



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, NOVEMBER 21, 2022 at 6:00 P.M.**

Mayor:

Brooks Bass

Council Members:

Jeff Pena

Jerry Cain

Mario Muraira

City Manager:

Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 21st DAY OF NOVEMBER, 2022, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS

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

THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:

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

INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)

CITIZENS' COMMENTS:

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

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

1. Presentation of Employee of the Month for the Month of October 2022. **(Ezell)**

CONSENT AGENDA:

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

2. Consideration and possible action on the approval of City Council meeting minutes from November 7, and November 14, 2022. **(Wells)**
3. Consideration and possible action for road closures for the MLK, Jr. Parade on January 16, 2023. **(Kelty)**
4. Consideration and possible action for road closures for Downtown Holiday Market on Saturday December 19, 2022. **(Dillon)**

COUNCIL BUSINESS – REGULAR SESSION:

5. **Public Hearing:** Public Hearing for the Redistricting of the Council Wards, and a Public Drawing Session. **(Kelty)**
6. Consideration and possible action for the designation of streets for Interlocal with County. **(Petty)**
7. Consideration and possible action for the awarding bid to B3 Resources, LLC., for Riverside Parking Lot, and authorizing the Mayor to sign the resulting contract. **(Petty)**
8. Consideration and possible action for awarding bid to B3 Resources, LLC., Recreation Center Parking Lot, and authorizing the Mayor to sign the resulting contract. **(Petty)**
9. Consideration and possible action for awarding bid to B3 Resources, LLC., for repair to T-Dock Levee Road, and authorizing the Mayor to sign the resulting contract. **(Petty)**
10. Consideration and possible action for awarding bid to Tra-Con, for the Velasco House improvement, and authorizing the Mayor to sign the resulting contract. **(Petty)**
11. Consideration and possible action for awarding bid to Tra-Con, for the improvement of the roof and painting of the Service Center Warehouse, and authorizing the Mayor to sign the resulting contract. **(Petty)**
12. First reading on Resolution 2022-2768 for the approval of the EDC Project – 2022/2023 Local Small Business grant program. **(Kelty)**

13. Discuss and take possible action on Resolution No. 2022-2769 to require FB Live recordings of ALL public board meetings at City Hall Chambers **(Pena/Muraira)**
14. Discuss and Take Possible Action to Modify Agenda policy review to determine what info is required by Council and City Staff to produce. **(Pena/Muraira)**

WORK SESSION:

15. **The City Council may deliberate and make inquiry into any item listed in the Work Session.**
 - A. Mayor Brooks Bass announcements and comments.
 - B. Councilman Pena Ward A announcements and comments.
 - C. Councilman Cain Ward B announcements and comments.
 - D. Councilman Muraira Ward C announcements and comments.
 - E. City Manager Tim Kelty announcements and comments.
 - F. Updates on current infrastructure.
 - G. Update on reports / concerns from Department heads.

CLOSED SESSION:

16. Executive Session regarding a.) (Deliberations about Real Property) East End, b.) (Consultation with Attorney) to receive legal advice and counsel in connection with pending litigation styled and numbered City of Freeport, Texas vs. BrazTex Developent, LLC, et. al, Cause No. 120329-CV (149th Jud. Dist. Court – Brazoria County, Texas) and related pending litigation matters; Pending litigation Pena vs. Board of Adjustments for City of Freeport; Legal issues update on special investigation by Special Counsel regarding purchase of Boys and Girls Club by Councilman Pena, and c.) (Personnel Matters) Complaint regarding comments made by a Councilman to a city employee; in accordance with Texas Government Code Annotated, Chapter 551, Sections 551.071, 551.072 and 551.074.

COUNCIL BUSINESS – REGULAR SESSION:

17. Take any action resulting from Executive Session.

ADJOURNMENT:

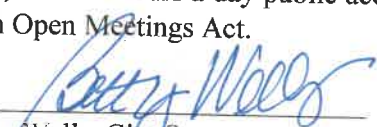
18. Adjourn.
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Items not necessarily discussed in the order they appear on the agenda. The Council at its discretion may take action on any or all of the items as listed. This notice is posted pursuant to the Texas Open Meeting Act. (Chapter 551, Government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

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

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

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


Betty Wells, City Secretary,
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, November 7, 2022 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Brooks Bass
Councilman Jeff Pena
Councilman Jerry Cain
Councilman Mario Muraira

Staff: Tim Kelty, City Manager
Lance Petty, Assistant City Manager/PWD
Betty Wells, City Secretary
David Olson, Interim City Attorney
Cathy Ezell, Finance Director
Chris Motley, Freeport Fire Chief
Toby Cohen, IT Manager
Danny Gillchriest, Police Captain
Donna Fisher, Human Resource Director
Brian Dybala, Director Freeport Golf Course
Kacey Roman, Building Official

Visitors: Con & Diane McCleester
Joseph Penfield
Melanie Oldham
Kenny Hayes
Pam Dancy
Manning Rollerson
Melanie Oldham
Bonnie Zimmerle
Shonda Marshall
Raul Ramirez
Karla Clark
Mark Parker
Sam Reyna
Sandra Loeza
Ricardo Loeza
Ruben Renobato
Ruby Marshall
George Matamoros
Eric Hayes
Keith Stumbaugh

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, and Pledge was led by Mayor Bass.

Consideration and possible action appointing Olson and Olson as City attorney and Julian “Pat” Taylor as Deputy City Attorney for Prosecution.

Karla Clark said she does not believe any long-term contracts should be done, until there is representation for Ward D.

Councilman Muraira asked that item #4 be pulled from Consent Agenda.

A motion was made to approve the consent agenda item # 3 by Councilman Pena, seconded by Councilman Muraira. With all present voting “Aye” 4-0 council unanimously approved the Consent Agenda, item # 3.

COUNCIL REGULAR AGENDA

Consideration and possible action appointing Olson and Olson as City attorney and Julian “Pat” Taylor as Deputy City Attorney for Prosecution

City Manager presented to council for appointing Olson and Olson as City Attorney and Julian “Pat” Taylor as Deputy City Attorney for Prosecution. He said the City Charter requires the city council to appoint a City Attorney.

There was discussion on the contract length of past City Attorney. And on the contract time and charge for Pat Taylor as Deputy City Attorney for prosecution. It was pointed out that the proposed contract is month to month and could be terminated at any time.

A motion was made by Councilman Pena to table or discuss this item in Executive Session seconded by Councilman Muraira. With a 2-2 vote, motion did not pass. Councilmen Muraira and Pena voted “Aye” Mayor Bass and Councilman Cain voted “Ney”

Mayor Bass made a motion to appoint Olson & Olson as the City Attorney with a month to month contract, and on the recommendation by Olson & Olson, to appoint Pat Taylor as the City Prosecutor. Seconded by Councilman Cain, with a 2-2 vote, motion fails. Mayor Bass and Councilman Cain voted “Aye” Councilmen Pena and Muraira voted “Ney”

Manning Rollerson spoke in favor of Pat Taylor.

Consideration and possible action approving Ordinance No. 2022-2678, calling a special election to elect a person to Council Member Ward D to fill the vacancy created by the resignation for the remainder of the unexpired term for such ward; and ordering a runoff election on April 1st if necessary.

Pam Dancy asked what is the earliest date to hold the Special Election for Ward D. She was told the earliest can be January 14, 2023.

Karla Clark said she believes we need someone to represent Ward D as soon as possible.

George Matamoros spoke on the redistricting. He said if the timeline is moved up, he will be unable to run for the Ward D position. Mayor Bass said we cannot hold anything up for just one person. Mr. Matamoros said it could possibly be for several people.

Shonda Marshall said there were two options for the redistricting.

Melanie Oldham spoke on the fairness for Wards C & D.

City Manager Tim Kelty presented to council Ordinance No. 2022-2678, calling a special election to elect a person to Council Member Ward D to fill the vacancy created by the resignation for the remainder of the unexpired term for such ward; and ordering a runoff election on April 1st if necessary. He said this position must be filled by a Special Election.

There was discussion by council about Ward D needing representation, but not rushing this process. There was discussion in support of calling the Special Election. There was discussion on the redistricting of the Wards.

City Manager said per Mr. Falk, the Law requires us to have the redistricting done by the January open date for the next elections.

City Attorney David Olson explained to council the requirement of this election within 120 days of the vacancy. He said this is a Texas Constitution provision. He said if council cannot agree, then we will unilaterally, be forced to call the election at the last possible date.

A motion was made by Councilman Cain to hold the Special Election on February 25, 2023. Seconded by Mayor Bass. With a 2-2 vote the motion did not pass. Councilman Cain, and Mayor Bass voted "Aye" Councilmen Pena and Muraira voted "Ney".

A motion was made by Councilman Pena to hold the Special Election on January 14, 2023. Seconded by Councilman Muraira. With a 2-2 vote, the motion failed. Councilmen Muraira and Pena voted "Aye", Mayor Bass and Councilman Cain voted "Ney".

Consideration and possible action approving Resolution No. 2022-2763, for the revision of the Purchasing Policy.

Finance Director Cathy Ezell presented to council Resolution No. 2022-2763, for the revision of the Purchasing Policy. She said the revision will be change the amount that is required to obtain a purchase order from \$1,000-\$3,000. \$3,000-\$4,999 will require verbal quote. \$5,000-\$49,999.99 require written bids/quotes. This will not change anything in the budget.

Councilman Pena asked what portions of the audit is complete? Ms. Ezell said most of the interim work has been completed. The final presentation will be given in March.

There was discussion on the increase of the purchase orders.

A motion was made by Councilman Cain to approve Resolution No. 2022-2763, for the revision of the Purchasing Policy, seconded by Councilman Muraira. With a 3-1 vote, motion passed to approve Resolution No. 2022-2763, for the revision of the Purchasing Policy. Councilman Pena voted "Ney"

Consideration and possible action approving Resolution No. 2022-2764, amending the Master Fees Schedule for Golf Course Greens fees, and Membership rates.

Brian Dybala, Director Freeport Golf Course presented to council Resolution No. 2022-2764, amending the Master Fees Schedule for Golf Course Greens fees, and Membership rates. He said staff is

recommending the increase in daily playing rates by \$5 per round, and the monthly/yearly membership to increase to \$10 per month.

A motion was made by Councilman Cain to approve Resolution No. 2022-2764, amending the Master Fees Schedule for Golf Course Greens fees, and Membership rates. Seconded by Councilman Muraira, with a 4-0 vote council unanimously approved Resolution No. 2022-2764.

Consideration and Possible action approving Ordinance No. 2022-2679, amending 113.07 of Title XI of the Code of Ordinances of the city of Freeport Texas, by revising Section 113.07(B)(1) to except certain off-premise signs as prohibited within the corporate limits of the city.

City Manager Tim Kelty, presented to council Ordinance No. 2022-2679, amending 113.07 of Title XI of the Code of Ordinances of the city of Freeport Texas, by revising Section 113.07(B)(1) to except certain off-premise signs as prohibited within the corporate limits of the city. He said this will benefit the business owners who have off premise signs. There will be the need to get a permit for a sign.

Councilman Pena asked who will benefit from this ordinance? Mr. Kelty said businesses city wide.

A motion was made by Councilman Pena to approve Ordinance No. 2022-2679, amending 113.07 of Title XI of the Code of Ordinances of the city of Freeport Texas, by revising Section 113.07(B)(1) to except certain off-premise signs as prohibited within the corporate limits of the city. Seconded by Councilman Cain, with a 4-0 vote council unanimously approved Ordinance No. 2022-2679.

Discussion and possible appointment of a Citizens Advisory committee for the overhaul of the City of Freeport Sign regulations.

City Manager Tim Kelty presented to council the possible appointment of a Citizens Advisory Committee for the overhaul of the City of Freeport Sign Regulations. Mr. Kelty said that Eric Hayes has suggested the Planning Commission could handle this.

A motion was made by Councilman Pena to table the appointment of a Citizens Advisory Committee for the overhaul of the City of Freeport Sign Regulations, seconded by Councilman Cain. With all present and voting 4-0, council unanimously tabled appointment of a Citizens Advisory Committee for the overhaul of the City of Freeport Sign Regulations.

Consideration and possible action for the designation of streets for Interlocal with County.

Assistant City Manager Lance Petty presented to council the designation of streets for the Interlocal with the County. Mr. Petty said staff recommends council authorize the list of streets for 2022/2023 asphalt agreement with the county.

There was discussion by council. Mr. Pena requested time to meet with staff to consider and propose alternate streets for consideration.

A motion was made by Councilman Pena to table the designation of streets for the Interlocal with the County, seconded by Councilman Cain. With all present and voting 4-0, council unanimously tabled designation of streets for the Interlocal with the County.

Consideration and possible action by City Council approving sale of Trust Property located in the 200 Block of South Avenue I (Velasco, Block 71, Lot 1).

Laura Cramer presented to council approving sale of Trust Property located in the 200 Block of South Avenue I (Velasco, Block 71, Lot 1). She said this property is located at the end of South Ave I.

Melanie Oldham said she wanted to bid on this property, but she missed the sale.

Karla Clark said we need to get properties that the city owns back on the roll, and quit spending money on these lots.

A motion was made by Councilman Cain, to approve sale of Trust Property located in the 200 Block of South Avenue I (Velasco, Block 71, Lot 1). Seconded by Councilman Muraira, with all present and voting 4-0, council unanimously approved the sale of Trust Property.

Consideration and possible action by City Council approving sale of the alley between East 5th & East 6th Street in the 100 Block and approve the city attorney to prepare the deed and the mayor to sign.

Laura Cramer presented to council the sale of the alley between East 5th & East 6th Street in the 100 Block and approve the city attorney to prepare the deed and the mayor to sign. She said the owners of Gulf Food Mart is wanting to purchase this property.

Mr. Karedia owner of Gulf Food Mart spoke to council about his interest in purchasing this property. He said he is wanting to construct a Mini Truck Stop on this property. He said he thinks they will be complete in about 6 months.

Ms. Dancy asked if this property needs to be re-platted? Mr. Olson said yes.

Eric Hayes asked about the easement in the alley?

A motion was made by Councilman Pena, to approve sale of the alley between East 5th & East 6th Street in the 100 Block and approve the city attorney to prepare the deed with a 3-year requirement for development and a claw back provision for failing to do so, for the Mayor to sign. Seconded by Councilman Cain, with all present and voting 4-0, council unanimously approved the sale of the alley between East 5th & East 6th Street in the 100 Block.

Consideration and possible action by City Council approving sale of city owned 25' parcel located in the 100 Block of North Avenue B (Velasco, block 529, Lot 10) and the city attorney prepare the deed and the mayor to sign.

Laura Cramer presented to council approving sale of city owned 25' parcel located in the 100 Block of North Avenue B (Velasco, block 529, Lot 10) and the city attorney prepare the deed and the mayor to sign. She said we received an offer from Mr. Ron Speir to purchase this property. She said that staff is recommending to sell this property to Mr. Speir for the amount determined by the Brokers opinion of Value plus associated costs. She said this amount will satisfy the base amounts of the eleven mowing liens on the property.

