowds.

Background Information:

The Battle of Fort Velasco occurred on June 25th and June 26th, 1832. The exhibit and living history event commemorate the 189th anniversary of the battle between Mexican and Texian forces in response to the law of 1830.

Special Considerations

We expect this event to be held annually as our signature living history event. Preparations for this event have allowed us to network and outreach with the state's top historical museums including The Alamo, San Jacinto Battleground, Presidio La Bahia, San Felipe de Austin, and others.

Financial Impact:

N/A

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Map – Requested Road Closures
Fort Velasco flyer



© 2021 Google

Google

28°56'56.03" N 95°20'47.13" W elev 5'



FORT VELASCO

Exhibit

June 7th through August 2021

Fort Velasco Day

Saturday, June 26th

FREEPORT HISTORICAL
MUSEUM
& VISITOR CENTER



City Council Agenda Item # 6

Title: Barcadia Motorcycle & Car Show - Road Closures, Alcohol Sales

Date: June 7, 2021

From: LeAnn Strahan, Destinations Director

Staff Recommendation:

Staff recommends approval of the requested road closures and the sale of alcoholic beverages for a Barcadia hosted event scheduled for Saturday, July 24, 2021.

Item Summary:

Barcadia is planning to partner with Los Camaradas MC Two Rivers to host a car and bike show in July. Plans would also include vendor booths, food trucks, and one or two local bands playing live music. They anticipate over 1,000 visitors in downtown for the event.

James McDonald is requesting permission for Barcadia to sell alcohol on event day, and to block off the 200-300 blocks of East & West Park at 2nd, Broad and 4th Streets.

Background Information:

Los Camaradas MC Two Rivers is an organized, non-violent motorcycle club made up of police officers, fire fighters and businessmen who meet regularly and are widely known for their charity events. Multiple car clubs from the Brazoria and Galveston County area are expected participate in the event.

Special Considerations

As the event date draws near, we will meet to discuss event security and road closure set up.

Financial Impact:

N/A

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Map – Proposed Road Blocks
Request Letter



E Brazos

Tobey Hardware

Beach B

Freeport Museum
and Visitor Center

E Park Ave

W Broad St

E 4th St

E Park Ave

W 4th St
W 4th St

Epic Hookah Lounge

Park Ave Lofts & Studios

W Park Ave

W Park Ave

W Park Ave

W Broad St
W Broad St

Kik's Tiki Cantina

May 28, 2021

Freeport City Council
200 W. 2nd Street
Freeport, TX 77541

RE: Road Closure/Special Event Request

Mayor & Council,

I am a local business owner requesting permission to co-host an event in downtown Freeport on Saturday, July 24, 2021 from 9:00am to 9:00pm. Beach Bums Barcadia plans to host a car show including classic and muscle cars with multiple car clubs from the Brazoria and Galveston County area.

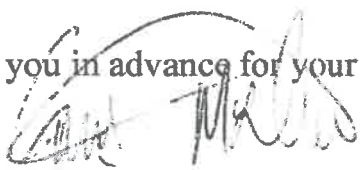
A bike show would be hosted by Los Camaradas MC Two Rivers which is an organized, NON-VIOLENT motorcycle club made up of police officers, fire fighters and businessmen who meet regularly and are known for their charity events.

Plans would include vendor booths, food trucks and one or two local bands playing live music. We expect over 1,000 visitors to the downtown Freeport area for this event. We request permission to sell alcohol for the event, and to block off the 200-300 blocks of East & West Park.

Barcadia owners/staff will ensure entire downtown area is cleaned up properly and will employ private security for the event.

We ask the City to provide barricades to block off the street and extra trash receptacles.

Thank you in advance for your consideration.



James McDonald, Owner
Beach Bums Barcadia
(979) 480-4243
beachbumsbarcadia@gmail.com



City Council Agenda Item # 7

Title: Discuss and take action on vacating of plat for Pena Subdivision.

Date: June 7, 2021

From: Billywayne Shoemaker

Staff Recommendation:

Vacate the previous approved Plat in the ETJ

Item Summary:

The property owner had the City approve a replat in 2020 to combine two properties for the purpose of constructing a single-family residence. The owner has since decided not to move forward with the construction and is now moving to vacate the plat. Which would return the property into two lots for the purpose of selling the two lots.

Background Information:

This property is located in the BAR X subdivision which lies in the City's ETJL. The property owner previously combined these lots with the purpose of building, they have since decided not to build and are now planning on selling the properties.

Special Considerations:

None

Financial Impact:

None

Board or 3rd Party recommendation:

The Planning and Zoning Board held a meeting on May 25, 2021 and recommended that the plat be vacated upon Council approval

Supporting Documentation:

Application for Plat Vacation

PLAT VACATION APPLICATION FORM

FILING DATE: _____

NAME AND LOCATION

PHYSICAL ADDRESS: 525 Angus TR. / 519 Angus TR.

SUBDIVISION NAME: Bar-X-Ranch

SUBDIVISION LEGAL DESCRIPTIONS: (Current) _____

Bar X Ranch sec 2 Blk 3 Lot 485 Acres 1
Bar X Ranch sec 2 Blk 3 Lot 486 Acres 1

JURISDICTION (CHECK ONE): CITY: _____ ETJ:

DOES THIS SITE CURRENTLY HAVE ANY OF THE FOLLOWING: ELECTRIC METER no, WATER TAP no, or WASTEWATER no

IS A REPLAT OR RESUBDIVISION APPLICATION BEING SUBMITTED CONCURRENTLY FOR THE LOT(S) BEING VACATED? YES _____ NO no
IF YES, INCLUDE THE NAME OF PROPOSED PLAT: _____

OWNER INFORMATION

OWNER NAME: Daniel Peña TELEPHONE NO. 979 236 6627

STREET ADDRESS: 448 Hinkley St.

CITY, STATE AND ZIP Clute TX 77531

EMAIL: yicsip@yahoo.com

AGENT INFORMATION

NAME: _____ TELEPHONE NO. (____) _____

STREET ADDRESS: _____

CITY, STATE AND ZIP _____

EMAIL: _____

PLAT ATTRIBUTES

DO THE LOT(S) BEING VACATED RECIEVE UTILITY SERVICE? YES NO

SPECIFIC SERVICES AND UTILITY PROVIDER(S): WATER: none

WASTEWATER: none ELECTRIC: none

HAS ANY DEVELOPMENT OCCURRED ON THE LOT(S) BEING VACATED? YES NO

SPECIFY TYPE OF DEVELOPMENT: none

HAS A LETTER OF CREDIT BEEN POSTED FOR THE LOT(S) BEING VACATED? YES NO

WAS A RIGHT-OF-WAY DEDICATED BY THE PLAT? YES NO

SPECIFY IMPROVEMENTS FOR WHICH THE LETTER OF CREDIT WAS POSTED:

HAVE THESE IMPROVEMENTS BEEN COMPLETED? YES NO

HAS THE LETTER OF CREDIT BEEN RELEASED? YES NO

IF YES PLEASE GIVE DATE: _____

VACATING OF PLAT

Subdivision Plat Name: Peña Subdivision

As owner(s) of the Peña Subdivision Replat, a subdivision plat recorded in the map records of Brazoria County, Texas in Cabinet 16, Pages 119-128, Slot 53, we by this instrument declare the subdivision plat vacated. At this time we are still the owners of all the lots and no improvements have been made within the limits of the subdivision as of this day. We will inform the regulatory agencies that approved the plat that this plat has been vacated.

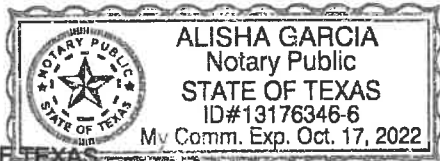
Owners:

Signature [Handwritten Signature]
Print Name Daniel Peña Yicisi H. Peña

THE STATE OF TEXAS
COUNTY OF BRAZORIA

On this 30 day of April, 2021, before me personally appeared Daniel Peña, known to me to be the individual described in and who executed the foregoing instrument and who duly acknowledged to me that they executed the same for the purpose therein contained.

In witness whereof, I hereinto set my hand and official seal.

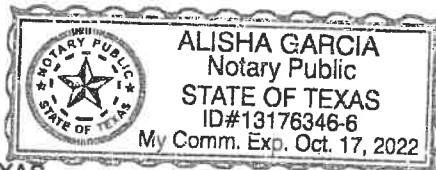


[Handwritten Signature]
Notary Public in and for Brazoria County
& For the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

On this 30 day of April, 2021, before me personally appeared Yicisi Peña, known to me to be the individual described in and who executed the foregoing instrument and who duly acknowledged to me that they executed the same for the purpose therein contained.

In witness whereof, I hereinto set my hand and official seal.



[Handwritten Signature]
Notary Public in and for Brazoria County
& For the State of Texas
My Commission Expires: _____

THE STATE OF TEXAS
COUNTY OF BRAZORIA

On this ___ day of _____, 20___, before me personally appeared _____, known to me to be the individual described in and who executed the foregoing instrument and who duly acknowledged to me that they executed the same for the purpose therein contained.

In witness whereof, I hereinto set my hand and official seal.

Notary Public in and for Brazoria County
& For the State of Texas
My Commission Expires: _____

NOTARY STATEMENT REQUIRED FOR EACH SIGNATURE UNLESS ALL OR SOME OWNERS SIGN BEFORE THE SAME NOTARY THE DATE OF EACH INDIVIDUAL NOTARY CERTIFICATE MUST MATCH THE DATE THAT



City Council Agenda Item # 8

Title: Public Hearing: Discuss and take action on Final Plat Lot 4A of Thousand Oaks Subdivision A 4.000 Acre, 1-Lot Subdivision Being a 4.000 acre tract Lots 4 and 5 of the replat of Thousand Oaks Subdivision in Clerk's File No. 2007039748, B.C.P.R in the Cochran and McClure Subdivision in the Jared E. Groce 5 Leagues Grant, Abstract No. 66 In Brazoria County, Texas

Date: June 7, 2021

From: Billywayne Shoemaker

Staff Recommendation:

Approve a Plat in the Thousand Oaks subdivision which lies in the City's ETJ

Item Summary:

Purpose of the Plat is to combine two properties for the purpose of constructing a single-family residence.