Mr. Spier said he and his son are wanting to purchase the lot. He said they will build a larger house, or possibly two homes that will fit.

Mayor Bass said there will be claw backs stating that something will have to be built.

Councilman Pena said “there will be no problem to have a conversation of giving an extension, if needed”.

A motion was made by Councilman Pena, to approve sale of sale of city owned 25’ parcel located in the 100 Block of North Avenue B (Velasco, block 529, Lot 10) and the city attorney prepare the deed for the Mayor to sign which included a requirement for development within 3 years with a claw back provision for failing to do so. Seconded by Councilman Muraira, with all present and voting 4-0, council unanimously approved the sale of city owned 25’ parcel located in the 100 Block of North Avenue B (Velasco, block 529, Lot 10) and the city attorney prepare the deed and the mayor to sign.

Discussion and Update from Councilman Pena regarding Freeport MUD #1

Councilman Pena, spoke of the MUD districts next meeting on Monday. He said it is his understanding this is the Urban Renewal Property. He said the MUD is moving forward. He said residents are welcome to come and ask any questions they may have.

Melanie Oldham said Mr. Pena is the liaison for the MUD. She said she has attended 5 meetings, and Mr. Pena has been to three that she has attended.

Consideration and possible action approving Resolution No. 2022-2765, appointing member to the Planning and Zoning Commission.

Mr. Kelty presented to council Resolution No. 2022-2765, appointing member to the Planning and Zoning Commission.

Each applicant that was present spoke to council, of their interest to serve on the Planning and Zoning Commission.

A motion was made by Councilman Muraira to appoint Joseph Penfield as a member to the Planning and Zoning Commission, seconded by Councilman Pena. With a 2-2 vote motion failed. Mayor Bass and Councilman Cain voted “Ney”.

A motion was made by Councilman Cain to appoint Mark Parker to the Planning and Zoning Commission, seconded by Mayor Bass. With a 2-2 vote motion failed. Councilmen Pena and Muraira voted “Ney”.

A motion was made by Councilman Pena to appoint Karla Clark to the Planning and Zoning Commission, seconded by Councilman Muraira. With all present voting “Aye” 4-0. Council unanimously appointed Karla Clark to the Planning and Zoning Commission.

WORK SESSION:

Mayor Bass spoke on the Volkswagen deal. He said it was voted on several months ago. He said the company is obligated contractually to provide and hookup their utility services, and pay for them. He spoke of the conditions of job fairs for local employees. He spoke of the WWTP having a large overhaul starting in February and sewer collection system will be in December, he said these projects are unrelated to the Volkswagen deal. Mayor Bass spoke on councilman buying property, he said for himself, he owns his home, an no other property in Freeport. Mayor Bass said Mr. Garcia will not be able to serve as an advisory member of redistricting, and will be replaced by Keith Stumbaugh.

Councilman Pena spoke of not having any conflicts of owning or buying property within, he said as a member of council or board member, they need to recuse themselves from any votes. Councilman Pena thanked residents for their comments on the Councilman Muraira video. He spoke on transparency and grandstanding. He spoke of the agenda items that were not placed on the agenda which he and Councilman Muraira requested. He spoke of him wanting all meetings to be live streamed, and this was an item not put on the agenda. Mayor Bass asked if he presented the documentation for this agenda item per the ordinance and of the email from Mr. Kelty offering his assistance. Councilman Pena said he did not receive such email and that City Hall thinks they have no one to answer to.

Councilman Cain said the entrance to the City looks really good, he said the lights are legit. He said this is the image we want. He said the Halloween event was amazing. He said Riverplace is our main venue we rent out, and it needs some repairs. He said the women's restroom is missing a stall door, and the men's restroom needs some paint on some 2x2 that was added for a temporary fix. He said some insulation coming down in several places on the ceiling.

Councilman Muraira asked why Mr. Patel's signs were removed from his property, and if the signs were destroyed, and if not, can he receive them back. Ms. Roman said we will remove signs if they are in the ROW. City Attorney Olson said there cannot be signs in the ROW. Mr. Olson answered Councilman Muraira's question about recording, in public and nonpublic areas. Mr. Olson said as an individual council member, you have no more rights than a citizen in this regard. He said there are public spaces you are allowed to record. He said public meetings are allowed to be recorded.

City Manager Tim Kelty said in regard to Councilman Muraira and his Facebook video, he said the constituent had an inspection issue, and certain action needed to be taken care of and that the meeting was constructive. Mr. Kelty said when he walked in Mr. Muraira had his camera set up. He told Mr. Muraira he was welcome to record the meeting, but would not allowed to broadcast in on Facebook Live. He said the meeting did happen, and he thinks they were able to help the property owner. Mr. Kelty said the City does not require inspections with the sale of a home.

Update on reports / concerns from Department heads

CLOSED SESSION:

Open Session was closed at 9:29 PM.

Executive Session was closed at 10:10 PM.

A motion was made by Councilman Muraira to instruct City Manager, to email Special Counsel, Mr. Navarro, to release the special investigation report on Braztex, with any redaction of any information he feels necessary, and have this released to the public. Seconded by Councilman Pena. With all present voting "Aye" 4-0 council; unanimously approved the motion.

Adjourn

On a motion by Councilman Cain, seconded by Councilman Pena, with 4-0 vote, Mayor Bass adjourned the meeting at 10:11 P.M.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Tuesday November 15, 2022 at 3:15 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 Absent
Councilman Jerry Cain
Councilman Mario Muraira

Staff: Tim Kelty, City Manager
Betty Wells, City Secretary
Cathy Ezell, Finance Director
Clarisa Molina, Assistant City Secretary/Administrative Assistant

Visitors: Kent Holle, Facts Newspaper

Call to order.

Mayor Bass, called the meeting to order at 3:15 p.m.

INVOCATION AND PLEDGE OF ALLEGIANCE:

Invocation and pledge were led by Mayor Bass.

CITIZENS' COMMENTS:

COUNCIL REGULAR AGENDA

Mayor Bass explained the purpose of calling this Special Meeting. He said the city has been blessed to potentially receive funds from the General Land Office, (GLO) in the amount of \$1.8 million. Mayor Bass thanked Councilmen Cain and Muraira for being at the meeting.

Consideration and possible action on the approval of Resolution No. 2022-2766 awarding of contract to GrantWorks, to complete application and grant administration for CDBG MIT-MOD funding administered by the Texas General Land Office.

Finance Director Cathy Ezell, presented to council Resolution No. 2022-2766 awarding of contract to GrantWorks, to complete application and grant administration for CDBG MIT-MOD funding

administered by the Texas General Land Office. Ms. Ezell said this program is administered through the GLO. She said these are federal funds given to HGAC to disperse all the cities and counties in the area. She said our portion is \$1,837,967. She said we have to have a project that meets the infrastructure guidelines. She said the deadline to get the project applications submitted is January 9, 2023. Ms. Ezell said we put out an RFP (Request for Proposals) for this. There were six proposals received. She said GrantWorks scored the highest, and staff recommends awarding Grant Administration Services to GrantWorks. She said their service will be to assist the City in its application, and conduct environmental review, labor standards, and provide grant administration. Ms. Ezell said there is no charge to complete the application part of this, but once we start getting into the administration there will be charges. All their fees will be reimbursed with the grant.

Councilman Muraira asked how the rating was done? Ms. Ezell said the scoring criteria were provided by the GLO for things like experience, project management, and cost. Staff including Mr. Kelty, Mr. Petty, and Ms. Ezell reviewed and scored all proposals.

A motion was made by Councilman Cain to approve Resolution No. 2022-2766 awarding of contract to GrantWorks, to complete application and grant administration for CDBG MIT-MOD funding administered by the Texas General Land Office. Seconded by Councilman Muraira, with all present and voting "Aye" 3-0, Council unanimously approved the motion.

Consideration and possible action on the approval of Resolution No. 2022-2767 awarding of contract to Freese and Nichols, for engineering/architectural services for application and project related engineering/architectural services for the CDBG MIT-MOD funding application by the Texas General Land Office.

Finance Director Cathy Ezell presented to council Resolution No. 2022-2767 awarding of contract to Freese and Nichols, for engineering/architectural services for application and project related engineering/architectural services for the CDBG MIT-MOD funding application by the Texas General Land Office. She said we went out for RFQ (Request for Qualifications), and we received four proposals, and Freese and Nichols was the top scorer. Ms. Ezell said staff recommends Freese and Nichols.

Councilman Muraira asked if Freese and Nichols is easy to work with? Ms. Ezell said she has never had an issue with Freese and Nichols. Very quick responses.

A motion was made by Councilman Muraira to approve Resolution No. 2022-2767 awarding of contract to Freese and Nichols, for engineering/architectural services for application and project related engineering/architectural services for the CDBG MIT-MOD funding application by the Texas General Land Office. Seconded by Councilman Cain, with all present and voting "Aye" 3-0 Council approved the motion.

Adjourn

On a motion to adjourn the meeting by Councilman Cain, seconded by Councilman Muraira, with a 3-0 vote, Mayor Bass adjourned the meeting at 3:27 P.M.

Mayor, Brooks Bass
City of Freeport, Texas

City Secretary, Betty Wells
City of Freeport, Texas



City Council Agenda Item # 3

Title: Martin Luther King, Jr. Day Parade street closure request.

Date: November 21, 2022

From: Betty Wells, City Secretary

Staff Recommendation:

Staff recommends Council approve this road closure.

Item Summary:

Dr. Martin Luther King, Jr. Celebration Committee request permission to close portions of the following streets during the Parade to be held on Monday, January 16, 2023. The parade will start at 11:00 am and the set up (staging area) will start at 8:30 am on Cherry, East Park and Fourth Street. The parade route will begin at East Park Avenue and Fourth Street and continue along 2nd Street/Dr. Martin Luther King, Jr. Blvd to 288B to the Freeport Municipal Park. The celebration will continue through the Festival at the until 4:30 PM Freeport Municipal Park. In order to move forward with success, we are requesting your permission, support and participation in the 37th Annual Dr. Martin Luther King, Jr. Celebration.

Background Information:

The City hosts this parade annually. There are no changes from the normal parade route that they have used in the past.

Special Considerations

Financial Impact:

Board or 3rd Party recommendation:

See attached MLK Jr. Committee letter

Supporting Documentation:

Dr. Martin Luther King, Jr. Celebration Committee request letter.



Dr. Martin Luther King, Jr.
Brazoria County, Texas
Celebration Committee



216 Banyan Dr.
Lake Jackson, TX 77566
Contact: Mr. Will J. Brooks
Phone: (979) 202-7590 Cell
Phone: (979) 297-2801 Home

October 3, 2022

City of Freeport
Attention: Ms. Betty Wells
200 West 2nd Street
Freeport, TX 77541

**Re: 2023 Martin Luther King, Jr. Celebration Committee of Brazoria County, Inc.
Annual Parade**

To the City Council of Freeport:

It is my pleasure to inform you about the **37th annual Dr. Martin Luther King, Jr. Celebration, hosted by the Martin Luther King, Jr. Celebration Committee of Brazoria County, Inc. (MLKCC)**. We are a 501c3 non-profit organization. Since 1986, MLKCC of Brazoria County has sponsored events to celebrate the state and federal holiday honoring the birthday of the late Dr. Martin Luther King, Jr.; and to perpetuate his memory and the legacy of his achievements for future generations. Additionally, our MLKCC seeks to honor Dr. King's admonition of service to the community by sponsoring both the MLKCC and Dennis R. Edwards Memorial scholarships to deserving Brazoria County high school graduates.

This celebration conducts various worthy community uplifting projects and encourages its members to take roles in numerous civic, charitable, and cultural endeavors. This annual celebration is a time of unity and togetherness promoted through events including a Community Worship Service, MLKCC Commemorative Banquet, and Parade & Festival.

Dr. Martin Luther King, Jr. Celebration Committee request permission to close portions of the following streets during the **Parade to be held on Monday, January 16, 2023**. The parade will start at 11:00 am and the set up (staging area) will start at 8:30 am on Cherry, East Park and Fourth Street. The parade route will begin at East Park Avenue and Fourth Street and continue along 2nd Street/Dr. Martin Luther King, Jr. Blvd to 288-B to the Freeport Municipal Park. The celebration will continue through the **Festival at the Freeport Municipal Park** until 4:30 pm. In order to move forward with

success, we are requesting your permission, support, and participation in the 37th Annual Dr. Martin Luther King, Jr. Celebration.

Thank you in advance for your consideration and we look forward to celebrating the legacy of Dr. Martin Luther King, Jr. with you.

Sincerely,

Will J. Brooks

Will J. Brooks
Parade Chairman
Min. Winston Rossow, MLKCC General Coordinator
On behalf of MLKCC-BC Parade & Festival Committee



City Council Agenda Item # 4

Title: Historic Downtown Holiday Market - Road Closures

Date: November 21, 2022

From: Wade Dillon, Museum Manager

Staff Recommendation:

Staff recommends approval of the requested road closures for Historic Downtown Holiday Market scheduled for Saturday, December 10th, 2022.

Item Summary:

The Freeport Historical Commission & Main Street Advisory Board is hosting Historic Downtown Holiday Market from 12:00pm-7:00pm on Saturday, December 10th. The event is scheduled to include food trucks, market vendors, live music, etc. In order to allow ample time for set up, we will need the following road closures from 10:00am to 7pm:

- East Park at 4th Street
- Broad Street at East Park Alley
- Broad Street at West Park (Park side)
- East Park at Broad Street (north side, cones only)

Background Information: N/A

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Map – Requested Road Closures
Event Flyer



Craft Vendors Wanted

Historic Downtown
HOLIDAY MARKET Dec 12

MUSIC - FOOD - CHEER



979-233-0066
historicalmuseum@freeport.tx.us



City Council Agenda Item # 5

Title: Public Hearing for the Redistricting of the Council Wards, and a Public Drawing Session.

Date: November 21, 2022

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends Council hold a second drawing session and consider any options coming out of that session in addition to options A and B previously discussed, and Conduct a public hearing to allow for public comment on any options developed.

Item Summary: On September 19, Council authorized Bickerstaff to facilitate the redistricting of City Council Wards. Syd Falk in concert with the Citizen's advisory committee for the redistricting developed a recommendation that was presented at the October 26th Special City Council Meeting. At that meeting a second option B was also developed for consideration.

After further consideration, this is another opportunity to continue the discussion on the original recommendation of option A, option B, as well as develop additional options for consideration. This is also an opportunity for the public to weigh in both in regard to any specifically developed options as well as ask questions and make suggestions in regard to other alternatives.

Background Information None

Special Considerations: According to our consultant we are required to adopt the new ward map prior to the election. This effort was designed with plenty of time for Council consideration and public input to allow for approval no later than the 2nd council meeting in December.

Financial Impact: None.