Background Information:

This property is located in the Thousand Oaks subdivision which lies in the City's ETJ. The property owner is combining these lots with the purpose of building.

Special Considerations:

No infrastructure improvement would be required.

Financial Impact:

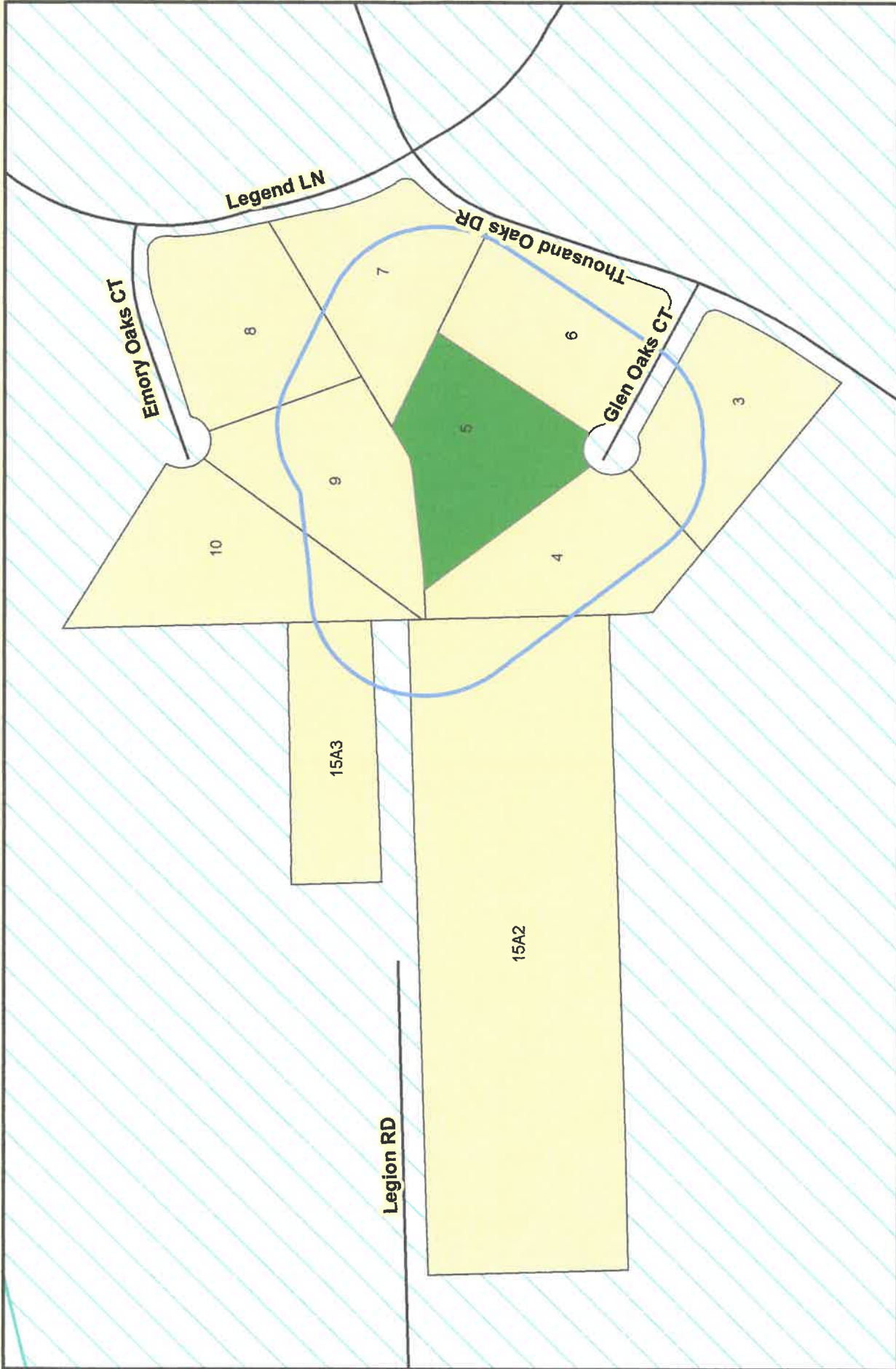
None

Board or 3rd Party recommendation:

The Planning and Zoning Board held a meeting on May 25,2021 and recommended that the plat be approved, upon Council approval

Supporting Documentation:

Copy of plat and Map



Legend	
	574868
	200' Buffer
	Business Parcels
	Parcels
	ROADS
	City of Freeport ETJ
	Water

Replat Property Location Map
Property ID 574868

0 90 180 360 540 720 Feet

Author: Laura Tolar
 Document Path: S:\GIS Data\574868
 segovia replat 200ft w template



City Council Agenda Item # 9

Title: Consideration and possible action to approve an amendment to the Contract for employment services and Power of Attorney for Chris Duncan serving as City Attorney and Prosecutor

Date: June 7, 2021

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends consideration of an amendment to the contract with Mr. Duncan.

Item Summary:

The proposed Contract amends the agreement with Chris Duncan.

- A. Under the contract Mr. Duncan would attend all City Council meetings, provide legal advice for all matters on the City Council agenda, prosecute all Class C misdemeanors in Freeport Municipal Court, draft and/or review all city ordinances, resolutions, contracts, interlocal agreements, advise City Council and the City Manager regarding all legal questions including contracts, ordinances, resolutions, human resources, department policies, and claims made against the City or its employees.
- B. Additionally, He would represent the City in all civil litigation and special projects such as creation of special districts, actions of eminent domain, actions of condemnation, and cooperation with TML attorneys regarding claims in which TML provides lead counsel.

His Contract is being amended from a flat \$6,600/month retainer for those items in Paragraph A above and \$180.00 per hour for items in "B", to a flat fee of \$6,000/month for the first 40 hours per month plus \$180.00 per hour for any hours over 40 for both A & B.

The other proposed change to the contract REPLACES: *"The term of this agreement shall be for one year, and unless terminated by either party, and shall renew automatically for successive one-year terms. Either party may terminate this agreement upon thirty (30) days written notice."*

WITH: *"The term of this Agreement shall be for THREE (3) year(s), from the date of execution."*

This Employment Agreement may be terminated by the City upon giving 30 days written notice of termination for reasonable cause. Reasonable cause shall occur if Attorney willfully engages in gross misconduct (active or passive), gross negligence, fraud or dishonesty which has resulted in, or is likely to result in, material injury to the City, and such injury is not cured within 30 days upon written demand.”

Background Information:

Mr. Duncan, a native of Freeport, was selected to serve the city of Freeport as its City Attorney and Prosecutor in June of 2019 following the submission of proposals from various Law firms.

Last year, his contract was amended providing a 20% increase in the monthly retainer amount. Mr. Duncan has served the City well over the last 2 years in that capacity

Special Considerations: Mr. Duncan also serves as the EDC Board attorney. He has been extremely busy and works many hours for the City of Freeport and Freeport EDC. He also serves as city attorney for the City of Clute.

Financial Impact: The financial impact is unknown at this time. Up to this point Mr. Duncan invoices to the city over the past 2 years has not included hour worked, and he has not represented an estimated range of hours expected each month to be billed under the new contract.

Board or 3rd Party recommendation:

N/A

Supporting Documentation: proposed agreement

EMPLOYMENT AGREEMENT AND POWER OF-ATTORNEY

The CITY OF FREEPORT, TEXAS ("CITY") employs CHRISTOPHER DUNCAN, ("ATTORNEY") as Attorney and Counselor at Law to represent CITY as the official City Attorney, for the City of Freeport, Texas.

Consistent with the City Charter, CITY hereby appoints Christopher Duncan and such other attorneys selected by him as the City Attorney. ATTORNEY shall represent the CITY in all litigation and to serve as the legal advisor of and attorney and counsel for, the CITY and all officers and departments thereof.

ATTORNEY shall serve as an independent contractor, and is not an employee of the CITY.

In consideration for the agreement of the ATTORNEY to accept representation of the CITY, and as compensation for his services as City Attorney, CITY agrees to pay ATTORNEY the following compensation:

\$6,000 retainer fee per month, payable on the 1st day of each month in advance of service.

An hourly fee of \$180 per hour for each hour over 40 hours in each calendar month, payable within 30 days of submission of invoice. ATTORNEY shall bill in quarter hour portions.

ATTORNEY shall attend all City Council meetings, provide legal advice for all matters on the City Council agenda, prosecute all Class C misdemeanors in Freeport Municipal Court, draft and/or review all city ordinances, resolutions, contracts, interlocal agreements, advise City Council and the City Manager regarding all legal questions including contracts, ordinances, resolutions, human resources, department policies, and claims made against the City or its employees. ATTORNEY shall represent the CITY in all civil litigation and special projects such as creation of special districts, actions of eminent domain, actions of condemnation, and cooperation with TML attorneys regarding claims in which TML provides lead counsel.

All expenses of litigation and special projects shall be borne and paid for in advance by the CITY or paid directly to the third party provider of goods and services. ATTORNEY shall be immediately reimbursed for all expenses advanced, without reduction of the scheduled or hourly fees earned by ATTORNEY. Any court costs, deposition costs, filing fees, consultant's fees and other professional fees incurred on CITY's behalf (including specialized or local legal counsel), and other disbursement will be paid directly by CITY or, when advanced by ATTORNEY, will be borne by and paid for by CITY as provided above.

Extraordinary expenses such as consultant's fees and other professional fees shall be expressly approved in advance by the CITY.