Board or 3rd Party recommendation: None

Supporting Documentation: Public notice with options A & B, excerpts from Initial assessment Report from Bickerstaff



Brooks Bass
Mayor

Tim Kelty
City Manager

Public Hearing Notice

The City of Freeport is currently in the process of redistricting City Council Wards. The City is required to review Council Wards every 10 years, following the release of U.S. Census information, to ensure that City population is fairly and equitably divided amongst the Wards. Initial assessment determined that changes in population and households in the city have caused population to be unevenly divided between the wards. The largest Ward (Ward B) and the smallest Ward (Ward A) have a deviation of greater than 10% requiring the redistricting to occur. Additionally, population counts and ward lines are required to follow “*Block Group*” lines established by the Census, and current Block Groups are divided by Ward lines between Ward C and Ward D.

So far Council and its redistricting consultant, Syd Falk, of Bickerstaff, Heath, Delgado, Acosta, LLP, have developed 2 options for redistricting consideration. Attached are those 2 current options.

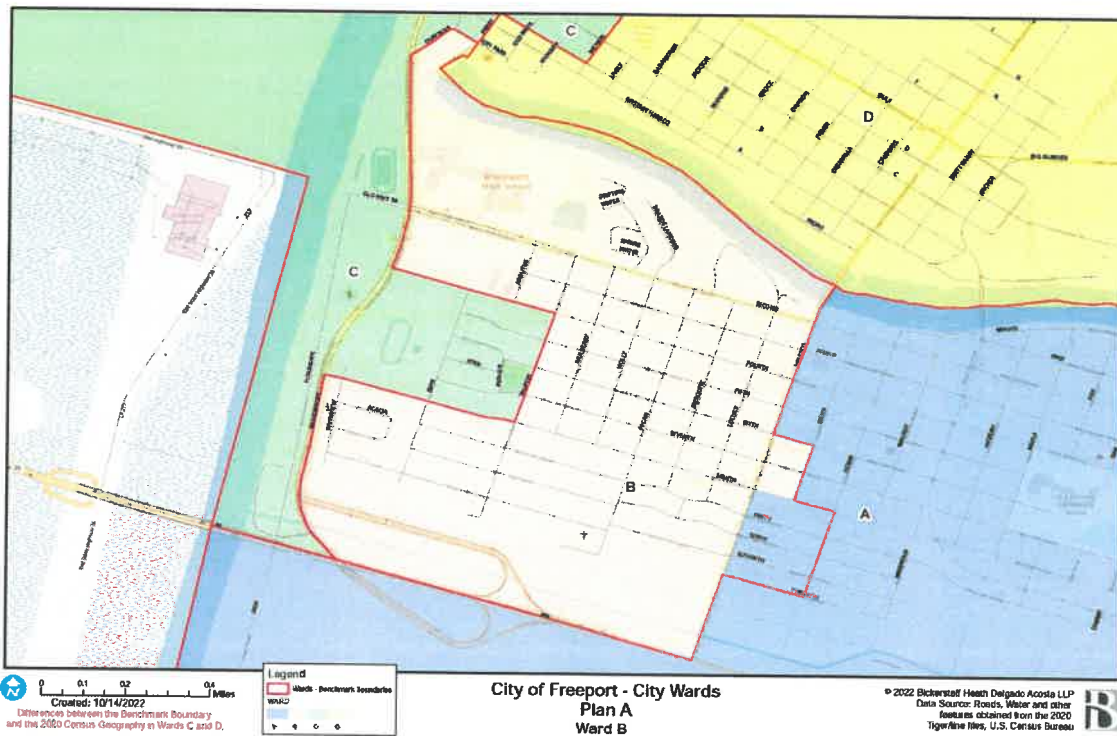
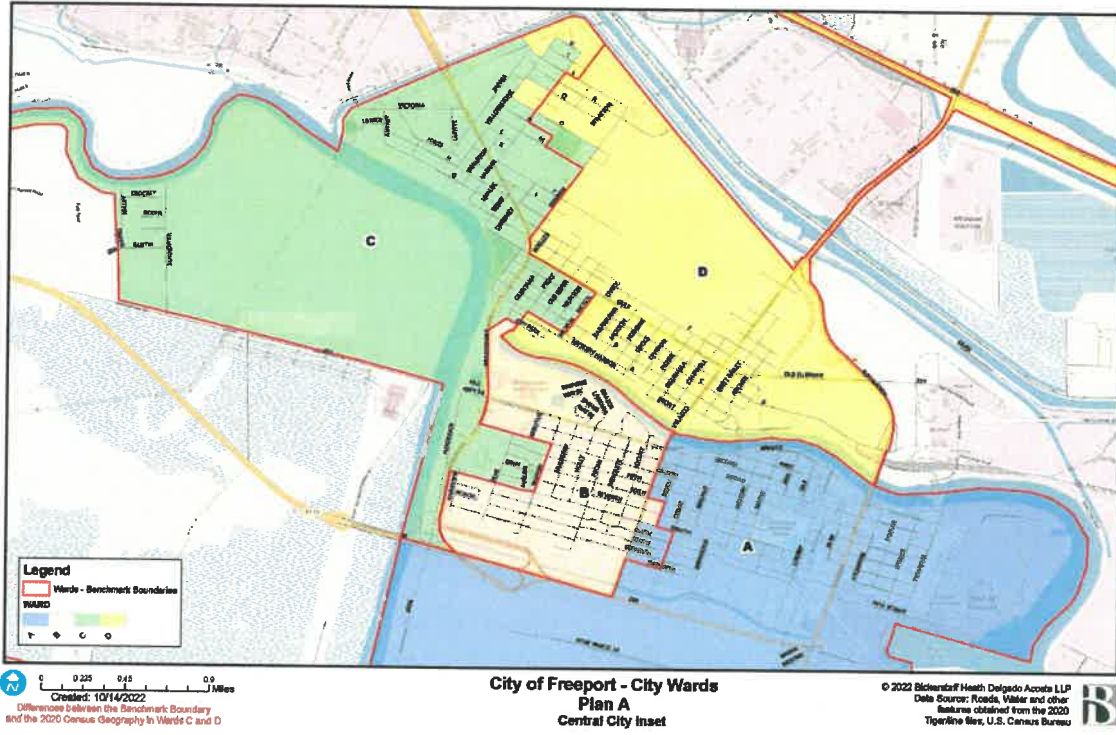
The public is invited to attend a Public Hearing on the Redistricting options and speak to city council on the effort. The Public hearing will be held during the City Council meeting on Monday November 21 at 6:00 p.m. at the Freeport Police Station, at 430 North Brazosport Blvd. Members of the public are also welcome to submit any comment in writing to the Freeport City Secretary either in person at city hall 200 W. 2nd Street, or by emailing bwells@freeport.tx.us prior to the meeting. At the meeting the Consultant will also provide for a second “drawing session” for which other options and alternatives can be identified with their impact assessed in real-time.

According to the redistricting consultant, the city is required to adopt the new Ward boundaries prior to elections, and it is anticipated that this effort will be completed and the new Wards be established by the second City Council meeting in December.

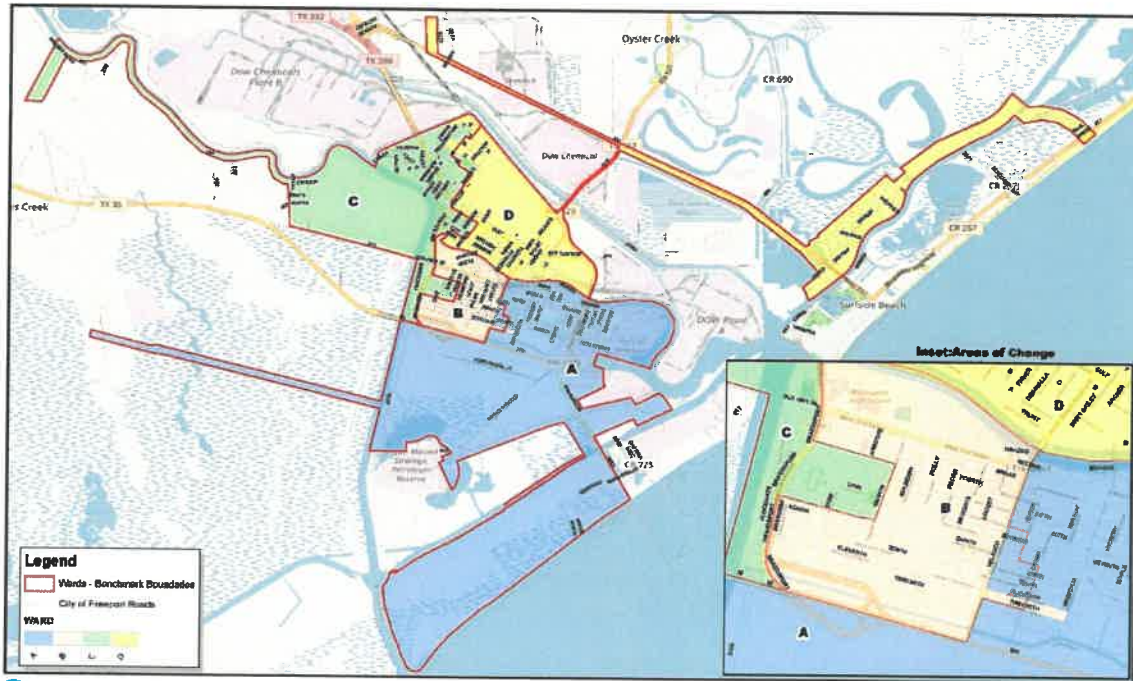
On Option A and B on the next pages, the red line indicates the current ward boundaries, and the shaded colored areas represent the proposed changes.



Option A:

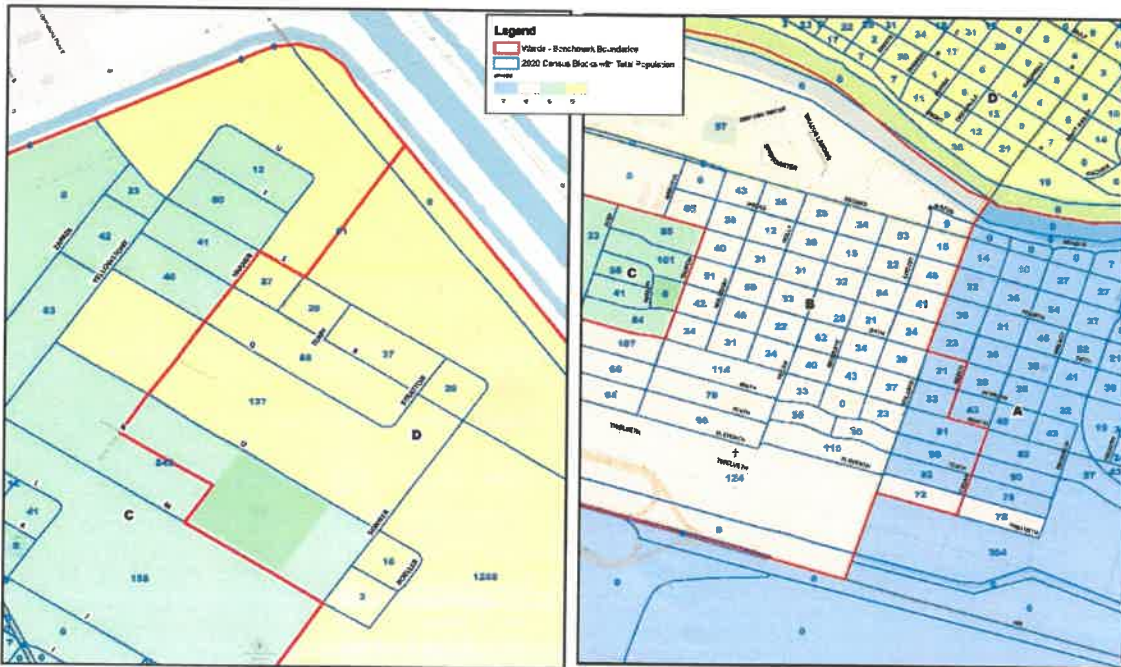


Option B:



City of Freeport - City Wards Plan B

© 2022 Dickstaff Heath Delgado Acosta LLP
 Data Source: Roads, Water and other features obtained from the 2020 Tigreline Inc. U.S. Census Bureau



City of Freeport - City Wards Plan B
 Census Blocks with Total Population in Area of Change

© 2022 Dickstaff Heath Delgado Acosta LLP
 Data Source: Roads, Water and other features obtained from the 2020 Tigreline Inc. U.S. Census Bureau





October 13, 2022

Mayor Brooks Bass and Freeport City Council Members
200 W. 2nd Street
Freeport, Texas 77541

Re: *Initial Assessment considering 2020 Census data*

Dear Mayor Bass and Council Members

This is the Initial Assessment letter for the City of Freeport. Our review of the released 2020 Census population and demographic data for the City shows that the City's councilmember wards are sufficiently out of population balance that you should redistrict. We are prepared to meet with the City Council on October 17, 2022, to review the Initial Assessment and to advise the City Council on how to proceed to redistrict the City councilmember wards to bring them into population balance for use in the 2023 election cycle.

This letter presents a brief overview of basic redistricting principles to assist you in preparing for our presentation on the Initial Assessment. We also set out in the attachments (Attachment H) suggested posting language for the meeting at which the Initial Assessment will be presented. Note that this posting language includes agenda items for the adoption of redistricting criteria and guidelines. These are matters that should be addressed early in the redistricting process to enable us to proceed efficiently. We will be working with you to develop the appropriate language for your adoption of redistricting criteria and guidelines.

In redistricting the councilmember wards, the City will need to be aware of the legal standards that apply. We will review these principles in detail with the City Council at the presentation on the Initial Assessment. There are three basic legal principles that govern the redistricting process: (i) the "one person-one vote" (equal population) principle; (ii) the non-discrimination standard of Section 2 of the Voting Rights Act; and (iii) the *Shaw v. Reno* limitations on the use of race as a factor in redistricting. These principles are discussed in detail in the attachments to this letter, which we urge you to read and review carefully.

The process we have outlined for the redistricting process and the policies and procedures that we are recommending the Council adopt will ensure that the City adheres to these important legal principles and that the rights of protected minority voters in the political subdivision are accorded due weight and consideration.

The "One Person – One Vote" Requirement: Why You Should Redistrict

The "one person-one vote" requirement of the United States Constitution requires that members of an elected body be chosen from wards of substantially equal population and applies to city councils. Exact equality of population is not required, but a "total maximum deviation" of no more than ten percent in total population between the most populated and the least populated city councilmember wards based on the most recent census should be achieved. This maximum deviation

of ten percent constitutes a rebuttable presumption of compliance with the one person-one vote requirement. If a city's councilmember wards do not fall within the ten percent maximum deviation, the city is at substantial risk of being sued for violation of one person-one vote standards.

The population and demographics of all the current City councilmember wards are presented in here and in Attachment A.

The tables in Attachment A show that the total population of the City on April 1, 2020, was 10,695 persons. This represents a decrease in population from 12,049 persons on April 1, 2010, or approximately -11.24 percent. The ideal City councilmember ward should now contain 2,674 persons (total population / 4 wards).

Councilmember ward B has the largest population, which is approximately 5.84 percent above the size of the ideal ward (or 156 people). Ward A has the smallest population, which is approximately 10.50 percent below the size of the ideal ward (or 281 people). The total maximum deviation between the four existing councilmember wards for the City, therefore, is 16.34 percent. This total maximum deviation exceeds the standard of ten percent that generally has been recognized by the courts as the maximum permissible deviation. Accordingly, the City should redistrict to bring its City councilmember wards within the ten percent range permitted by law.