The term of this Agreement shall be for THREE (3) year(s), from the date of execution.

This Employment Agreement may be terminated by the City upon giving 30 days written notice of termination for reasonable cause. Reasonable cause shall occur if Attorney willfully engages in gross misconduct (active or passive), gross negligence, fraud or dishonesty which has resulted in, or is likely to result in, material injury to the City, and such injury is not cured within 30 days upon written demand.

This Employment Agreement is made and payable in Brazoria County, Texas.

By signature below, the City agrees that the City Council of Freeport, Texas followed all requirements of law and its city charter prior to entering this Agreement, and was authorized by majority vote of the City Council in Open Session of a duly noticed Council Meeting under the requirements of the Texas Open Meetings Act.

This Agreement is approved by the City Council of the City of Freeport, Texas.

SIGNED THIS _____ DAY OF _____, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

Christopher Duncan

Attest:

Betty Wells, City Secretary
City of Freeport, Texas



City Council Agenda Item # 10

Title: Consideration and possible action regarding high Utility Bill of New Jerusalem Baptist Church on Skinner Street.

Date: June 7, 2021

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends that Council Consider reducing the outstanding Utility Bill currently owed by the Church.

Item Summary: In May, the New Jerusalem Baptist Church located at 1615 Skinner Street in Freeport was faced with a utility bill of over \$15,500. In the past they have most commonly been a minimum water user, meaning they would use less than 2,000 gallons per month and pay the minimum bill.

The reason their bill is so high is that they had a faulty toilet that ran continuously over many months. Because the Church was shut down and services were not being held the leak went unnoticed. Additionally, last year amid the Pandemic, like many water customers that faced financial hardships, they failed to pay their utility bill for several months in a row. As a result, during that time rather than shut customers' water off during the pandemic, the city put a hold on their accounts and discontinued monthly billing until the accounts were reactivated and past due amounts were paid.

It is unrealistic to hope this non-profit entity will be able to climb out of such a significant financial hole, so the request has been made to make accommodations in regard to their bill.

Background Information

As a minimum-user water customer the Church's monthly bill would have been \$76.34 per month for the last 7 months if they had not had a leak. That totals \$534.38. (They have paid this amount) Had they been aware of the leak and forced to repair it because of their water being shut off for non-payment after the first month they would have paid \$848.65 for that month of high usage.

This is not a unique situation as far as water leaks and resulting high water bills. However, for a customer with a normal minimum bill to have an outstanding balance of more than \$15,000 is unprecedented as far as I am aware.

Special Considerations: In May, City Council authorized management to offer to enter into a payment agreement with the Church to pay \$100 per month for the next 10

years. When presented with this offer, Church representatives expressed concern about the long-term capability to endure this additional cost. Late last month they met with Councilman Brimage and requested to be allowed to enter into an agreement with the utility to pay \$100 per month on top of their regular monthly utility bill for the next 9 months, and at the end of that time period, forgive the remainder of the bill outstanding. I would like to require, at a minimum, the church to pay the \$534.38 immediately. At that time, they had already paid the \$534.38 as a good faith attempt to rectify their situation.

Financial Impact: This would result in an uncollected debt of \$14,082

Board or 3rd Party recommendation: None

Supporting Documentation: None



City Council Agenda Item #11

Title: An Ordinance Of The City Of Freeport, Texas, Containing A Preamble; Amending Sections 52.15 And 52.16 Of The Code Of Ordinances Of Said City To Increase The Rates For Water And Sewer Services Furnished To Single-Family Residences And Multi-Family Residences, Industrial Facilities, Office And Other Commercial Establishments Inside The Corporate Limits Of The City For Water And Sewer And Water Only Services Furnished On Or After August 1, 2021 and March 1, 2022 And For Water Furnished To Industrial Facilities, Offices And Other Commercial Establishments, Residences And Customers Located Outside The Corporate Limits Of The City On And After August 1, 2021 and March 1, 2022; 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: May 17, 2021

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approval of the ordinance.

Item Summary:

The proposed rate increases are recommended in the Utility Rate Study presented to Council on April 20, 2020. The Utility Rate Study recommended a 16 percent increase in FY2020-2021. In August of 2020, City Council approved a 12% residential increase and 16% commercial increase for FY2020-2021. The Utility Rate Study proposed a 5 percent rate increase in FY2021-2022. Staff is proposing an eight percent (8%) rate increase for residential service and a five percent (5%) rate increase for commercial service beginning August 1, 2021, and a three percent (3%) rate increase for residential service and a two percent (2%) rate increase for commercial beginning March 1, 2022.

The City is facing numerous system repairs in the next five years and the Water & Sewer Fund has been operating at a deficit. The proposed rate increases will accomplish 4 things:

- Pay for the debt being issued
- Eliminate the annual subsidizing of the utility operating fund by the General fund
- Fund annual capital improvement program (CIP)
- Increase Water & Sewer Fund reserves to the level mandated by the reserve policy adopted by City Council.

Below is a summary of the changes to the Single-Family Residences beginning August 1, 2021 and March 2, 2022. The Ordinance presented has the new rates for all the rate schedules.

August 1, 2021

Single-Family Residences	Current Rate	Proposed Rate	Increase \$	Increase %
Sewer Rates				
0 to 2,000 gal.	\$12.32	\$13.31	\$0.99	8.1%
3,000 to 12,000 gal.	\$ 4.25	\$ 4.59	\$0.34	8.0%
Water Rates				
0 gal. to 2,000 gal.	\$13.55	\$14.63	\$1.08	7.9%
3,000 gal. to 12,000 gal.	\$ 4.68	\$ 5.06	\$0.38	8.1%
All over 12,000 gal.	\$ 6.16	\$ 6.65	\$0.49	8.0%

March 1, 2022

Single-Family Residences	Current Rate	Proposed Rate	Increase \$	Increase %
Sewer Rates				
0 to 2,000 gal.	\$13.31	\$13.71	\$0.41	3.0%
3,000 to 12,000 gal.	\$ 4.59	\$ 4.73	\$0.14	3.0%
Water Rates				
0 gal. to 2,000 gal.	\$14.63	\$15.07	\$0.44	3.0%
3,000 gal. to 12,000 gal.	\$ 5.06	\$ 5.21	\$0.15	3.0%
All over 12,000 gal.	\$ 6.65	\$ 6.85	\$0.20	3.0%

THE AVERAGE RESIDENTIAL CUSTOMER BILL Would increase \$4.23 in September and \$1.72 in April of next year.

Background Information:

In June 2019, the City authorized Freese and Nichols, Inc. to perform a water and wastewater rate study. The purpose of the rate study was to develop a multi-year plan for rates that will provide sufficient revenue to implement needed capital improvements and allow the water and wastewater system to be self-supporting.

Freese and Nichols' methodology for performing this study is based on accepted industry standards and practices, specifically the American Water Works Association (AWWA) Manual 1 (M1) "Principles of Water Rates, Fees, and Charges", Seventh Edition. The study included the following steps:

- Obtain data from City needed for the rate study.
- Review and analyze the data and develop projections of the operating expenses and revenues at current rates.

- Identify the revenue requirements for the water and wastewater system using the projected operating expenses and projected capital expenses in the next few years.
- Develop a rate model for the City's water and wastewater systems that projects the rates needed to provide sufficient annual revenue.
- Document the findings in a report.

The report describes the findings and recommendations of the water and wastewater rate study. The full study is available on the City's website under the Water Department.

Financial Impact:

It is estimated that the proposed rate increase planned for August will generate approximately \$351,000 additional annual revenue. The Annual debt service on the bond being issued is approximately \$300,000 per year.

This ordinance will lead to an increase in water and sewer revenue next fiscal year to fund necessary improvements to the City's water and wastewater infrastructure. We have identified nearly \$17.5 million in urgently needed utility projects (see attached summary from Freese and Nichols). Over \$12.3 million have dedicated grant funds either committed or awaiting grant agreements from the State. It is important to understand that we are in the situation we are in today because the infrastructure has been neglected over the last 20 years and the City needs to establish a program to prevent us from being in the same situation 20 years from now even after the immediate improvements are made.

Board or 3rd Party recommendation: Independent rate evaluation recommend these rates

Supporting Documentation:

Ordinance



Freeport Grant and Bond Funded Projects Summary

INNOVATIVE APPROACH
PRACTICAL RESULTS
OUTSTANDING SERVICES

Grant Funded Projects			
Project No.	Project Name	Project Cost	Project Description
1	CDBG-MIT 2016 HUD Competition - Sanitary Sewer Collection System Improvements	\$ 5,931,626.00	Rehab of approximately 48,000 LF of sanitary sewer line and 100 sanitary sewer manholes
2	CDBG-MIT Harvey HUD Competition - Wastewater Treatment Plant Project	\$ 5,991,468.00	Construct new 1.6 MGD steel package plant to replace the existing plant, including foundation and mechanical components to integrate the new package plant
3	WWTP Screen Replacement	\$ 131,000.00	Replace influent screens at the WWTP
4	CDBG-MIT Brazoria County Allocation	\$ 257,600.00	Rehabilitation of approximately 2,000 LF of sanitary sewer line and 8 sanitary sewer manholes
		Total	\$ 12,311,694.00
Bond Projects			
Project No.	Project Name	Project Cost	Project Description
1	Lift Station 3, 4, and 14 Rehabilitation	\$ 1,056,626.00	Rehabilitations of lift stations 3, 4 and 14.
2	Avenue F PS and GST Rehab	\$ 1,486,840.00	Increased pumping capacity at the Avenue F pump station and rehab of the east GST at Avenue F
3	Remainder of Phase 1 SSOI Engineering Contract	\$ 175,000.00	Total contract value of \$248,200, only the amount remaining to be paid for under bond program (\$175,000)
4	High Priority Improvements at the WWTP	\$ 1,928,630.00	These are improvements at the WWTP that do not include the grant funded work (steel package plant replacement and screen replacement). The following is included in rehab: trickling filter repair, secondary effluent pump station rehab, chlorination system replacement, dechlorination system replacement, replacement of surface aerators in aerobic digester, replace fuel tank at generator, replace scraper at primary clarifier, MCC and Admin building misc improvements, and yard piping
5	Field Work for SSOI	\$ 495,000.00	Currently this is proposed to be performed by Veolia, need to confirm that there is budget within their contract to perform the CCTV and manhole inspection that is required. If there isn't, this is an approximate cost of what the field work would be if performed by a field services firm. This is for all four phases of the SSOI, each year would be roughly 1/4th of this cost.
		Total	\$ 5,142,096.00

Notes

- 1 All project costs include both construction and engineering costs. Grant funded projects also include the grant administration costs
- 2 All project costs are in 2021 dollars, if previous studies prepared project costs in previous year dollars they have been inflated by 3% per year to 2021 dollars

ORDINANCE NO. 2021-2631

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING SECTIONS 52.15 AND 52.16 OF THE CODE OF ORDINANCES OF SAID CITY TO INCREASE THE RATES FOR WATER AND SEWER SERVICES FURNISHED TO SINGLE-FAMILY RESIDENCES AND MULTI-FAMILY RESIDENCES, INDUSTRIAL FACILITIES, OFFICE AND OTHER COMMERCIAL ESTABLISHMENTS INSIDE THE CORPORATE LIMITS OF THE CITY FOR WATER AND SEWER AND WATER ONLY SERVICES FURNISHED ON OR AFTER AUGUST 1, 2021 AND MARCH 1, 2022 AND FOR WATER FURNISHED TO INDUSTRIAL FACILITIES, OFFICES AND OTHER COMMERCIAL ESTABLISHMENTS, RESIDENCES AND CUSTOMERS LOCATED OUTSIDE THE CORPORATE LIMITS OF THE CITY ON AND AFTER AUGUST 1, 2021 AND MARCH 1, 2022; 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, Division (A) of Section 52-15 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"(1) Sewer service furnished to single-family residences and multi-family residences:

0 to 2,000 gal. \$13.31 (minimum charge)

3,000 to 12,000 gal. \$4.59 per 1,000 gal.

(12,000 gallons is the maximum charge for sewer for residential)

(2) Sewer service furnished to all other customers, including but not being limited to industrial facilities, offices and other commercial establishments:

0 to 2,000 gal.

1" meter \$17.96 (minimum rate)

1 ½" meter \$23.08 (minimum rate)

2" meter \$37.20 (minimum rate)

3" meter \$141.06 (minimum rate)

4" meter \$179.53 (minimum rate)

6" meter \$269.31 (minimum rate)

8" meter \$371.89 (minimum rate)

10" meter \$475.11 (minimum rate)

3,000 to 12,000 gal. \$9.67 per 1,000 gal.

13,000 gal. and up \$13.93 per 1,000 gal.

(3) The following miscellaneous charges shall be made for the indicated purposes:

Apartment deposit \$35.00 per unit

Voluntary ambulance \$2.50 per month

Delinquency fee \$40.00"

Second, Section 52-16 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"(A) The city shall furnish water service to customers within the corporate limits of the city and shall charge each customer as follows:

(1) For water furnished to single-family residences and multi-family residences:

0 gal. to 2,000 gal.	\$14.63 (minimum rate)
3,000 gal. to 12,000 gal.	\$5.06 per 1,000 gal.
All over 12,000 gal.	\$6.65 per 1,000 gal.

(2) For water furnished to all other customers, including but not being limited to industrial facilities, offices and other commercial establishments located within the city:

0 gal. to 2,000 gal.	
1" meter	\$20.74 (minimum rate)
1 ½" meter	\$26.67 (minimum rate)
2" meter	\$42.97 (minimum rate)
3" meter	\$162.99 (minimum rate)
4" meter	\$207.43 (minimum rate)
6" meter	\$311.14 (minimum rate)
8" meter	\$429.67 (minimum rate)
10" meter	\$548.91 (minimum rate)
3,000 gal. to 12,000 gal.	\$9.69 per 1,000 gal.
13,000 gal. and up	\$12.77 per 1,000 gal.

(B) The city may furnish water service to customers outside the corporate limits of the city and shall charge each customer as follows:

0 gal. to 2,000 gal.	
1" meter	\$31.12 (minimum rate)
1 ½" meter	\$40.00 (minimum rate)
2" meter	\$64.44 (minimum rate)
3" meter	\$251.44 (minimum rate)
4" meter	\$311.08 (minimum rate)
6" meter	\$466.62 (minimum rate)
8" meter	\$644.38 (minimum rate)
10" meter	\$823.21 (minimum rate)

3,000 gal. and up \$14.52 per 1,000 gal.

(C) The city shall furnish water-only service to customers inside the corporate limits of the city and shall charge each customer as follows:

0 gal. to 2,000 gal.

1" meter	\$29.62 (minimum rate)
1 ½" meter	\$38.09 (minimum rate)
2" meter	\$61.37 (minimum rate)
3" meter	\$232.75 (minimum rate)
4" meter	\$296.22 (minimum rate)
6" meter	\$444.33 (minimum rate)
8" meter	\$613.59 (minimum rate)
10" meter	\$783.59 (minimum rate)

3,000 gal. to 12,000 gal. \$10.22 per 1,000 gal.

13,000 gal. and up \$13.48 per 1,000 gal."

Rates beginning March 1, 2022

First, Division (A) of Section 52-15 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"(1) Sewer service furnished to single-family residences and multi-family residences:

0 to 2,000 gal. \$13.71 (minimum charge)

3,000 to 12,000 gal. \$4.73 per 1,000 gal.

(12,000 gallons is the maximum charge for sewer for residential)

(2) Sewer service furnished to all other customers, including but not being limited to industrial facilities, offices and other commercial establishments:

0 to 2,000 gal.

1" meter	\$18.32 (minimum rate)
1 ½" meter	\$23.55 (minimum rate)

2" meter	\$37.95 (minimum rate)
3" meter	\$143.89 (minimum rate)
4" meter	\$183.12 (minimum rate)
6" meter	\$274.70 (minimum rate)
8" meter	\$379.33 (minimum rate)
10" meter	\$484.62 (minimum rate)

3,000 to 12,000 gal. \$9.87 per 1,000 gal.

13,000 gal. and up \$14.21 per 1,000 gal.

(3) The following miscellaneous charges shall be made for the indicated purposes:

Apartment deposit	\$35.00 per unit
Voluntary ambulance	\$2.50 per month
Delinquency fee	\$40.00"

Second, Section 52-16 of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

"(A) The city shall furnish water service to customers within the corporate limits of the city and shall charge each customer as follows:

(1) For water furnished to single-family residences and multi-family residences:

0 gal. to 2,000 gal.	\$15.07 (minimum rate)
3,000 gal. to 12,000 gal.	\$5.21 per 1,000 gal.
All over 12,000 gal.	\$6.85 per 1,000 gal.

(2) For water furnished to all other customers, including but not being limited to industrial facilities, offices and other commercial establishments located within the city:

0 gal. to 2,000 gal.	
1" meter	\$21.16 (minimum rate)
1 ½" meter	\$27.22 (minimum rate)
2" meter	\$43.83 (minimum rate)
3" meter	\$166.25 (minimum rate)

4" meter	\$211.85 (minimum rate)
6" meter	\$317.37 (minimum rate)
8" meter	\$438.27 (minimum rate)
10" meter	\$559.89 (minimum rate)
3,000 gal. to 12,000 gal.	\$9.89 per 1,000 gal.
13,000 gal. and up	\$13.03 per 1,000 gal.

(B) The city may furnish water service to customers outside the corporate limits of the city and shall charge each customer as follows:

0 gal. to 2,000 gal.

1" meter	\$31.75 (minimum rate)
1 ½" meter	\$40.80 (minimum rate)
2" meter	\$65.73 (minimum rate)
3" meter	\$256.47 (minimum rate)
4" meter	\$317.31 (minimum rate)
6" meter	\$475.96 (minimum rate)
8" meter	\$657.27 (minimum rate)
10" meter	\$839.68 (minimum rate)

3,000 gal. and up \$14.81 per 1,000 gal.

(C) The city shall furnish water-only service to customers inside the corporate limits of the city and shall charge each customer as follows:

0 gal. to 2,000 gal.

1" meter	\$30.22 (minimum rate)
1 ½" meter	\$38.86 (minimum rate)
2" meter	\$62.60 (minimum rate)
3" meter	\$237.41 (minimum rate)
4" meter	\$302.15 (minimum rate)
6" meter	\$453.22 (minimum rate)
8" meter	\$625.87 (minimum rate)

10" meter	\$798.96 (minimum rate)
3,000 gal. to 12,000 gal.	\$10.42 per 1,000 gal.
13,000 gal. and up	\$13.75 per 1,000 gal."

Third, 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.

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

Fifth, 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.

Sixth, 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.

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

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

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 # 12

Title: Consideration and Possible Action to adopt Resolution No. 2021-2686, a Resolution of the City Council of the City of Freeport, Texas, approving forms of preliminary official statement and notice of sale.

Date: June 1, 2021

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends the adoption of the resolution approving forms of the preliminary official statement and notice of sale.

Item Summary:

The Official Statement is the document used by the issuer or the underwriting firms to sell their bonds to potential buyers and essentially protect investors' interests by providing all the information deemed necessary by the Securities and Exchange Commission (SEC). The Official Statement includes the terms under which bonds can be redeemed prior to maturity; the sources of money pledged to repay the bonds; and the state or local government's covenants for the benefit of investors.

The Notice of Sale informs potential underwriters on how and where to submit bids. This notice includes the amount of capital to be raised and the maturity dates for the issue.