Section 2 of the Voting Rights Act: Avoiding discrimination claims

Section 2 of the federal Voting Rights Act prohibits any voting standard, practice, or procedure – including new redistricting plans – that have the effect of discriminating against a protected minority group. The principles of Section 2's nondiscrimination mandate are discussed in Attachment C.

The data in the Population Tables in Attachment A as well as the data in the maps in Attachment B, which show the geographic distribution of the primary minority groups in the City, will also be important in assessing the potential for Voting Rights Act Section 2 liability. (See Attachment C for a discussion of Section 2.)

Shaw v Reno: Additional equal protection considerations

As noted above, in order to comply with Section 2, the City must consider race when drawing wards. The 1993 Supreme Court case *Shaw v. Reno*, however, limits how and when race can be a factor in the districting decisions. Thus, local governments must walk a legal tightrope, where the competing legal standards must all be met. The *Shaw v. Reno* standard requires that there be a showing that (1) the race-based factors were used in furtherance of a "compelling state interest" and (2) their application be "narrowly tailored," that is, they must be used only to the minimum extent necessary to accomplish the compelling state interest. (*Shaw v. Reno* is discussed in Attachment C.) We will guide the City through proper application of this principle.

October 13, 2022

Page 3

Adoption of redistricting criteria and public participation guidelines

At the presentation of the Initial Assessment we will recommend certain “traditional” redistricting criteria that the City may require all redistricting plans to follow. These criteria generally track the legal principles that the courts and the Department of Justice have found to be appropriate elements in sound redistricting plans. We will also recommend certain public participation guidelines that the City may wish to adopt to ensure fair and adequate public participation in the redistricting process, and that any comments or proposed plans submitted by members of the public are written, clear, and complete, and the submitter provides contact information.

Once redistricting guidelines and criteria are adopted and the City Council gives instructions about how it would like plans to be developed considering this Initial Assessment and the applicable legal standards, we can begin to assist the City in the development of plans for consideration.

We hope this Initial Assessment discussion is helpful to you and that it will guide the City Council as it executes the redistricting process. We look forward to meeting with the Council to review this Initial Assessment and to answer any questions you may have concerning any aspect of that process. Please feel free to call me in the interim as we prepare for the presentation and let me know if there is any additional information you may require.

Sincerely,



Sydney Falk

Encl.

ATTACHMENT A

INITIAL ASSESSMENT POPULATION TABLES

Demographics Report - Summary 2020 Census Total Population

Plan Last Edited on: 10/10/2022 10:34:34 AM

Ward	Persons	Ideal Size	Deviation	Hispanic % of Total Population	Non-Hispanic White % of Total Population	Non-Hispanic Black % of Total Population	Non-Hispanic Asian % of Total Population	Non-Hispanic Other % of Total Population
A	2,393	2,674	-10.50%	66.95%	19.56%	9.69%	0.75%	3.05%
B	2,830	2,674	5.84%	60.85%	28.90%	7.74%	0.46%	2.05%
C	2,694	2,674	0.76%	70.64%	18.86%	8.17%	0.37%	1.97%
D	2,778	2,674	3.90%	56.52%	22.64%	16.34%	0.43%	4.07%
TOTAL:	10,695			63.55%	22.66%	10.52%	0.50%	2.78%

Ideal Size: 10,695 / 4 = 2,674

Total Population: 10,695

Overall Deviation: 16.34%

*Some percentages may be subject to rounding errors.
Ward benchmark boundaries do not conform exactly to 2020 Census block geography.*

Plan Name: City of Freeport - Wards - Initial Assessment

Demographics Report - Detailed 2020 Census Total Population

Plan Last Edited on: 10/10/2022 10:34:34 AM

Wards	Persons	Ideal Size	Deviation	Hispanic Population	Hispanic % of Total Population	ANGLO Population	Non-Hispanic Anglo % of Total Population	Black Population	Black % of Total Population	Asian Population	Asian % of Total Population	AM Indian Native	IND / NAT % TOT Pop.	Haw Pac. Isl. Pop.	HAW/ PAC % of Total Pop.	Other Pop.	Other % of Total Pop.	Two or More Races	Two or More Races % Tot Pop
A	2,393	2,674	-10.50%	1,602	66.95%	468	19.56%	232	9.69%	18	0.75%	12	0.50%	0	0.00%	4	0.17%	57	2.38%
B	2,830	2,674	5.84%	1,722	60.85%	818	28.90%	219	7.74%	13	0.46%	5	0.18%	0	0.00%	9	0.32%	44	1.55%
C	2,694	2,674	0.76%	1,903	70.64%	508	18.86%	220	8.17%	10	0.37%	6	0.22%	0	0.00%	6	0.22%	41	1.52%
D	2,778	2,674	3.90%	1,570	56.52%	629	22.64%	454	16.34%	12	0.43%	9	0.32%	0	0.00%	7	0.25%	97	3.49%
TOTAL:	10,695			6,797	63.55%	2,423	22.66%	1,125	10.52%	53	0.50%	32	0.30%	0	0.00%	26	0.24%	239	2.23%

Ideal Size: 10,695 / 4 = 2,674

Total Population: 10,695

Overall Deviation: 16.34%

*Some percentages may be subject to rounding errors.
Ward benchmark boundaries do not conform exactly to 2020 Census block geography.*

Report Date: 10/10/2022 10:52:17 AM

Based on: 2020 Census Geography, 2020 PL94-171



City Council Agenda Item # 6

Title: Consideration of approval of streets for 2022/2023 interlocal agreement with Brazoria County for paving

Date: November 21, 2022

From: Lance Petty, Assistant City Manager/DPW

Staff Recommendation:

Staff recommends council authorize list of streets for the 2022/2023 asphalt agreement with Brazoria County.

Item Summary:

This request is for the approval of streets listed attached for the total estimated cost of \$390,742.00. This cost is material only cost for the street reconstruction being completed through the 2022 Interlocal Agreement with Brazoria County. The total miles to be completed for fiscal year is 2.12 miles.

Background Information:

The 2.12 miles of streets identified for this 2022/2023 fiscal year is requested after careful consideration by staff of the current condition of each street listed.

Special Considerations:

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

Financial Impact:

The proposed costs of repairs are included as an attachment

Streets Identified for County Interlocal

Ward	Existing Pavement	Street	From -To	Miles	SQ FT	County	
						Asphalt	C&G
A	Asphalt	Maple	8th Street to Dead End	0.0212	2,016	\$3,201	No
A	Asphalt	Maple	2nd Street to W. Brazos	0.0617	9,780	\$14,984	No
A	Asphalt	Oak	W. Brazosto Outriggers	0.0401	3,816	\$6,059	No
A	Asphalt	Walnut	8th Street to Alley	0.0278	2,940	\$4,627	Yes
B	Asphalt	Broad	Yaupon to Arbutus	0.0865	13,710	\$21,006	No
B	Asphalt	Locust	6th street to 9th street	0.1882	29,820	\$45,689	Yes
C	Asphalt	Austin	Slaughter to Curve	0.2185	20,772	\$32,980	No
C	Asphalt	Varner	B Port Blvd to N. Ave H	0.0727	8,448	\$13,200	No
C	Asphalt	Sweeney	N. Ave G to N Ave F	0.0577	6,710	\$10,484	No
C	Asphalt	N Ave Q	Yellowstone to Varner	0.1325	12,600	\$20,005	No
C	Asphalt	Slaughter	CR 217 to Golf Course Entry	0.6996	66,492	\$105,571	No
D	Asphalt	S. Ave G	Archer to Dead End	0.0634	6,030	\$9,574	No
D	Asphalt	S. Ave B	Velasco to Archer	0.1886	19,920	\$31,351	No
D	Asphalt	Caldwell	Ave A to Mystery Harbor	0.053	5,040	\$8,002	No
D	Asphalt	Dezavalla	Ave A to Mystery Harbor	0.053	5,040	\$8,002	No
D	Asphalt	Groce	Ave A to Mystery Harbor	0.053	5,040	\$8,002	No
D	Asphalt	Perry	Ave A to Mystery Harbor	0.053	5,040	\$8,002	No
D	Asphalt	Munson	Ave A to Mystery Harbor	0.053	5,040	\$8,002	No
		Asphalt	TOTALS			\$358,742	
		2.12	Engineering			\$0	
			Related W/S rehab			\$0	
			Rental Milling Machine			\$32,000	
						\$390,742	

Board or 3rd Party recommendation:

This proposal has been reviewed by City Staff

Supporting Documentation:

County cost worksheet

2022 Interlocal Agreement Project Request Summary

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
S.Ave G - Archer to Dead End	Asphalt	335	18	3	110	330	110.55	59	\$ 6,522.45
	Crushed C	335	4	4	110	440	32.76	25.58	\$ 837.89
	Portland	335	18	8	4	32	10.72	198	\$ 2,122.56
	ABS-65	335	18	0.05	1	0.05	33.50	2.72	\$ 91.12
Ward D								total	\$ 9,574.02

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Slaughter - CR 217 to Golf Course	Asphalt	3694	18	3	110	330	1219.02	59	\$ 71,922.18
	Crushed C	3694	4	4	110	440	361.19	25.58	\$ 9,239.27
	Portland	3694	18	8	4	32	118.21	198	\$ 23,405.18
	ABS-65	3694	18	0.05	1	0.05	369.40	2.72	\$ 1,004.77
Ward C								total	\$ 105,571.40

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
S Ave B - Velasco to Archer	Asphalt	996	20	3	110	330	365.20	59	\$ 21,546.80
	Crushed C	996	4	4	110	440	97.39	25.58	\$ 2,491.15
	Portland	996	20	8	4	32	35.41	198	\$ 7,011.84
	ABS-65	996	20	0.05	1	0.05	110.67	2.72	\$ 301.01
Ward D								total	\$ 31,350.80

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Walnut - 8th to Alley	Asphalt	147	20	3	110	330	53.90	59	\$ 3,180.10
	Crushed C	147	4	4	110	440	14.37	25.58	\$ 367.67
	Portland	147	20	8	4	32	5.23	198	\$ 1,034.88
	ABS-65	147	20	0.05	1	0.05	16.33	2.72	\$ 44.43
Ward A								total	\$ 4,627.08

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Broad - Yaupon to Arbutus	Asphalt	457	30	3	110	330	251.35	59	\$ 14,829.65
	Crushed C	457	4	4	110	440	44.68	25.58	\$ 1,143.03

	Portland	457	30	8	4	32	24.37	198	\$ 4,825.92
	ABS-65	457	30	0.05	1	0.05	76.17	2.72	\$ 207.17
Ward B								total	\$ 21,005.77

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Locust - 6th to 9th									
	Asphalt	994	30	3	110	330	546.70	59	\$ 32,255.30
	Crushed C	994	4	4	110	440	97.19	25.58	\$ 2,486.15
	portland	994	30	8	4	32	53.01	198	\$ 10,496.64
	ABS-65	994	30	0.05	1	0.05	165.67	2.72	\$ 450.61
Ward B								total	\$ 45,688.70

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Austin - Slaughter to Curve									
	Asphalt	1154	18	3	110	330	380.82	59	\$ 22,468.38
	Crushed C	1154	4	4	110	440	112.84	25.58	\$ 2,886.33
	Portland	1154	18	8	4	32	36.93	198	\$ 7,311.74
	ABS-65	1154	18	0.05	1	0.05	115.40	2.72	\$ 313.89
Ward C								total	\$ 32,980.35

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Varner - B Port Blvd to N Ave H									
	Asphalt	384	22	3	110	330	154.88	59	\$ 9,137.92
	Crushed C	384	4	4	110	440	37.55	25.58	\$ 960.44
	Portland	384	22	8	4	32	15.02	198	\$ 2,973.70
	ABS-65	384	22	0.05	1	0.05	46.93	2.72	\$ 127.66
Ward C								total	\$ 13,199.72

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Sweeney - N Ave G to N Ave F									
	Asphalt	305	22	3	110	330	123.02	59	\$ 7,257.98
	Crushed C	305	4	4	110	440	29.82	25.58	\$ 762.85
	Portland	305	22	8	4	32	11.93	198	\$ 2,361.92
	ABS-65	305	22	0.05	1	0.05	37.28	2.72	\$ 101.40
Ward C								total	\$ 10,484.15

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
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N. Ave Q - Yellowstone to Varner											
	Asphalt	700	18	3	110	330	231.00	59	\$	13,629.00	
	Crushed C	700	4	4	110	440	68.44	25.58	\$	1,750.81	
	Portland	700	18	8	4	32	22.40	198	\$	4,435.20	
	ABS-65	700	18	0.05	1	0.05	70.00	2.72	\$	190.40	
Ward C									total	\$	20,005.41

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT			
Maple - 8th to Dead End											
	Asphalt	112	18	3	110	330	36.96	59	\$	2,180.64	
	Crushed C	112	4	4	110	440	10.95	25.58	\$	280.13	
	Portland	112	18	8	4	32	3.58	198	\$	709.63	
	ABS-65	112	18	0.05	1	0.05	11.20	2.72	\$	30.46	
Ward A									total	\$	3,200.87

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT			
Maple - 2nd to W.Brazos											
	Asphalt	326	30	3	110	330	179.30	59	\$	10,578.70	
	Crushed C	326	4	4	110	440	31.88	25.58	\$	815.38	
	portland	326	30	8	4	32	17.39	198	\$	3,442.56	
	ABS-65	326	30	0.05	1	0.05	54.33	2.72	\$	147.79	
Ward A									total	\$	14,984.42

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT			
Oak - W Brazos to Outriggers											
	Asphalt	212	18	3	110	330	69.96	59	\$	4,127.64	
	Crushed C	212	4	4	110	440	20.73	25.58	\$	530.24	
	Portland	212	18	8	4	32	6.78	198	\$	1,343.23	
	ABS-65	212	18	0.05	1	0.05	21.20	2.72	\$	57.66	
Ward A									total	\$	6,058.78

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT		
Caldwell - Ave A to Mystery Harber										
	Asphalt	280	18	3	110	330	92.40	59	\$	5,451.60

	Crushed C	280	4	4	110	440	27.38	25.58	\$ 700.32
	Portland	280	18	8	4	32	8.96	198	\$ 1,774.08
	ABS-65	280	18	0.05	1	0.05	28.00	2.72	\$ 76.16
Ward D								total	\$ 8,002.16

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
DeZavalla - Ave A to Mystery Harbor									
	Asphalt	280	18	3	110	330	92.40	59	\$ 5,451.60
	Crushed C	280	4	4	110	440	27.38	25.58	\$ 700.32
	Portland	280	18	8	4	32	8.96	198	\$ 1,774.08
	ABS-65	280	18	0.05	1	0.05	28.00	2.72	\$ 76.16
Ward D								total	\$ 8,002.16