The par amount included in the Preliminary Official Statement and Notice of Sale is \$5,000,000. The total bond proceeds will include a premium generated in addition to the par amount. The exact par amount will be updated as we approach pricing and distribute the document to investors.

Background Information:

On April 19th, Council approved a Resolution Authorizing Publication of Notice of Intention to Issue Certificates of Obligation; Authorizing the Preparation of a Preliminary Official Statement and Notice of Sale. The Notice of Intent has been published twice in The Facts newspaper and posted on the City's website notifying the public of the proposed issuance and meeting date to consider authorization. The meeting date to Close on the Bond Issuance is Monday, June 21, 2021.

The proposed bond includes the construction of improvements to the water and wastewater system.

The notice included a maximum aggregate principal amount not to exceed \$8,500,000 over a period not to exceed forty (40) years from the date of issuance. The actual sale amount and term may be less than the thresholds included in the notice but not more.

Special Considerations: None

Financial Impact: The funding for this project will be paid by the revenue generated by the proposed rate increase.

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Resolution

Preliminary Official Statement

Notice of Sale

Section 5. This resolution shall take effect immediately upon its passage.

[Execution Page to Follow]

PASSED AND APPROVED on this the 7th day of June, 2021 by the City Council of the City of Freeport, Texas.

City Secretary
City of Freeport, Texas

Mayor
City of Freeport, Texas

[SEAL]

Exhibit A
Form of Notice of Sale

Exhibit B
Form of Preliminary Official Statement

and sufficiently notified officially and personally, in advance, of the date, hour, place and purpose of the aforesaid meeting, and that said resolution would be introduced and considered for adoption at said meeting, and each of said officers and members consented, in advance, to the holding of said meeting for such purpose; that said meeting was open to the public as required by law; and that public notice of the date, hour, place and subject of said meeting was given as required by Chapter 551, Texas Government Code.

SIGNED AND SEALED this 7th day of June, 2021.

Betty Wells, City Secretary
City of Freeport, Texas

[SEAL]



City Council Agenda Items # 13

Title: Consideration and possible action approving proposed Resolutions of appointments/re-appointments for the open positions on the Planning and Zoning Commission, EDC Board, Boards of Adjustments, Historical Commission and Main Street Board, Charter Review Board, and the Senior Citizens Commission.

Date: June 7, 2021

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends selection of individuals and the approval of the proposed resolutions to appoint/re-appoint qualified individuals to serve on the above listed Boards and or Commissions.

Item Summary:

Terms have expired on each of the Boards and Commissions. These terms expired on May 31, 2021. At the time of this memo the city has received applications from individuals who are interested in serving on these Boards and Commissions.

These are active volunteer boards in the city, and filling the vacancy is important to allow for full and representative discussion of important issues.

A summary list has been of expiring terms for each board, and list of interested applicants is attached to this memo

Background Information: None

Special Consideration: None

Financial Impact: None

Supporting Documentation: Summary list of expired board positions and applications received Resolutions for each Board, and Applications from each individual.

RESOLUTION NO. 2021-2687

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE PLANNING COMMISSION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the MELANIE OLDHAM, AND KEITH STUMBAUGH named member(s) of The Planning Commission of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above member(s) terminates on May 31, 2021 the City desires to appoint the below named qualified person(s) as member of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person(s) to the Planning Commission of the City for a term of two (2) years which expires on May 31, 2023 and until a successor for such person shall have been appointed and qualified, to-wit.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2021-2688

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the NICOLE MIRELES, MARGARET McMAHAN, MINGO MARQUEZ and RUBEN RENOBATO board directors of The Freeport Economic Development Corporation of the City of Freeport, Texas ("the City") has expired of the appointed term;

WHEREAS, the term of appointment of the above director(s) terminates on May 31, 2021;

WHEREAS, the above director(s) Nicole Mireles, Margaret McMahan, Mingo Marquez, Ruben Renobato holds the position of an "A" director, of which the term of "A" directors expires in odd numbered years;

WHEREAS, the City Council of the City desires to appoint/re-appoint the below named qualified person(s) as member(s) of said board of directors.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Freeport Economic Development Corporation of the City for the of a term of two (2) years which expires on May 31, 2023, and until a successor for such person shall have been appointed and qualified, to-wit.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Freeport Economic Development Corporation of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST: _____
Betty Wells, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2021-2689

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, APPOINTING QUALIFIED PERSONS TO THE BOARD OF ADJUSTMENTS OF THE CITY TO FULFILL TWO-YEAR TERMS; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATHS OF OFFICE REQUIRED BY LAW.

WHEREAS, the terms of office have expired for the Freeport Board of Adjustments members Sammye Moore and Tim Closs, as well as the vacant position previously held by Roddy Mohler prior to his resignation, and alternate member Mario Muraira, leaving four (4) positions vacant for appointment or reappointment this year; and,

WHEREAS, according to City Ordinance the city council of the City shall appoint five (5) board members and two (2) alternates to serve on the Board, each for a two-year term; and,

WHEREAS, the City Council of the City desires to appoint the below named qualified person(s) to fill the vacant or expired positions on the board for two (2) year terms, said appointments as members of said board.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified persons to the Board of Adjustments of the City to fulfill the remaining term(s) as appointed, to wit:

Name _____	Term expiration <u>5/31/2023</u> (Reg / ALT)
_____	<u>5/31/2023</u> (Reg / ALT)
_____	<u>5/31/2023</u> (Reg / ALT)
_____	<u>5/31/2023</u> (Reg / ALT)

SECTION TWO (2): DUTIES

The above named appointees shall perform all of the duties imposed on members of the Board of Adjustment of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitutional Oath of Office and signed the affidavit required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2021-2690

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON TO THE FREEPORT HISTORIC COMMISSION AND MAIN STREET BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the JESSIE PARKER, DAVID MCGINTY, CAROLYN WEATHERLY and EDMERYL WILLIAMS board member(s) of The Freeport Historic Commission and Main Street Board of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above members(s) terminates on May 31, 2021;

WHEREAS, the City Council of the City desires to appoint the below named qualified person(S) as member(s) of said board.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints re-appoints the following named qualified person(s) to the Freeport Historic Commission and Main Street Board of the City for a term of two (2) years which expires on May 31, 2023 and until a successor for such person shall have been appointed and qualified, to-wit.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Freeport Historic Commission and Main Street Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST: _____
Betty Wells, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2021-2691

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING QUALIFIED PERSON(S) TO THE CHARTER REVIEW BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the SANDRA BARBREE, AMY CARRALES, DONNA HAYES, ANA SILBAS, AND RITA CUNDIEF named member(s) of The Charter Review Board of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above member(s) terminates on May 31, 2021 the City desires to appoint/re-appoint the below named qualified person(s) as member(s) of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person(s) to the Charter Review Board of the City for a term of two (2) years which expires on May 31, 2023 and until a successor for such person shall have been appointed and qualified, to-wit.

SECTION TWO (2): DUTIES

The above named appointee(s) shall perform all of the duties imposed on members of the Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, each of such appointees shall take the Constitution Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2021-2692

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON(S) TO THE FREEPORT SENIOR CITIZENS BOARD OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.

WHEREAS, the term of office of the ONA JOHNSON, SAMMYE MOORE, SANDRA CHILDRESS, JANE HAWKINGS, and PAMELA DOUGLAS Board Members of the Freeport Senior Citizen Board of the City of Freeport, Texas ("the City") has expired;

WHEREAS, the term of appointments of the above-board members terminates on May 31, 2021;

WHEREAS, the City Council of the City desires to appoint the below named qualified person(s) as member(s) of said board of members.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person(s) to the Freeport Senior Citizen Board of the City for a term of two (2) years which expires on May 31, 2023, and until a successor for such person shall have been appointed and qualified, to-wit.

SECTION TWO (2): DUTIES

The above named appointee shall perform all of the duties imposed on members of the Freeport Senior Citizen Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

Before engaging in the performance of the duties of office, appointee shall take the Oath of Office as required by law.

READ, PASSED AND ADOPTED this ____ day of _____, 2021.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST: _____
Betty Wells, City Secretary
City of Freeport, Texas



City Council Agenda Item # 14

Title: Youth Athletic Sports Agreement

Date: June 7, 2021

From: Lance Petty, Public Works Director / LeAnn Strahan, Destinations Director

Staff Recommendation:

Staff recommends Council approve the contract for future agreements with our Freeport Youth Sports Associations and establish rental fees for for-profit organization and off-season field use.

Item Summary:

This proposed agreement specifically for the Freeport Youth Associations charges no fees for field or facility use and establishes fees for field usage outside of our youth associations. The associations shall be required to attend an annual scheduling meeting where they will submit all requests in writing regarding the upcoming season. Written requests shall include contact information of the President with appropriate addresses, both physical and email, phone numbers, proof of non-profit status, practice, game and tournament schedules, annual budget, most recent financial statement and a copy of the association's bylaws.

Background Information:

Freeport is the home of several great youth associations that use city property as their home sites. This agreement is not to hinder the youth associations from using these city properties for their practices and games but merely formally establishes a standard of accountability and expectation between the City and these organizations, as these city fields and buildings are undergoing a renovation process. Previously there had not been any contractual agreements between the City and youth associations. This proposed agreement was composed from other surrounding cities of similar size in Brazoria County with the assistance of the City Attorney.

Special Considerations

NA

Financial Impact:

NA

Board or 3rd Party recommendation:

NA

Supporting Documentation:

Copy of proposed Youth Athletic Sports Agreement

City of Freeport



Athletic Facility Lease Agreement
&
Guidelines and Application

City of Freeport

THIS AGREEMENT is made and entered into this _____ day of _____, 2021, by and between the City of Freeport, Texas a municipal corporation (the "City"), and Freeport youth association ("FGSA, FLL" **NON-PROFIT**):

CITY HEREBY GRANTS to Freeport youth association to use SFA fields and Riverside fields upon terms and conditions of this Agreement, which are:

1. **TERM.** Freeport youth association shall be entitled to use SFA fields and Riverside fields for a term of 7 months beginning January 1, 2021 to July 31, 2021 at a cost of \$0 per month. This Agreement shall extend for 5 months; or until December 31, 2021. Beginning in January 1, 2022, this agreement shall be automatically renewed for 12 months the expiration date being December 31, 2022. This new renewal term will allow to have Summer and Fall leagues.
2. **CONDITIONS FOR USE.** The Association shall be required to attend an annual scheduling meeting prior to start of season. At this meeting, the Association shall submit their requests in writing. Written requests to use the City facilities shall provide the name of the Association President with both physical and email addresses, phone numbers of the Association president, proof of their non-profit status, Association meeting, practice, game, and tournament schedules. Association meeting minutes shall be provided to the City for record keeping purposes.

The Association shall conduct background checks on all coaching staff members who will interact with youth and shall maintain documentation of completed background checks for review upon request by the City. If the background checks reveal that a coaching staff member is unsuitable for working with youth, the Association shall not allow the coaching staff member to interact with youth. A person should be disqualified and prohibited from serving as a coaching staff member if the person has been found guilty of the following crimes:

For purposes of this policy; guilty shall mean that a person was found guilty following a trial, entered a guilty plea, entered a no contest plea accompanied by a court finding of guilt (regardless of adjudication), or received court directed programs in lieu of conviction.

SEX OFFENSES

All Sex Offenses - Regardless of the amount of time since offense.

Examples include: sexual assault, prostitution, solicitation, indecent exposure, etc.

FELONIES

All Felony Violent Offenses - Regardless of the amount of time since offense.

Examples include: murder, manslaughter, aggravated assault, kidnapping, robbery, etc.

All Felony offenses other than violence or sex within the past ten (10) years.

Examples include: drug offenses, theft, embezzlement, fraud, child endangerment, etc.

City of Freeport

MISDEMEANORS

All misdemeanor violence offenses within the past seven (7) years

Examples include: assault, family violence assault, failure to stop and give information, theft, etc.

Two or more misdemeanor drug and alcohol offenses within the past 7 years.

Examples include: driving while intoxicated, drug possession, disorderly conduct, public intoxication, possession of drug paraphernalia, etc.

PENDING CASES

Individuals found to have pending court cases for any of the disqualifying offenses will be disqualified. If the disposition of the pending case does not meet the criteria for the disqualification as listed above, the individual would then be cleared and reinstated.

3. **LIMITED USE OF SITE.** The Freeport Youth Association shall have use of said above facilities only for specified dates listed above. Any amendments and/or changes to the Lease Agreement with the Freeport Youth Association shall not be made, unless specifically authorized by prior written approval from the City Manager and City Council. The Association has no authority to assign or sub-lease the use of Fields/Facility. The City holds the right to use the facility during this term if not in use by the Freeport Youth Association. The privileges of the concession buildings are to make direct sales to the public of food, candy, and soft drinks. **NO** alcoholic beverages or tobacco products will be sold. The Freeport Youth Association agrees the operation of the concession will be in accordance with the Health and Sanitation Rules and Regulations promulgated by the State of Texas.
4. **ACCEPTANCE OF SITE.** The Freeport Youth Association represents and warrants that it has inspected the Site, including all facilities, utilities, and improvements thereon, and that they are all acceptable “as is” and appropriate for the event.
5. **UTILITIES.** The City shall pay the cost of utilities consumed during the Term, including water, sewer, and electricity up to \$250.00 electrical and \$500.00 water/sewer per month. Freeport Youth Association shall pay the cost of those utilities generated or consumed on or within the site during the Term which exceed normal operating standards per month, including but not limited to electricity, water, and solid waste.
6. **ALTERATIONS, ADDITIONS, IMPROVEMENTS.** No permanent alterations, additions or improvements shall be made to the Site. The City shall require Freeport Youth Association to remove any alteration, addition or improvement and restore the Site to its original condition at the Freeport Youth Association expense. Freeport Youth Association

City of Freeport

need not obtain the City's consent for temporary improvements made by the Freeport Youth Association on the Site necessary to produce an event, including by way and not

limitation, portable toilets, temporary extension cords, water hoses, temporary lighting, temporary fencing, equipment, generators, trailers, tents, trash receptacles, portable gazebos, and all other improvements of a similar nature. Freeport Youth Association shall remove all such temporary improvements existing on the Site or Parking lots at the conclusion of the event, failing which the City or its designee may seize, impound, remove and destroy the same at Freeport Youth Association expense.

7. **REPAIRS, MAINTENANCE, AND CLEANUP.** The City of Freeport will perform all maintenance work to the fields, grounds and buildings. Freeport Youth Association is responsible for excessive cleanup required or for damage sustained to City property during the term, as determined by the City in its sole discretion. Freeport Youth Association agrees to clean concession area, bleachers, and fields of trash after each practice or game. Trash will be placed will be placed in trash bags, which will be tied and placed in provided receptacles or dumpsters. Repair request(s) shall be submitted in writing to the City of Freeport @ (979) 233-4241.
8. **RIGHT OF ENTRANCE.** The City shall have the right to enter the Site at all times during the Term and shall have free access at all times to all spaces occupied by the by the Freeport Youth Association.
9. **INDEMNIFICATION.** The Freeport Youth Association shall indemnify and hold harmless the City of Freeport from any and all claims or liabilities which may be asserted against the City arising out of or in connection with Freeport Youth Association's use of the Premises. The Premises are available for use subject to the City of Freeport Parks Rules and Rental policy, and Freeport Youth Association agrees to comply with the Rules and Rental policy. Freeport Youth Association acknowledges that use of the Premises is available at their discretion, and that they are not compelled in any way to use the Premises. Use of Premises involves a degree of risk of injury and even death and Freeport Youth Association is voluntarily using Premises with knowledge of the dangers involved. In consideration of being allowed to use the Premises, the Freeport Youth Association and their participants and their heirs, representatives and assigns, hereby release and forever discharge, and agree to indemnify and hold harmless, the City of Freeport, and their Boards, Commissions, employees and any representatives and any person acting on their behalf, from any and all responsibility and liability (including attorney fees) for injuries, damages or death resulting from or arising out of the use of the Premises.

City of Freeport

10. **INSURANCE.** Freeport Youth Association agrees to maintain public liability insurance in amounts acceptable to Parks, which insurance will name the City of Freeport as an additional insured. Freeport Youth Association will provide the City of Freeport with proof of insurance prior to use.
11. **DEFAULT.** In the event either party should default on any of the terms of this agreement and fails to cure such default within 10 days after receiving written notice from the non-defaulting party, the non-defaulting party may immediately terminate this agreement.
12. **ATTORNEYS FEES.** In the event of any litigation hereunder, each party is responsible for its own attorney's fees and court costs at trial and appellate levels and at any mediation or arbitration.
13. **FORCE MAJEURE.** The City's failure or inability to provide any facility for public use at any time as a result of circumstances beyond its control, such as, but not limited to, war, terrorism, strikes, fires, floods, hurricanes, acts of God, power failures, or damage or destruction of any facility related thereto, shall not be deemed a breach of this Agreement.
14. **TERMINATION.** Either party may terminate this agreement for whatever reason after a 90-day written notice is given to the other party.
15. **SEVERABILITY.** In the event any provision of this Agreement shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.
16. **MODIFICATIONS.** No modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document prepared with the same or similar formality as this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.
17. **WAIVER.** Failure by the City to enforce any provision of this Agreement shall not be deemed a waiver of the provision or modification of this Agreement.
18. **ENTIRE AGREEMENT.** This Agreement, constitutes the entire agreement between parties pertaining to the subject matter hereof, and supersedes all prior and contemporaneous agreements, understandings, negotiations and discussions of the parties, whether oral or written, and there are no representations, warranties, covenants or other agreements among them.

City of Freeport

Approved by the City of Freeport City Council this the _____ day _____ 2021.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

City of Freeport

Freeport Little League

Brooks Bass, Mayor

ATTEST TO:

FGSA

Betty Wells, City Secretary

City of Freeport

PURPOSE

The City of Freeport develops and maintains parks and recreation facilities for the benefit of all the citizens of Freeport. The City, through its City Council, Commissions, and staff is first obligated to preserving its parks and recreation assets for the benefits of its citizens, now and in the future.

Secondary to these principals is the accommodation of requests for use of facilities by qualified user organizations (non-profit). Use of facilities by such organizations is permissive and at the discretion of the City and its representatives.

The purpose of these field use guidelines is to establish policies that will preserve City athletic fields and facilities; ensure equitable allocation of facilities for use by organizations/individuals; and provide safe and playable fields.

Practice/Game reservations:

- a. All Freeport Youth Association practice and game times will be scheduled through the Association. This schedule must be submitted to the City **prior to start of season.**
- b. There is no fee associated with Freeport Youth Association practices and games
- c. Freeport Youth Association will be given priority scheduling.

Scheduling:

- a. All tournaments will be scheduled through the Youth Association. This schedule must be submitted to the City 30 days prior to the start of event.
- b. All games must be completed by 10:00 p.m.

Fees: Select/Travel for Profit Organizations

- a. Reservations for field rentals are coordinated through the Freeport Visitor Center located at 311 E. Park Ave., Freeport, TX 77541. Inquiries may be made by phone at (979) 233-3306 or email at rentals@freeport.tx.us.
- b. Field rental fee is \$50.00 per calendar day per field (tournaments). There is an additional \$25.00 charge per field for usage of lights.
- c. Field rental fee is \$15.00 per 2-hour reservation per field for practices. There is an additional \$10.00 charge per field for usage of lights.
- d. Field rental fees must be paid 1 week prior to the beginning of the event.
- e. Reservation deposit of \$25.00 per field / per day must be paid in order to secure the reservation. Reservations will not be accepted without the deposit payment.