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Groce - Ave A to Mystery Harbor									
	Asphalt	280	18	3	110	330	92.40	59	\$ 5,451.60
	Crushed C	280	4	4	110	440	27.38	25.58	\$ 700.32
	Portland	280	18	8	4	32	8.96	198	\$ 1,774.08
	ABS-65	280	18	0.05	1	0.05	28.00	2.72	\$ 76.16
Ward D								total	\$ 8,002.16

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Perry - Ave A to Mystery Harbor									
	Asphalt	280	18	3	110	330	92.40	59	\$ 5,451.60
	Crushed C	280	4	4	110	440	27.38	25.58	\$ 700.32
	Portland	280	18	8	4	32	8.96	198	\$ 1,774.08
	ABS-65	280	18	0.05	1	0.05	28.00	2.72	\$ 76.16
Ward D								total	\$ 8,002.16

ROAD	MATERIAL	LENGTH	WIDTH	TNK	RATE		TONS	PPT	
Munson - Ave A to Mystery Harbor									
	Asphalt	280	18	3	110	330	92.40	59	\$ 5,451.60
	Crushed C	280	4	4	110	440	27.38	25.58	\$ 700.32
	portland	280	18	8	4	32	8.96	198	\$ 1,774.08

	ABS-65	280	18	0.05	1	0.05	28.00	2.72	\$ 76.16
Ward D								total	\$ 8,002.16

TOTAL FEET	11216
TOTAL MILES	2.12

TOTAL ARP	\$ 358,742.28
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Ward A	797	0.073
Ward B	1451	0.275
Ward C	6237	1.181
Ward D	2731	0.517

City of Freeport
 Interlocal Agreement Project Request Summary FY-23

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
MAPLE	8th Street - Dead end	112	18	Mill, Stabilize, Lower Add 3" Asphalt w/crown	
MAPLE	2nd Street - W. Brazos	326	30	Mill, Stabilize, Lower Add 3" Asphalt w/crown	
OAK	W. Brazos - Outriggers	212	18	Mill, Stabilize, Lower Add 3" Asphalt w/crown	
WALNUT	8th Street - Alley	147	20	Mill, Stabilize, Lower Add 3" Asphalt w/crown	
Broad	Yaupon - Arbutus	457	30	Mill, Stabilize, Lower Add 3" Asphalt w/crown	
LOCUST	6th Street - 9th Street	994	30	Mill, Stabilize, Lower Add 3" Asphalt w/crown	
AUSTIN	Slaughter to Curve	1154	18	Mill, Stabilize, Lower Add 3" Asphalt w/crown	

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



Approved By: Mayor

City of Freeport
Interlocal Agreement Project Request Summary FY-23

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
VARNER	B-Port Blvd - N. AVE H	384	22	Mill, Stabilize, Lower Add 3" ASPHALT w/CRACKS	
Sweeney	N. AVE G - N. AVE F.	305	22	Mill, Stabilize, Lower Add 3" ASPHALT w/CRACKS	
N. AVE Q	Yellowstone - VARNER	700	18	Mill, Stabilize, Lower Add 3" ASPHALT w/CRACKS	
Slaughter	CR 217 - Golf course	3694	18	Mill, Stabilize, Lower Add 3" ASPHALT w/CRACKS	
S. AVE G	Archer - Deadend	335	18	Mill, Stabilize, Lower Add 3" ASPHALT w/CRACKS	
S. AVE B	Velasco - Archer	996	20	Mill, Stabilize, Lower Add 3" ASPHALT w/CRACKS	
Caldwell	Ave A - Mystery Harbor	280	18	Mill, Stabilize, Lower Add 3" ASPHALT w/CRACKS	

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

Please return your completed Project
Request to the attention of Mianthe
Kelly prior to October 1, 2022.

Approved By: Mayor

City of Freeport
Interlocal Agreement Project Request Summary FY-23

STREET/LOCATION	LIMITS (TO - FROM)	LENGTH (FT)	WIDTH (FT)	WORK DESCRIPTION (Major Street Projects ONLY)	FOR OFFICE USE ONLY
De ZAVALLA	AVE A - MYSTERY Harbor	280	18	Mill, Stabilize, Lower Add 3" ASPHALT w/cROWN	
GROCE	AVE A - MYSTERY Harbor	280	18	Mill, Stabilize, Lower Add 3" ASPHALT w/cROWN	
Perry	AVE A - MYSTERY Harbor	280	18	Mill, Stabilize, Lower Add 3" ASPHALT w/cROWN	
MUNSON	AVE A - MYSTERY Harbor	280	18	Mill, Stabilize, Lower Add 3" ASPHALT w/cROWN	

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

Please return your completed Project Request to the attention of Abundie Kelly prior to October 1, 2023.

Approved By: Mayor



City Council Agenda Item # 7

Title: Consideration of awarding Bid #2022-16 to B3 Resources LLC for construction of a Parking lot located at the Riverside Baseball Field

Date: November 21, 2022

From: Lance Petty, Assistant City Manager/DPW

Staff Recommendation:

Staff recommends awarding bid to B3 Resources LLC for construction of parking lot located at the Riverside Baseball Field.

Item Summary:

With award of bid, contractor will begin immobilization to construct a new parking lot located at the Riverside Baseball Field.

Background Information:

The City of Freeport City Council approved this project expenditure in this year's fiscal budget. Staff presented this improvement during the Strategic Planning process. On October 25th and November 1st 2022, the city ran ads for an RFP for this project. The city received (1) one proposal and held the bid opening on Thursday November 10, 2022.

The list includes RFP received for the new parking lot located at the Freeport Recreation Center:

B3 Resources LLC,	\$66,000.00
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Special Considerations:

If approved, the completion of the project will increase the parking availability at the Riverside Baseball field for parents and spectators.

Financial Impact:

The proposed costs of this project are a budgeted item in this year's fiscal budget.

The budgeted amount for this project is: **\$85,000.00**

Board or 3rd Party recommendation:

This proposal has been reviewed by City Staff

Supporting Documentation:

Contract

COUNTY OF BRAZORIA

STATE OF TEXAS

§ CONTRACT BETWEEN THE

§ CITY OF FREEPORT, TEXAS

§ Riverside Baseball Field

§ Parking Lot

This Contract made this _____ by and between B3 Resources LLC (hereinafter referred to as "Contractor"), and the City of Freeport, Texas, 200 West Second Street, Freeport, Texas 77541 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. Contractor shall provide services in accordance with the terms and conditions of the Contractor's Bid in response thereto, (hereinafter "Contractor's Bid"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A". The Contract consists of the following:
 - (a) This Contract by and between the City and Contractor (hereinafter "Contract");
 - (b) The City's Request for Bids (Exhibit "A").
 - (b) The Contractor's Bid (Exhibit "B").
- 1.2. In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, Request for Bids, then Contractor's Bid. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2. SCOPE & DURATION OF CONTRACT

- 2.1. The Scope and duration are as laid out in Exhibit "A". The effective date of this Contract is the last date of execution by both parties.

ARTICLE 3. PRICE

- 3.1. Compensation for services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in BID, attached hereto as Exhibit "B."

ARTICLE 4. PERFORMANCE

- 4.1. MINIMUM STANDARDS FOR PERFORMANCE: The Contractor agrees to meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and

E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

- 4.2. **ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 4.3. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 4.4. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 4.5. **ETHICS:** The Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Freeport.

ARTICLE 5. PURCHASE ORDERS AND PAYMENT

- 5.1. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 5.2. **APPROPRIATION CLAUSE:** The City of Freeport is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 5.3. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
- 5.4. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful Contractor shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment.
- 5.5. **RETAINAGE:** Retainage of five percent shall be held from progress payments on Public Works contracts to be paid to the prime contractor upon final completion of the contract.
- 5.6. **INVOICES:** Invoices must be submitted by the Contractor to the City of Freeport, Finance Department, 200 West 2nd Street, Freeport, Texas 77541.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. **WARRANTY:** Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or

permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials or equipment not conforming to these requirements be considered defective. If required the City, the Contract shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 6.2. **INTERLOCAL AGREEMENT:** Contractor agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Brazoria County authorizing participation in a cooperative purchasing program. The Contractor may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
- 6.3. **AUDIT:** The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three (3) years thereafter.
- 6.4. **SAVE HARMESS:** The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Contractor shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 6.5. **DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: (1) meet scheduled performance or deadlines contained in Exhibit A; or (2) otherwise perform in accordance with these specifications.

In the event the successful Contractor shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Freeport shall give the successful Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Contractor, default will be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this bid, agrees that the City of Freeport shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost to the defaulting Contractor.

- 6.6. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or

not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Contractor and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined at the sole discretion of the City Administrator or designated representative.

- 6.7. **REMEDIES:** The Contractor and the City agree that the City has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity. The Contractor and the City agree that the Contractor's rights, duties and remedies are limited to those set forth by statute regarding liability of Texas Municipalities.
- 6.8. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Brazoria County, Texas and the parties agree that any claim, dispute or request for relief under this contract shall exclusively be brought to the court or courts of Brazoria County, Texas.
- 6.9. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 6.10. **NO PROHIBITED INTEREST:** The Contractor acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all Contractors shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
- 6.11. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the Contractor has not been found to be liable for such practices in such proceedings.
- 6.12. **FELONY CRIMINAL CONVICTIONS:** The Contractor represents and warrants that neither the Contractor nor the Contractor's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised the City of Freeport as to the facts and circumstances surrounding the conviction.
- 6.13. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 6.14. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a

reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 6.15. **TEXAS GOVERNMENT CODE CHAPTER 2270:** Contractor verifies that it: (a) does not "boycott Israel"; and (b) will not "boycott Israel" during the term of this contract. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code Section 2270.001. Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.
- 6.16. **TEXAS GOVERNMENT CODE CHAPTER 2252:** the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 6.17. **DISPUTE RESOLUTION:** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 6.18. **SAFETY:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

- 6.19. **ENTIRE AGREEMENT:** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 6.20. **CONTRACT INTERPRETATION:** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 6.21. **SUCCESSORS AND ASSIGNS:** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 6.22. **HEADINGS:** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.


CITY OF FREEPORT, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____


ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

CONTRACTOR

By: 
Printed Name: Kelly Bockel
Title: Managing Member
Date: 10-27-2022

ATTEST:


Printed Name: Sabrina Garza
Title: Ast. Office Manager



Google Earth

30 m

Camera: 378 m 28°58'11" N 95°22'21" W

2 m

Exhibit B

Bid Form

Bidder agrees to comply with all conditions below, attached specifications, and notes. Bidder has read and agrees to comply with all terms and conditions of invitation to bid. Purchases made for city use are exempt from the state sales tax and federal excise tax. Do not include taxes in your bid. Bidder guarantees product offered shall meet or exceed minimum specification identified in this invitation to bid.

Item	Description	Qty	Unit Mes	Unit Price	Total Price
1	Asphalt	x	Yard/Ton	\$1.00	\$Total
(b)	Mobilization	1	LS	\$1,250.00	\$1,250.00
1(b)	Excavation	1	10,000 SF	\$0.95	\$9,500.00
1(c-e)	Proof Roll, Lime, Grade, PetroMat	1	10,000 SF	\$0.45	\$4,500.00
1(F)	Crushed Concrete	1	10,000 SF	\$2.60	\$26,000.00
1(i)	Striping	1	10,000 SF	\$0.15	\$1,500.00
1(j)	De-mobilization	1	LS	\$1,250.00	\$1,250.00
2	Tack Coat @ Asphalt	1	10,000 SF	\$2.20	\$22,000.00



City Council Agenda Item # 8

Title: Consideration of awarding Bid #2022-17 to B3 Resources LLC for construction of a Parking lot located at the Recreation Center

Date: November 21, 2022

From: Lance Petty, Assistant City Manager/DPW

Staff Recommendation:

Staff recommends awarding bid to B3 Resources LLC for construction of parking lot located at the Recreation Center.

Item Summary:

With award of bid, contractor will begin immobilization to construct a new parking lot located at the Recreation Center.

Background Information:

The City of Freeport City Council approved this project expenditure in this year's fiscal budget. Staff presented this improvement during the strategic Planning process. On October 25th and November 1st 2022, the city ran ads for an RFP for this project. The city received (1) one proposal and held the bid opening on Thursday November 10, 2022.

The list includes RFP received for the new parking lot located at the Freeport Recreation Center:

B3 Resources LLC,	\$65,355.00
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Special Considerations:

If approved, the completion of the project will increase the parking availability at the recreation center and park festivals.

Financial Impact:

The proposed costs of this project are a budgeted item in this year's fiscal budget.

The budgeted amount for this project is: **\$70,000.00**

Board or 3rd Party recommendation:

This proposal has been reviewed by City Staff

Supporting Documentation:

Contract

COUNTY OF BRAZORIA

§ CONTRACT BETWEEN THE
§ CITY OF FREEPORT, TEXAS

§ For Rec Center Parking Lot

STATE OF TEXAS

§ _____

This Contract made this _____ by and between B3 Resources LLC (hereinafter referred to as "Contractor"), and the City of Freeport, Texas, 200 West Second Street, Freeport, Texas 77541 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. Contractor shall provide services in accordance with the terms and conditions of the Contractor's Bid in response thereto, (hereinafter "Contractor's Bid"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A". The Contract consists of the following:
 - (a) This Contract by and between the City and Contractor (hereinafter "Contract");
 - (b) The City's Request for Bids (Exhibit "A").
 - (b) The Contractor's Bid (Exhibit "B").
- 1.2. In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, Request for Bids, then Contractor's Bid. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2. SCOPE & DURATION OF CONTRACT

- 2.1. The Scope and duration are as laid out in Exhibit "A". The effective date of this Contract is the last date of execution by both parties.

ARTICLE 3. PRICE

- 3.1. Compensation for services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in BID, attached hereto as Exhibit "B."

ARTICLE 4. PERFORMANCE

- 4.1. MINIMUM STANDARDS FOR PERFORMANCE: The Contractor agrees to meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and

E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

- 4.2. **ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 4.3. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 4.4. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 4.5. **ETHICS:** The Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Freeport.

ARTICLE 5. PURCHASE ORDERS AND PAYMENT

- 5.1. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 5.2. **APPROPRIATION CLAUSE:** The City of Freeport is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 5.3. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
- 5.4. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful Contractor shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment.
- 5.5. **RETAINAGE:** Retainage of five percent shall be held from progress payments on Public Works contracts to be paid to the prime contractor upon final completion of the contract.
- 5.6. **INVOICES:** Invoices must be submitted by the Contractor to the City of Freeport, Finance Department, 200 West 2nd Street, Freeport, Texas 77541.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. **WARRANTY:** Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or

permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials or equipment not conforming to these requirements be considered defective. If required the City, the Contract shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 6.2. **INTERLOCAL AGREEMENT:** Contractor agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Brazoria County authorizing participation in a cooperative purchasing program. The Contractor may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
- 6.3. **AUDIT:** The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three (3) years thereafter.
- 6.4. **SAVE HARMESS:** The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Contractor shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 6.5. **DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: (1) meet scheduled performance or deadlines contained in Exhibit A; or (2) otherwise perform in accordance with these specifications.