City of Freeport

Cancellation Policy:

- a. If the renter cancels all or any part of a reservation 7 or more days prior to the event, he/she shall be entitled to a refund of all fees and deposits for the cancelled reservation.
- b. If the renter cancels all or any part of a reservation less than 7 days but more than 72 hours prior to the event, he/she shall be entitled to a refund of one-half the field rental fees for the cancelled reservation.
- c. If the renter cancels all or part of a reservation less than 72 hours prior to the event, he/she shall not be entitled to any refund of fees or deposits.
- d. All cancellations must be made during normal business hours (Mon-Fri, 9:00 a.m. – 5:00 p.m.)

Field Maintenance:

- a. **Mandatory Field Maintenance:** a parks maintenance worker will be used to prepare the field(s) once a day during rental date(s). The cost of field preparation is \$20.00 per field and is mandatory.
- b. **Optional Field/Facility Maintenance:** A park maintenance worker may be requested at a rate of \$20.00 per hour to be on duty at all times during a tournament. If the tournament falls on a holiday that the City observes, the rate will be \$30.00 per hour. The parks department employee will hand-rake, drag and chalk fields after every two games.
- c. If renter chooses not to hire a Parks employee for field/facility maintenance, then the renter assumes the responsibility of maintain the facility.
- d. Renter must pick up all trash and debris within the complex: field playing area, dugouts, bleacher area, sidelines, restrooms, and parking lot each day. Trash shall be bagged, tied and discarded in proper receptacles. (Trash bags will be furnished by the City.)
- e. No motorized equipment shall be used to drag any field during wet conditions. Doing so may result in loss of the security deposit and/or additional fees charged for the damage to the field.
- f. The City has final say regarding cancellation of games due to weather.

Admissions

- a. Upon approval from the City, Renter may charge reasonable admissions fee. The determination of what is reasonable is at the sole discretion of the Department.
- b. Admission fees will not be collected while attendees are in their cars.
- c. Charging for parking is prohibited.

Concessions and Merchandise

- a. The Renter has exclusive rights for all concessions at fields.
- b. **Upon approval** through the City, the renter may be granted permission to sell merchandise such as t-shirts, banners, balls, etc.

City of Freeport

Promoting Local Business

- a. Renter must encourage teams to use hotels, restaurants, and businesses located within the City of Freeport.

PLEASE READ CAREFULLY: I understand that....

- Any person(s) renting the facility must be 21 years of age or older
- I am responsible for the supervision of my group; I am responsible for any damage incurred to the property. I am responsible for stolen items in the press box, concession stand area, or any other item that belongs to the City of Freeport. I am responsible for the cleaning of the facility after use. I am also responsible for making sure the facility is restored to its state in which it was rented.
- I will ensure that no cars are driven and/or parked in the park.
- Consumption of alcoholic beverages are prohibited within the facilities. Persons observed consuming alcohol within the facility will be asked to leave and are subject to arrest.

The undersigned certifies that they have the authority to sign on behalf of the group or organization or other persons who will be using the facility for which this permit is granted. The undersigned further assumes full responsibility for the supervision and will hold harmless the City of Freeport and any agent of said City of any liability or responsibility, and further agrees to indemnify them and hold them harmless from any losses, including court costs and/or attorney fees. That this waiver and release is granted in exchange for the permit of use of the City of Freeport, its owners, and/or employees for any damages, injuries, or any other cause of action.

Signature _____ Date _____

City of Freeport

Fee Description	Fees	Comments
Stephen F. Austin Fields	\$15.00 per field / \$10.00 light usage	2-hour reservation
Riverside Park	\$15.00 per field / \$10.00 light usage	2-hour reservation
Freeport Youth Association 501C	Fees do not apply	Schedules must be provided prior to season opening
Tournaments	\$50.00 per calendar day per field / \$25.00 per calendar day light usage (Select/Travel teams)	Reservation must be secured 30 days in advance
Park Maintenance Staff	\$20.00 per hour / \$30.00 per hour holiday	Must be requested at time of reservation
Initial Field Preparation	\$20.00 per field	Mandatory Fee
Concession	\$75.00 per calendar day	Must be requested and reserved at time of reservation



City Council Agenda Item # 15

Title: Consideration and possible action regarding a Tax Increment Participation Agreement with Brazoria County

Date: June 7, 2021

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends that Council approve this Agreement.

Item Summary: In December 2019, The City of Freeport adopted a Tax Increment Revitalization Zone (TIRZ). With this TIRZ, the City captures 50% of the incremental increase in City Ad Valorem taxes from new assessed value in the designated zone, primarily from new investment. Earlier this Spring the Brazoria County Commissioners voted to join the city in participating in the TIRZ contributing 40% of the new increment from County Taxes in the zone. The proposed agreement outlines the Counties participation.

Background Information

The Ordinance establishing the TIRZ adopted by the city, allows for all other taxing entities (other than the ISD which is prohibited from participating by State Law) to join the city in participation in the TIRZ. By electing to join, those entities would commit to contributing a portion of their incremental tax revenue from the zone as they determine. Each participating jurisdiction would be able to appoint one additional member to join the 7 City-appointed members (currently the EDC Board).

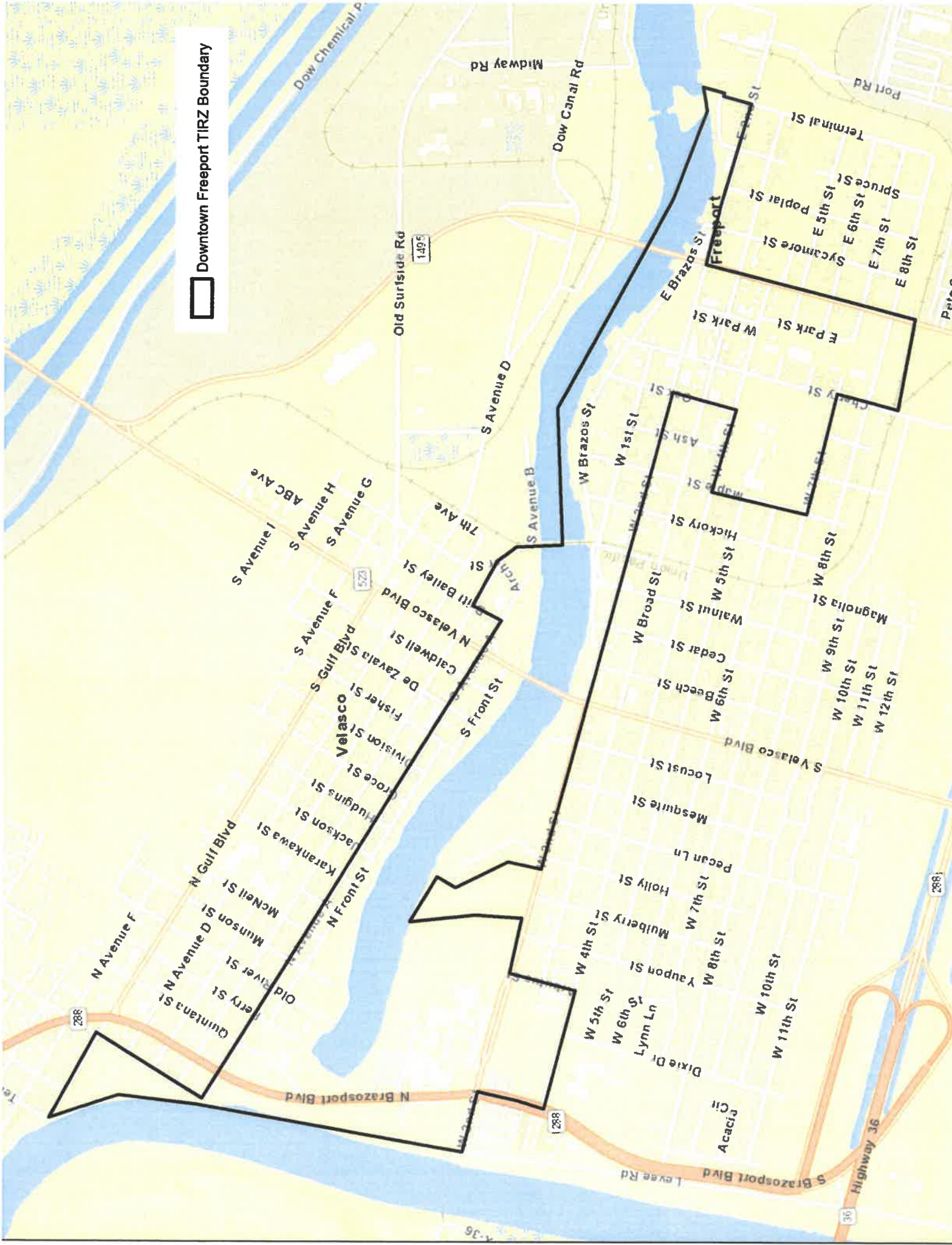
Special Considerations: The purpose of the TIRZ is to generate revenue specifically in support of Economic Development to be directly reinvested within TIRZ, and to be spent in accordance with a TIRZ plan to be adopted by the TIRZ Board. The TIRZ area includes the entire downtown zoned area along with the OA Flemming property and nearly all of the city waterfront on the old River north of the guillotine gate.

Financial Impact: The County's participation would nearly double the revenue the TIRZ will collect. In addition other taxing jurisdictions have been waiting to see what the county did, and have indicated they plan to follow suit..

Board or 3rd Party recommendation: None

Supporting Documentation: Tax Increment Participation Agreement, TIRZ Map

□ Downtown Freeport TIRZ Boundary



INTERLOCAL AGREEMENT

THE STATE OF TEXAS §
§
COUNTY OF BRAZORIA §

TAX INCREMENT PARTICIPATION AGREEMENT

I. PARTIES

A. Address

THIS TAX INCREMENT PARTICIPATION AGREEMENT (“Agreement”) is made by and between the **CITY OF FREEPORT, TEXAS** (“City”), a municipal corporation and home-rule city of the State of Texas principally situated in Brazoria County, acting by and through its governing body, the City Council; **BRAZORIA COUNTY** (“County”), a political subdivision of the State of Texas acting by and through its governing body, the Commissioners Court, and **TAX INCREMENT REINVESTMENT ZONE NUMBER ONE, CITY OF FREEPORT, TEXAS** (the “Reinvestment Zone”), a reinvestment zone created by the City of Freeport pursuant to Chapter 311 of the Texas Tax Code, acting by and through its Board of Directors. This Agreement is made pursuant to Chapter 791 of the Texas Government Code and Chapter 311 of the Texas Tax Code and Section 311.013 of the Texas Tax Code.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other parties are as follows:

<u>City</u>	<u>County</u>	<u>The Reinvestment Zone</u>
City of Freeport, Texas Attention: Mayor 200 W. 2 nd Street Freeport, Texas 77541	Brazoria County Attention: County Judge Brazoria County Courthouse 111 E. Locust Angleton, Texas 77515	The Reinvestment Zone Attention: Chairman c/o City of Freeport, Texas 200 W. 2 nd Street Freeport, Texas 77541

B. Index

The City, the County and the Reinvestment Zone hereby agree to the terms and conditions of this Agreement. The Agreement consists of the following sections:

<u>Section</u>	<u>Description</u>	<u>Page</u>
I.	Parties	1
II.	Definitions	5
III.	Background	6
IV.	Obligations of the County	6
V	Obligations of the City and the Reinvestment Zone	7
VI.	Term and Termination	8
VII.	Miscellaneous	8

Exhibit A— City of Freeport Ordinance No. 2019-2590

C. Parts Incorporated

All of the above described sections and documents are hereby incorporated into this Agreement by this reference for all purposes.

REINVESTMENT ZONE NUMBER ONE,
CITY OF FREEPORT, TEXAS

By: _____
Title: Chairman, Board of Directors

Dated: _____

ATTEST/SEAL:

By: _____
Title: Secretary, Board of Directors

Dated: _____

[The remainder of this page intentionally left blank.]

II. DEFINITIONS

As used in this Agreement, the following terms shall have the meanings set out below:

"Agreement" means this Interlocal Agreement between the City, the County and the Reinvestment Zone.

"Agreement Term" is defined in Section VI.

"Captured Appraised Value" for a given tax year means the total appraised value of the real property in the Reinvestment Zone net of exemptions (i.e. the taxable value) less the Tax Increment Base.

"City" is defined in Section I of this Agreement and includes its successors and assigns.

"County" is defined in Section I of this Agreement and includes its successors and assigns.

"County Tax Increment Participation" means the amount of the County tax levy on the Captured Appraised Value which the County agrees to contribute to the Reinvestment Zone pursuant to Subsection A of Section IV of this Agreement.

"Project Plan" means the project plan and reinvestment zone financing plan for the Reinvestment Zone, adopted by the board of directors of the Reinvestment Zone and approved by the City Council of the City.

"Reinvestment Zone" means Tax Increment Reinvestment Zone Number One, City of Freeport, Texas, created by the City by Ordinance No. 2019-2590, attached as Exhibit A, and includes its successors and assigns.

"Tax Increment Base" means the appraised value of all real property located in the Reinvestment Zone of the 2019 tax year net of exemptions (i.e. the taxable value), as determined by the Brazoria County Appraisal District (excluding exemptions).

"Tax Increment Fund" means the tax increment fund created by the City in the City Treasury for the Reinvestment Zone.

"Zone bonds" means the bonds issued to fund Reinvestment Zone projects.

Otherwise, the terms used herein have the meanings ascribed to them in Chapter 311, Texas Tax Code, as applicable.

III. BACKGROUND

By Ordinance No. 2019-2590, adopted December 2, 2019, the City created the Reinvestment Zone for the purposes of development and redevelopment in the area of the Reinvestment Zone. The City will deposit tax increments produced in the Reinvestment Zone in the Tax Increment Fund. The County desires to participate in the Reinvestment Zone in consideration for the agreements set forth below.

IV. OBLIGATIONS OF COUNTY

A. Tax Increment Participation by the County

For and in consideration of the agreement of the parties set forth herein and subject to the remaining subsections of this section, the County agrees to participate in the Reinvestment Zone by contributing forty percent (40%) of the total amount of tax increment produced in the Reinvestment Zone attributable to the County collected by the County (the "County Tax Increment Participation"). The County Tax Increment Participation will commence the year in which tax increment payments will be due to the Reinvestment Zone from taxes levied for the year 2021, unless an earlier date is agreed to by the parties. The County Tax Increment Participation will continue for a period of twenty-five years from the date of the first payment. The County Tax Increment Participation will be calculated on the tax increment generated using the year the Reinvestment Zone was created (2019) as the base year value, notwithstanding the date on which the County Tax Increment Participation commences. The County shall retain that portion of the taxes attributable to the County in excess of 40 percent of the actual tax rate levied and collected by the County in any particular year. Any rollback taxes collected by the County on land within the Reinvestment Zone shall not constitute tax increment and shall not be considered part of the County Tax Increment Participation.

The County Tax Increment Participation and obligation to participate in the Reinvestment Zone shall be restricted to its tax increment collected on the Captured Appraised Value in the Reinvestment Zone. The County shall not be obligated to pay its County Tax Increment Participation from other County taxes or revenues or until the County Tax Increment Participation in the Reinvestment Zone is actually collected. The obligation to pay the County Tax Increment Participation shall accrue as taxes representing the County tax increment are collected and payment shall be due on August 1 of each year.

B. Expansion of the Reinvestment Zone

The obligation of the County to participate in the Reinvestment Zone is limited to the area described in Exhibit A attached hereto. The County's participation shall not extend to the tax increment on any additional property added to the Reinvestment Zone by the City unless the County approves the participation in writing.

C. Board of Directors

As a participating taxing unit, the County shall have the right to appoint one (1) member on the Reinvestment Zone Board of Directors. Failure of the County to appoint a person to the Board of Directors of the Reinvestment Zone by August 1, 2021, shall be deemed a waiver of the County's right to make an appointment.

V. OBLIGATIONS OF THE CITY AND THE REINVESTMENT ZONE

A. Copy of the Project Plan

A copy of the Project Plan and any amendment thereto shall be provided to the County. Any amendment to the Project Plan that would have the effect of increasing the obligations of the County shall be submitted to the County for review prior to adoption and shall not be binding on the County unless approved by the County in writing.

B. Disannexation

Once Reinvestment Zone bonds have been sold, the City agrees that it will never disannex any property within the Reinvestment Zone.

C. Responsibility for Reinvestment Zone Debt

The City and the Reinvestment Zone agree that the County is not liable for the debt of the Reinvestment Zone or any debt issued by the City or related instrumentality thereof secured by revenues of the tax increment fund or other revenues available to pledge such bonds.

D. Audit

The Reinvestment Zone and the City agree that the County has the right to conduct a reasonable audit of the records, including the financial records of the Reinvestment Zone, and access to such records shall not be unreasonably withheld or delayed. The Reinvestment Zone and the City agree to provide the

annual financial audit of the Reinvestment Zone within ninety (90) days of the completion and approval of such audit.

VI. TERM AND TERMINATION

A. Agreement Term

This Agreement shall become effective as of the date of the final signature hereto and shall remain in effect through the life of the Reinvestment Zone. The first payment of the County Tax Increment Participation shall be for those taxes levied and collected by the County in the year 2021.

B. Disposition of Tax Increments

Upon termination of the Reinvestment Zone, if all public improvements in the Project Plan have been constructed and financed and if all Reinvestment Zone debt is paid in full, the City and the Reinvestment Zone shall pay to the County all monies remaining in the Tax Increment Fund that are attributable to the County Tax Increment Participation.

VII. MISCELLANEOUS

A. 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 the County, the City or the Reinvestment Zone in their respective rights and obligations contained in the valid terms, covenants or conditions hereof.

In the event any term, covenant or condition shall be held invalid and affects in any manner the limitations on the County's contributions or participation, then this Agreement shall be void as to the County and the County shall have no liability for any incremental or other payments as may otherwise be provided for in this Agreement.

B. Entire Agreement

This Agreement merges the prior negotiations and understandings of the parties hereto and embodies the entire agreement of the parties, and there are no other agreements, assurances, conditions, covenants (express or implied) or other terms with respect to the covenants, whether written or verbal, antecedent or contemporaneous, with the execution hereof.

C. Written Amendment

Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of each party.

D. Notices

All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received or, if earlier, on the third day following deposit in a United States Postal Service post office or receptacle with proper postage affixed (certified mail, return receipt requested) addressed to the respective other party at the address prescribed in Section I of this Agreement or at such other address as the receiving party may have theretofore prescribed by notice to the sending party.

E. Non-Waiver

Unless specifically provided to the contrary in this Agreement, failure of any party hereto to insist on the strict performance of any of the agreements herein or to exercise any rights or remedies accruing hereunder upon default or failure of performance shall not be considered a waiver of the right to insist on, and to enforce by any appropriate remedy, strict compliance with any other obligation hereunder or to exercise any right or remedy occurring as a result of any future default or failure of performance.

F. Assignment

No party shall assign this Agreement without the prior written consent of the other parties. No party shall delegate any portion of its performance under this Agreement without the written consent of the other parties.

G. Successors

This Agreement shall bind and benefit the parties and their legal successors. This Agreement does not create any personal liability on the part of any officer or agent of the City or of any trustee, officer, agent or employee of the County.

H. No Waiver of Immunity

No party hereto waives or relinquishes any immunity or defense on behalf of itself, its trustees, officers, employees, and agents as a result of its execution of this Agreement and performance of the covenants contained herein.