In the event the successful Contractor shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Freeport shall give the successful Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Contractor, default will be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this bid, agrees that the City of Freeport shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost to the defaulting Contractor.

- 6.6. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or

not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Contractor and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined at the sole discretion of the City Administrator or designated representative.

- 6.7. **REMEDIES:** The Contractor and the City agree that the City has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity. The Contractor and the City agree that the Contractor's rights, duties and remedies are limited to those set forth by statute regarding liability of Texas Municipalities.
- 6.8. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Brazoria County, Texas and the parties agree that any claim, dispute or request for relief under this contract shall exclusively be brought to the court or courts of Brazoria County, Texas.
- 6.9. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 6.10. **NO PROHIBITED INTEREST:** The Contractor acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all Contractors shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
- 6.11. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the Contractor has not been found to be liable for such practices in such proceedings.
- 6.12. **FELONY CRIMINAL CONVICTIONS:** The Contractor represents and warrants that neither the Contractor nor the Contractor's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised the City of Freeport as to the facts and circumstances surrounding the conviction.
- 6.13. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 6.14. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a

reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 6.15. TEXAS GOVERNMENT CODE CHAPTER 2270: Contractor verifies that it: (a) does not "boycott Israel"; and (b) will not "boycott Israel" during the term of this contract. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code Section 2270.001. Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.
- 6.16. TEXAS GOVERNMENT CODE CHAPTER 2252: the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 6.17. DISPUTE RESOLUTION: The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 6.18. SAFETY: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

- 6.19. **ENTIRE AGREEMENT:** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 6.20. **CONTRACT INTERPRETATION:** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 6.21. **SUCCESSORS AND ASSIGNS:** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 6.22. **HEADINGS:** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

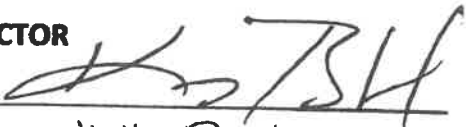
CITY OF FREEPORT, TEXAS

By: _____
 Printed Name: _____
 Title: _____
 Date: _____


ATTEST:

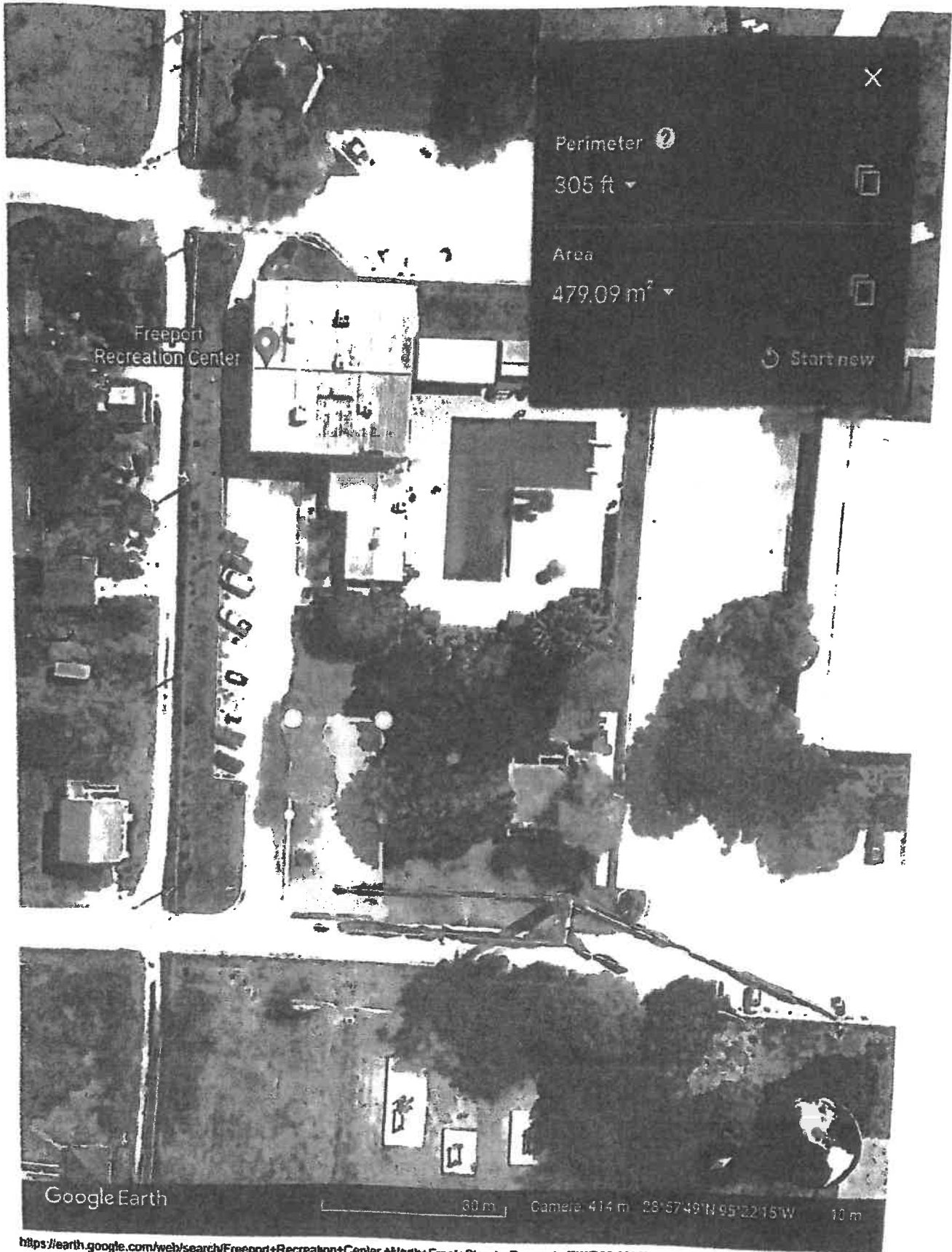
 Betty Wells, City Secretary
 City of Freeport, Texas

CONTRACTOR

By: 
 Printed Name: Kelly Bockel
 Title: Managing Member
 Date: 10-27-2022

ATTEST:


 Printed Name: Sabrina Garza
 Title: Ast. Office Manager



Perimeter ⓘ

305 ft ▾

Area

479.09 m² ▾

Start new

Freeport
Recreation Center

Google Earth

30 m

Camera 414 m 29°57'49"N 95°22'15"W

10 m

Exhibit B

Bid Form

Bidder agrees to comply with all conditions below, attached specifications, and notes. Bidder has read and agrees to comply with all terms and conditions of invitation to bid. Purchases made for city use are exempt from the state sales tax and federal excise tax. Do not include taxes in your bid. Bidder guarantees product offered shall meet or exceed minimum specification identified in this Invitation to bid.

Item	Description	Qty	Unit Mes	Unit Price	Total Price
1	Asphalt	x	Yard/Ton	\$1.00	\$Total
(b)	Mobilization	1	LS	\$1,250.00	\$1,250.00
1(a)	Excavation	1	6,500 SF	\$ 2.80	\$13,520.00
1(b-e)	Proof Roll & Lime Stabilize	1	6,500 SF	\$1.50	\$9,750.00
1(d-e)	Grade & Petro Mat	1	6,500 SF	\$0.66	\$4,290.00
1(F)	Crushed Concrete	1	6,500 SF	\$16.70	\$17,550.00
1(i)	Striping	1	6,500 SF	\$0.23	\$1,495.00
1(j)	De-mobilization	1	LS	\$1,250.00	\$1,250.00
2	Tack Coat & Asphalt	1	6,500 SF	\$ 2.50	\$16,250.00



City Council Agenda Item # 9

Title: Consideration of awarding Bid #2022-18 to B3 Resources LLC for T Dock Road and Levee Improvements

Date: November 21, 2022

From: Lance Petty, Assistant City Manager/DPW

Staff Recommendation:

Staff recommends awarding bid to B3 Resources LLC for T Dock Road and Levee Improvements

Item Summary:

With award of bid, contractor will begin immobilization to widen the T Dock Road and improve the grading of the Levee crossing.

Background Information:

The City of Freeport City Council approved this project expenditure in this year's fiscal budget. Staff presented this improvement during the strategic Planning process. On October 25th and November 1st 2022, the city ran ads for an RFP for this project. The city received (1) one proposal and held the bid opening on Thursday November 10, 2022.

The list includes RFP received for the new parking lot located at the Freeport Recreation Center:

B3 Resources LLC,	\$95,665.10
--------------------------	--------------------

Special Considerations:

If approved, the completion of the project will widen the road leading to the T Docks and reduce the elevation issue at the Levee crossing to improve safety.

Financial Impact:

The proposed costs of this project are a budgeted item in this year's fiscal budget.

The budgeted amount for this project is: **\$150,000.00**

Board or 3rd Party recommendation:

This proposal has been reviewed by City Staff

Supporting Documentation:

Contract

COUNTY OF BRAZORIA

STATE OF TEXAS

§ CONTRACT BETWEEN THE

§ CITY OF FREEPORT, TEXAS

§ For T-Dock Levee and Road Improvements

§

This Contract made this _____ by and between B3 Resources LLC (hereinafter referred to as "Contractor"), and the City of Freeport, Texas, 200 West Second Street, Freeport, Texas 77541 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. Contractor shall provide services in accordance with the terms and conditions of the Contractor's Bid in response thereto, (hereinafter "Contractor's Bid"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A". The Contract consists of the following:
 - (a) This Contract by and between the City and Contractor (hereinafter "Contract");
 - (b) The City's Request for Bids (Exhibit "A").
 - (b) The Contractor's Bid (Exhibit "B").
- 1.2. In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, Request for Bids, then Contractor's Bid. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2. SCOPE & DURATION OF CONTRACT

- 2.1. The Scope and duration are as laid out in Exhibit "A". The effective date of this Contract is the last date of execution by both parties.

ARTICLE 3. PRICE

- 3.1. Compensation for services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in BID, attached hereto as Exhibit "B."

ARTICLE 4. PERFORMANCE

- 4.1. MINIMUM STANDARDS FOR PERFORMANCE: The Contractor agrees to meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and

E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

- 4.2. **ASSIGNMENT:** The Contractor shall not sell, assign, transfer or convey this contract in whole or in part, without the prior written consent of the City.
- 4.3. **TITLE AND RISK OF LOSS:** The title and risk of loss of goods shall not pass to the City until the City actually receives and takes possession of the goods at the point(s) of delivery.
- 4.4. **PATENT RIGHTS:** The Contractor agrees to indemnify and hold the City harmless from any claim involving patent right infringement or copyrights on goods supplied.
- 4.5. **ETHICS:** The Contractor shall not offer or accept gifts or anything of value nor enter into any business arrangement with any employee, official or agent of the City of Freeport.

ARTICLE 5. PURCHASE ORDERS AND PAYMENT

- 5.1. **PURCHASE ORDERS:** A purchase order(s) shall be generated by the City to the successful Contractor. The purchase order number must appear on all itemized invoices and packing slips. The City will not be held responsible for any work orders placed and/or performed without a valid current purchase order number. Payment will be made for all services rendered and accepted by the contract administrator for which a valid invoice has been received.
- 5.2. **APPROPRIATION CLAUSE:** The City of Freeport is a Texas home-rule municipal corporation operated and funded on an October 1 to September 30 basis. Accordingly, the City reserves the right to terminate, without liability to the City, any contract for which funding is not available.
- 5.3. **TAXES:** The City is exempt from Federal Manufacturer's Excise, and State sales taxes. Tax exemption certificates will be executed by the City and furnished upon request by the Director of Finance.
- 5.4. **PAYMENT TERMS:** Payment terms are Net 30 upon receipt and acceptance by the City for item(s) and/or service(s) ordered and delivered after receipt of a valid invoice, in accordance with the State of Texas Prompt Payment Act, Chapter 2251, Texas Government Code. Prompt payment discounts may be used by the City in determining the lowest responsible bidder. Successful Contractor shall pay a subcontractor the appropriate share of the payment not later than the 10th day after the date the Contractor receives the payment.
- 5.5. **RETAINAGE:** Retainage of five percent shall be held from progress payments on Public Works contracts to be paid to the prime contractor upon final completion of the contract.
- 5.6. **INVOICES:** Invoices must be submitted by the Contractor to the City of Freeport, Finance Department, 200 West 2nd Street, Freeport, Texas 77541.

ARTICLE 6. GENERAL PROVISIONS

- 6.1. **WARRANTY:** Contractor warrants to the City that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or

permit otherwise. The Contractor further warrants that the work will conform to the requirements of the Contract Documents and will be free from defects. Work, materials or equipment not conforming to these requirements be considered defective. If required the City, the Contract shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

- 6.2. **INTERLOCAL AGREEMENT:** Contractor agrees to extend prices to all entities that have entered into or will enter into joint purchasing Interlocal Cooperation Agreements with the City. The City has executed Interlocal Agreements, as permitted under Section 791.025 of the Texas Government Code with certain other governmental entities in Brazoria County authorizing participation in a cooperative purchasing program. The Contractor may be asked to provide products/services, based upon bid price, to any other participant in which the City has entered into an Interlocal Agreement for purchasing.
- 6.3. **AUDIT:** The City reserves the right to audit the records and performance of the Contractor during the term of the contract and for three (3) years thereafter.
- 6.4. **SAVE HARMESS:** The Contractor shall defend, indemnify and save harmless the City and all its officers, agents and employees and all entities, their officers, agents and employees who are participating in this contract from all suits, actions or other claims of any character, name and description brought for or on account of any injuries, including death, or damages received or sustained by any person, persons, or property on account of any negligent act or fault of the Contractor, or of any agent, officer, director, representative, employee, subcontractor or supplier in the execution of, or performance under, any contract which may result from bid award. Contractor shall pay any judgment with cost which may be obtained against the City and participating entities growing out of such injury or damages.
- 6.5. **DEFAULT:** The City reserves the right to enforce the performance of this contract in any manner prescribed by law or deemed to be in the best interest of the City in the event of breach or default of this contract. The City reserves the right to terminate the contract immediately in the event the Contractor fails to: (1) meet scheduled performance or deadlines contained in Exhibit A; or (2) otherwise perform in accordance with these specifications.

In the event the successful Contractor shall fail to perform, keep or observe any of the terms and conditions to be performed, kept or observed, the City of Freeport shall give the successful Contractor written notice of such default; and in the event said default is not remedied to the satisfaction and approval of the City within seven (7) working days of receipt of such notice by the successful Contractor, default will be declared and all the successful Contractor's rights shall terminate. Contractor, in submitting this bid, agrees that the City of Freeport shall not be liable to prosecution for damages in the event that the City declares the Contractor in default.

Breach of contract or default authorizes the City to, among other things, award to another bidder, purchase elsewhere and charge the full increase in cost to the defaulting Contractor.

- 6.6. **ACCEPTABILITY:** All articles enumerated in the bid shall be subject to inspection by a City officer or employee designated for the purpose. If found inferior to the quality called for, or

not equal in value to the specifications, deficient in workmanship or otherwise, this fact shall be certified to the City Manager who shall have the right to reject the whole or any part of the same. Work determined to be contrary to specifications must be replaced by the Contractor and at its expense. All disputes concerning quality of supplies utilized in the performance of this bid will be determined at the sole discretion of the City Administrator or designated representative.

- 6.7. **REMEDIES:** The Contractor and the City agree that the City has all rights, duties, and remedies available as stated in the Uniform Commercial Code and any other available remedy, whether in law or equity. The Contractor and the City agree that the Contractor's rights, duties and remedies are limited to those set forth by statute regarding liability of Texas Municipalities.
- 6.8. **VENUE:** This contract will be governed and construed according to the laws of the State of Texas. This contract is performable in Brazoria County, Texas and the parties agree that any claim, dispute or request for relief under this contract shall exclusively be brought to the court or courts of Brazoria County, Texas.
- 6.9. **SILENCE OF SPECIFICATION:** The apparent silence of these specifications as to any detail or to the apparent omission from it of a detailed description concerning any point shall be regarded as meaning that only the best commercial practices are to prevail. All interpretations of these specifications shall be made on the basis of this statement.
- 6.10. **NO PROHIBITED INTEREST:** The Contractor acknowledges and represents they are aware of the laws regarding conflicts of interest. In compliance with Local Government Code §176.006, as amended, all Contractors shall submit a completed conflict of interest questionnaire as provided herein with their bid submittal.
- 6.11. **DECEPTIVE TRADE PRACTICES/UNFAIR BUSINESS PRACTICES:** By submission of a bid response, the Contractor represents and warrants that it has not been the subject of allegations of Deceptive Trade Practices violations under Tex. Bus. & Com. Code Chapter 17 or allegations of any unfair business practice in any administrative hearing or court suit that the Contractor has not been found to be liable for such practices in such proceedings.
- 6.12. **FELONY CRIMINAL CONVICTIONS:** The Contractor represents and warrants that neither the Contractor nor the Contractor's employees have been convicted, or have a pending felony criminal offense, or that, if such a conviction has occurred, the Contractor has fully advised the City of Freeport as to the facts and circumstances surrounding the conviction.
- 6.13. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 6.14. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a

reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 6.15. **TEXAS GOVERNMENT CODE CHAPTER 2270:** Contractor verifies that it: (a) does not "boycott Israel"; and (b) will not "boycott Israel" during the term of this contract. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code Section 2270.001. Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.
- 6.16. **TEXAS GOVERNMENT CODE CHAPTER 2252:** the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 6.17. **DISPUTE RESOLUTION:** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 6.18. **SAFETY:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

- 6.19. **ENTIRE AGREEMENT:** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 6.20. **CONTRACT INTERPRETATION:** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 6.21. **SUCCESSORS AND ASSIGNS:** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 6.22. **HEADINGS:** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.


CITY OF FREEPORT, TEXAS

By: _____
 Printed Name: _____
 Title: _____
 Date: _____


ATTEST:

 Betty Wells, City Secretary
 City of Freeport, Texas

CONTRACTOR

By: 
 Printed Name: Kelly Bockel
 Title: Managing Member
 Date: 10-27-2022

ATTEST:


 Printed Name: Sabrina Garza
 Title: Ast. Office Manager

10/17/22 2:08 PM

Google Earth



Google Earth

30 m

Camera 324 m 28°57'23"N 95°21'45"W

2 m

<https://earth.google.com/web/search/CVS+West+2nd+Street+Freeport,+TX/@28.95640208,-95.36302641,1.83264276a,322.18951412d,35y0h0t0/>

1/1

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City Council Agenda Item # 10

Title: Consideration of awarding Bid #2022-19 to TRA-CON construction and design for the remodel of the Velasco Community House

Date: November 21, 2022

From: Lance Petty, Assistant City Manager/DPW

Staff Recommendation:

Staff recommends awarding bid to TRA-CON construction and design for the remodel of the Velasco Community House

Item Summary:

With award of bid, contractor will begin immobilization to begin the remodel of the Velasco Community House

Background Information:

The City of Freeport City Council approved this project expenditure in this year’s fiscal budget. Staff presented this improvement during the strategic Planning process. On October 26th and November 2nd 2022, the city ran ads for an RFP for this project. The city received (2) two proposal and held the bid opening on Monday November 14, 2022.

The list includes RFP received for the remodel of the Velasco Community House:

TRA-CON construction and design	\$57,770.00
Covarrubias Remodeling Services, LLC	\$62,842.00

Special Considerations:

If approved, the completion of the project will bring this rental space up to code and improve the city’s rental space for its citizens.

Financial Impact:

The proposed costs of this project is budgeted item in this year’s fiscal budget.

The budgeted amount for this project is: **\$70,000.00**

Board or 3rd Party recommendation:

This proposal has been reviewed by City Staff

Supporting Documentation:

Contact

COUNTY OF BRAZORIA

STATE OF TEXAS

§ CONTRACT BETWEEN THE
§ CITY OF FREEPORT, TEXAS
§ Velasco House
§ _____

This Contract made this NOVEMBER 14, 2022, by and between TRA-COA (hereinafter referred to as "Contractor"), and the City of Freeport, Texas, 200 West Second Street, Freeport, Texas 77541 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. Contractor shall provide services in accordance with the terms and conditions of the Contractor's Bid in response thereto, (hereinafter "Contractor's Bid"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A". The Contract consists of the following:
 - (a) This Contract by and between the City and Contractor (hereinafter "Contract");
 - (b) The City's Request for Bids (Exhibit "A").
 - (b) The Contractor's Bid (Exhibit "B").
- 1.2. In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, Request for Bids, then Contractor's Bid. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2. SCOPE & DURATION OF CONTRACT

- 2.1. The Scope and duration are as laid out in Exhibit "A". The effective date of this Contract is the last date of execution by both parties.

ARTICLE 3. PRICE

- 3.1. Compensation for services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in BID, attached hereto as Exhibit "B."

ARTICLE 4. PERFORMANCE

- 4.1. MINIMUM STANDARDS FOR PERFORMANCE: The Contractor agrees to meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

OFFICE USE ONLY

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.

4 Name of interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no interested Party.

6 UNSWORN DECLARATION
 My name is _____ and my date of birth is _____
 My address _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)
 I declare under penalty of perjury that the foregoing is true and correct.
 Executed in _____ County, State of _____, on the _____ day of _____, 20_____
 (month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

E. Be otherwise qualified and eligible, as determined by the City, to receive an award.

The City may request representation and other information sufficient to determine Contractor's ability to meet these minimum standards listed above.

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- 6.13. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 6.14. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a

reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 6.15. **TEXAS GOVERNMENT CODE CHAPTER 2270:** Contractor verifies that it: (a) does not "boycott Israel"; and (b) will not "boycott Israel" during the term of this contract. For the purposes of this Section only, the terms "company" and "boycott Israel" have the meaning assigned by Texas Government Code Section 2270.001. Contractor's obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.
- 6.16. **TEXAS GOVERNMENT CODE CHAPTER 2252:** the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term "foreign terrorist organization" in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 6.17. **DISPUTE RESOLUTION:** The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 6.18. **SAFETY:** The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

- 6.19. **ENTIRE AGREEMENT:** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 6.20. **CONTRACT INTERPRETATION:** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 6.21. **SUCCESSORS AND ASSIGNS:** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 6.22. **HEADINGS:** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.

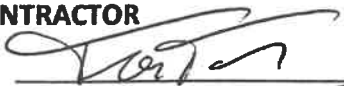
CITY OF FREEPORT, TEXAS

By: _____
Printed Name: _____
Title: _____
Date: _____

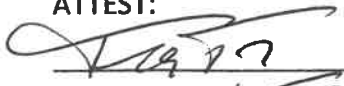
ATTEST:

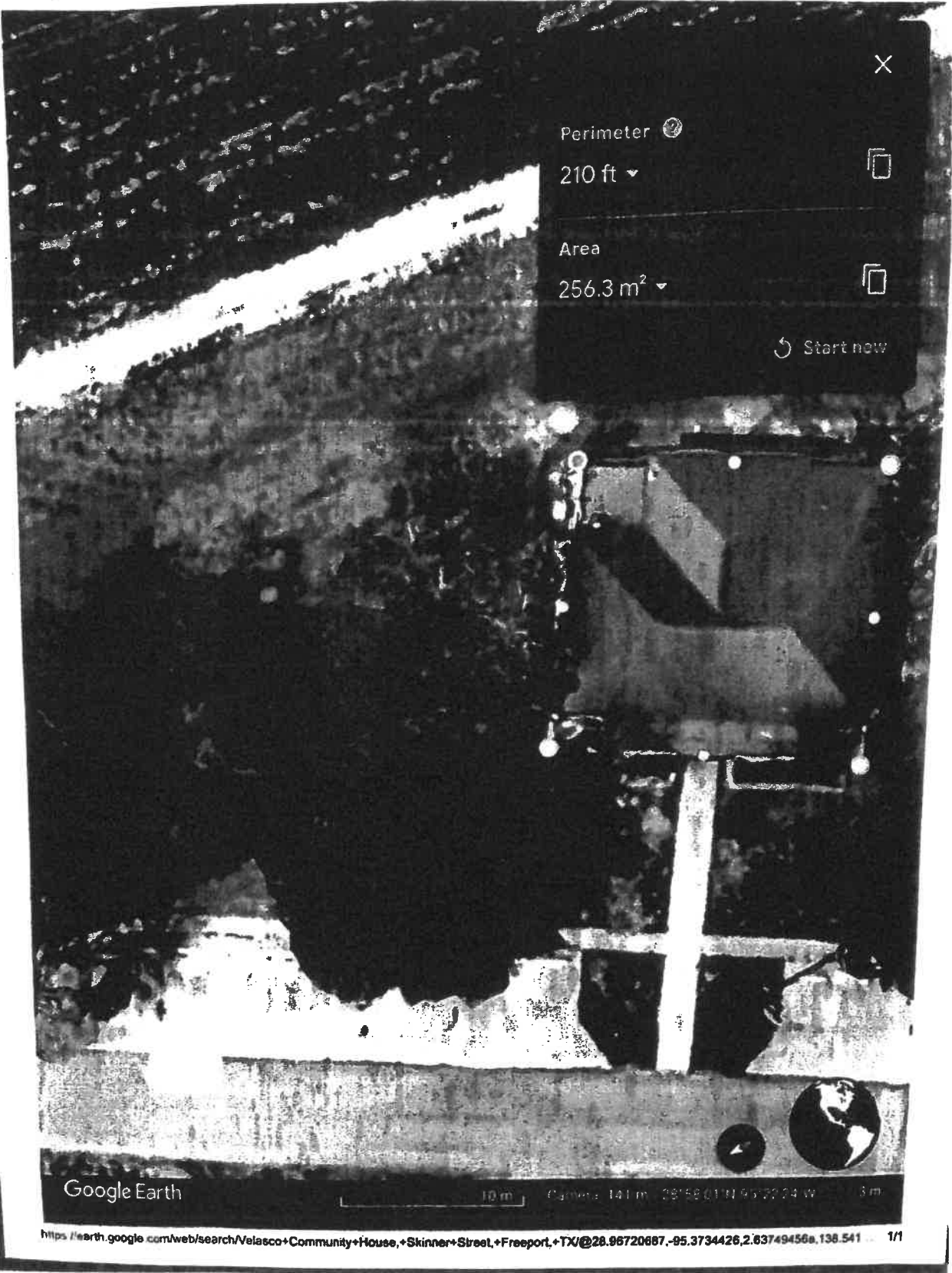
Betty Wells, City Secretary
City of Freeport, Texas

CONTRACTOR

By:  _____
Printed Name: TROY TRACY
Title: OWNER
Date: 11/14/2022

ATTEST:

 _____
Printed Name: TROY TRACY
Title: OWNER



Perimeter ⓘ

210 ft ▾

Area

256.3 m² ▾

↻ Start now

Google Earth

10 m

Camera: 141 m 28°58'01"N 95°22'24"W 3 m

<https://earth.google.com/web/search/Velasco+Community+House,+Skinner+Street,+Freeport,+TX/@28.96720667,-95.3734426,2.63749456a,138.541...> 1/1

Exhibit B
TRA-CON

General Construction & Design

PROPOSAL

DATE: 11-12-2022

Customer:

City of Freeport
Velasco Community House Remodel
110 Skinner St.
Freeport, Tx
77541

TRA-CON
53 Joshua Court
Lake Jackson, TX
77566

Scope of Work:	Amount
<p>Tra-Con will remove and replace all the ceiling tiles at the Customer address listed above. All electrical wiring will be brought up to code. The roof will be removed and replaced with a 30yr composition shingle roof. All rotten fascia boards shall be removed and replaced. All the fascia and soffit boards will be painted. Customer will choose the color, Sherwin Williams paint will be used. An exterior 36" door will be installed. Each sink in the mens and womens bathrooms will be securely anchored. Six windows will be removed and replaced and all the interior walls shall be painted. The Exterior A/C unit will be properly anchored.</p> <p>NOTE: This proposal includes labor and materials unless stated otherwise above. This proposal will expire in 14 days.</p>	<p>\$57,770.00</p>
TOTAL:	\$57,770.00

**53 JOSHUA CT
LAKE JACKSON, TX
77566**

Bid Form

Bidder agrees to comply with all conditions below, attached specifications, and notes. Bidder has read and agrees to comply with all terms and conditions of invitation to bid. Purchases made for city use are exempt from the state sales tax and federal excise tax. Do not include taxes in your bid. Bidder guarantees product offered shall meet or exceed minimum specification identified in this invitation to bid.

Item	Description	Qty	Unit Mes	Unit Price	Total Price
1	Ceiling tiles	x		\$1.00	\$Total
1	CEILING TILES	2200	SQ FT	\$3.60.00	\$7920.00
2	ELECTRICAL To CODE	2200	SQ FT	\$9.24.00	\$20328.00
3	RE-ROOF + REPLACE/Paint	45	SQ YARDS	\$330.00	\$14850.00
	EXTERIOR ROTTEN WOOD	40	FEET (LINEAR)	\$80.00	\$3200.00
4	REPLACE EXTERIOR 36" DOOR	1	36" (1000R)	\$1980.00	\$1980.00
5	ANCHOR BATHROOM SINKS	2	2	\$225.00	\$450.00
6	PAINT INTERIOR WALLS	20	GALLONS	\$148.50	\$2970.00
7	ANCHOR OUTSIDE A/C UNIT	1	1	\$396.00	\$396.00
8	REMOVE/REPLACE WINDOWS	6	6	\$946.00	\$5676.00
	TOTAL				\$5770.00



City Council Agenda Item #11

Title: Consideration of awarding Bid #2022-20 to TRA-CON construction and design for the rehabilitation of the Service Center Warehouse

Date: November 21, 2022

From: Lance Petty, Assistant City Manager/DPW

Staff Recommendation:

Staff recommends awarding bid to TRA-CON construction and design for the Rehabilitation of the Service Center Warehouse

Item Summary:

With award of bid, contractor will begin immobilization to begin the Rehabilitation of the Service Center Warehouse

Background Information:

The City of Freeport City Council approved this project expenditure in this year’s fiscal budget. Staff presented this improvement during the strategic Planning process. On October 26th and November 2nd 2022, the city ran ads for an RFP for this project. The city received (3) three proposal and held the bid opening on Monday November 14, 2022.

The list includes RFP received for the remodel of the Velasco Community House:

TRA-CON construction and design	\$32,400.00
Covarrubias Remodeling Services, LLC	\$59,190.00
Brazos Commercial Roofing, LLC	\$100,626.50

Special Considerations:

If approved, the completion of the project will repair and protect the exterior structure from further damage.

Financial Impact:

The proposed costs of this project are budgeted item in this year's fiscal budget.

The budgeted amount for this project is: **\$60,000.00**

Board or 3rd Party recommendation:

This proposal has been reviewed by City Staff

Supporting Documentation:

Contract

COUNTY OF BRAZORIA
STATE OF TEXAS

§ CONTRACT BETWEEN THE
§ CITY OF FREEPORT, TEXAS
§ Service Center Warehouse
§ Rehab

This Contract made this NOVEMBER 14, 2022 by and between TRA-CON (hereinafter referred to as "Contractor"), and the City of Freeport, Texas, 200 West Second Street, Freeport, Texas 77541 (hereinafter referred to as "City").

For and in consideration of the covenants and agreements contained herein, and of the mutual benefits to be obtained hereby, the parties agree as follows:

ARTICLE 1. CONTRACT DOCUMENTS

- 1.1. Contractor shall provide services in accordance with the terms and conditions of the Contractor's Bid in response thereto, (hereinafter "Contractor's Bid"), a copy of which is attached hereto and incorporated herein for all purposes as Exhibit "A". The Contract consists of the following:
 - (a) This Contract by and between the City and Contractor (hereinafter "Contract");
 - (b) The City's Request for Bids (Exhibit "A").
 - (b) The Contractor's Bid (Exhibit "B").
- 1.2. In the event there exists a conflict between any of the terms, clauses, or phrases in the foregoing documents, priority of interpretation shall be in the following order: this Contract, Request for Bids, then Contractor's Bid. These documents shall be referred to collectively as "Contract Documents."

ARTICLE 2. SCOPE & DURATION OF CONTRACT

- 2.1. The Scope and duration are as laid out in Exhibit "A". The effective date of this Contract is the last date of execution by both parties.

ARTICLE 3. PRICE

- 3.1. Compensation for services provided hereunder shall be in an amount not to exceed Contractor's rates therefore as contained in BID, attached hereto as Exhibit "B."

ARTICLE 4. PERFORMANCE

- 4.1. MINIMUM STANDARDS FOR PERFORMANCE: The Contractor agrees to meet the following requirements:
 - A. Have adequate financial resources, or the ability to obtain such resources as required;
 - B. Be able to comply with the required or proposed delivery schedule;
 - C. Have a satisfactory record of performance;
 - D. Have a satisfactory record of integrity and ethics; and

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

<p>Complete Nos. 1 - 4 and 6 if there are interested parties. Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.</p>	<p>OFFICE USE ONLY</p>
<p>1 Name of business entity filing form, and the city, state and country of the business entity's place of business.</p>	
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4 Name of Interested Party	City, State, Country (place of business)	Nature of Interest (check applicable)	
		Controlling	Intermediary

5 Check only if there is no interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address: _____ (street) _____ (city) _____ (state) _____ (zip code) _____ (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.

Signature of authorized agent of contracting business entity
(Declarant)

ADD ADDITIONAL PAGES AS NECESSARY

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- 6.13. **SEVERABILITY:** If any section, subsection, paragraph, sentence, clause, phrase or word of these requirements or specifications shall be held invalid, such holding shall not affect the remaining portions of these requirements and the specifications and it is hereby declared that such remaining portions would have been included in these requirements and the specifications as though the invalid portion had been omitted.
- 6.14. **FORCE MAJEURE:** If, by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this contract, then such party shall give notice and full particulars of such Force Majeure in writing to the other party within a

reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority, insurrections, riots, epidemics, landslides, lightning, earthquake, fires, hurricanes, storms, floods, washouts, droughts, arrests, restraint of government and people, civil disturbances, explosions, breakage or accidents to machinery, pipelines, or canals, or other causes not reasonable within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

- 6.15. TEXAS GOVERNMENT CODE CHAPTER 2270: Contractor verifies that it: (a) does not “boycott Israel”; and (b) will not “boycott Israel” during the term of this contract. For the purposes of this Section only, the terms “company” and “boycott Israel” have the meaning assigned by Texas Government Code Section 2270.001. Contractor’s obligations under this Section, if any exist, will automatically cease or be reduced to the extent that the requirements of Texas Government Code Chapter 2270 are subsequently repealed, reduced, or declared unenforceable or invalid in whole or in part by any court or tribunal of competent jurisdiction or by the Texas Attorney General, without any further impact on the validity or continuity of this contract.
- 6.16. TEXAS GOVERNMENT CODE CHAPTER 2252: the Contractor represents and certifies that, at the time of execution of this Agreement neither the Contractor, nor any wholly owned subsidiary, majority-owned subsidiary, parent company or affiliate of the same (i) engages in business with Iran, Sudan, or any foreign terrorist organization as described in Chapters 806 or 807 of the Texas Government Code, or Subchapter F of Chapter 2252 of the Texas Government Code, or (ii) is a company listed by the Texas Comptroller of Public Accounts under Sections 806.051, 807.051, or 2252.153 of the Texas Government Code. The term “foreign terrorist organization” in this paragraph has the meaning assigned to such term in Section 2252.151 of the Texas Government Code.
- 6.17. DISPUTE RESOLUTION: The parties agree that they shall first attempt to resolve disputes hereunder by the use of non-binding mediation.
- 6.18. SAFETY: The Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs, including all those required by law in connection with performance of the Contract. The Contractor shall promptly remedy damages and loss to property caused in whole or in part by the Contractor, its employees, agents, subcontractors, or by any other third party for whose acts the Contractor may be liable.

- 6.19. **ENTIRE AGREEMENT:** This Contract and its attachments embody the entire agreement between the parties and may only be modified in writing if executed by both parties.
- 6.20. **CONTRACT INTERPRETATION:** Although this Contract is drafted by City, should any part be in dispute, the parties agree that the Contract shall not be construed more favorably for either party.
- 6.21. **SUCCESSORS AND ASSIGNS:** This Contract shall be binding upon the parties hereto, their successors, heirs, personal representatives and assigns.
- 6.22. **HEADINGS:** The headings of this Contract are for the convenience of reference only and shall not affect in any manner any of the terms and conditions hereof.

IN WITNESS WHEREOF, the parties have executed this Contract by signing below. The effective date of this Contract shall be the date of final execution.


CITY OF FREEPORT, TEXAS

By: _____
 Printed Name: _____
 Title: _____
 Date: _____


ATTEST:

 Betty Wells, City Secretary
 City of Freeport, Texas

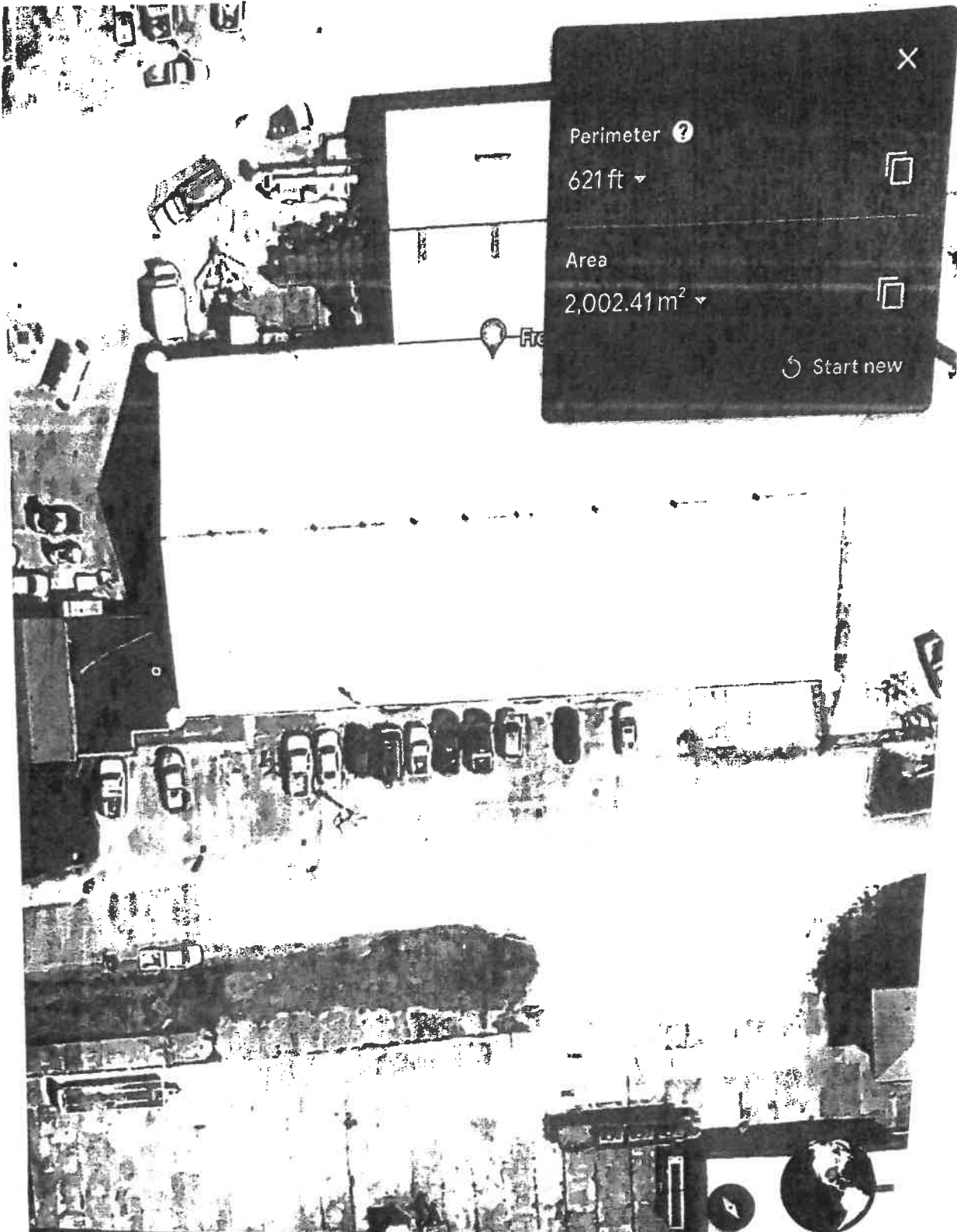
CONTRACTOR

By: 
 Printed Name: TROY TRACY
 Title: OWNER
 Date: 11/14/2022

ATTEST:


 Printed Name: TROY TRACY
 Title: Owner

01/10/2024, 11:42:11 AM



Perimeter [?]
621 ft ▾

Area
2,002.41 m² ▾

Start new

Google Earth

20 m | Camera 252 m 28°57'23"N 95°21'22"W 5 m

Exhibit B

TRA-CON

General Construction & Design

PROPOSAL

DATE: 11-12-2022

Customer:

City of Freeport
Service Center Warehouse
510 S. Avenue A
Freeport, Tx
77541

TRA-CON

53 Joshua Court
Lake Jackson, TX
77566

Scope of Work:	Amount
<p>Tra-Con will prep and paint the walls at the customer address listed above. The portion of the North East wall adjacent to the building will not be painted. All damaged metal on the roof will be repaired. The entire roof shall be caulked and sealed. Customer will choose the color. The sealant applied to the entire roof shall be clear. Sherwin Williams paint and sealer shall be used.</p> <p>NOTE: This proposal includes labor and materials unless stated otherwise above. This proposal will expire in 14 days.</p>	<p>\$32,400.00</p>
<p>TOTAL:</p>	<p>\$32,400.00</p>

**53 JOSHUA CT
LAKE JACKSON, TX**

77566

TRA-CON

(979)373-1801



City Council Agenda Item # 12

Title: First reading in consideration of resolution approving economic development projects to be enacted by the Freeport Economic Development Corporation.

Date: November 21, 2022

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends City Council Discuss for future consideration the Resolution for the requested EDC Economic Development project for the Business Improvement Grant Program.

Item Summary:

The EDC has identified the Business Improvement Grant program as an economic development project it would like to consider for funding in the 2022-2023 fiscal year. Because of its nature, it is required to have City Council approval following two readings. This is the first of the two required readings.

Background Information:

1. 2023 LOCAL BUSINESS IMPROVEMENT GRANT PROGRAM

The local business improvement grant program provides grant funding from the EDC under several categories including Façade Improvements, Sign Improvements, General Property improvements, and Landscaping improvements. Applications for these categories are accepted anytime and considered individually as they are received. Funding for these categories is available up to \$10,000 There is also a single Mega Grant of up to \$30,000 which will be competitively offered, with one awarded per year in May. Businesses that receive the grant are reimbursed 50% of their documented and qualified expenses up to the maximum grant amount. The EDC is requesting council approval for expenditure of up to \$150,000 in the 2022-2023 fiscal year for this program.

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the city of Freeport, and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintain a higher level of employment, economic activity and stability.

Special Considerations: The EDC conducted a required public hearing with no opposition to this proposed project.

Financial Impact: Funding for these projects would come out of the \$1.125 million Special Project line included in the EDC fiscal year budget for projects.

Board or 3rd Party recommendation:

Following a public hearing on the issue, EDC voted to recommend approval of this project at the mentioned dollar limits.

Supporting Documentation: Resolution, EDC Business Improvement Grant Program Guidelines and Criteria.

RESOLUTION NO. 2022-2768

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; APPROVING AN ECONOMIC DEVELOPMENT PROJECT TO BE ENACTED BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION; AND PROVIDING THAT THIS RESOLUTION SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS PASSAGE AND ADOPTION.

WHEREAS, the City of Freeport, Texas 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, the Freeport Economic Development Corporation (the "EDC") is a "type B" nonprofit economic development corporation, authorized under Texas Development Corporations Act, Title 12, Section 501.001 et. seq. specifically Chapter 505 of said Act; and,

WHEREAS, the EDC's specific purpose is to sustain economic development efforts and promote business development in the City; and,

WHEREAS, the City and the EDC have made the specific findings that the EDC may pursue the development project set forth below, that said project is authorized by the Texas Development Corporation Act, and that the project promotes economic development within the City of Freeport and satisfies the requirement of serving a public purpose; and,

WHEREAS, prior to passage of this resolution, the City Council conducted two (2) public readings of this resolution, in open session of duly noticed and posted council meetings, and further finds that a duly noticed and posted public hearing was previously held by the EDC on the projects contained herein.

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

FIRST, the City Council of the City of Freeport finds that the facts recited in the preamble hereof are true.

SECOND, the City Council of the City of Freeport hereby approves the following economic development project: 2022-2023 Local Business Improvement Grant Program";

THIRD, the funds to fund the above project have been budgeted and no further authorization is required from the City Council for the EDC to implement the above project.

FOURTH, this resolution shall take effect and be in force from and after its passage and adoption.

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

APPROVED:

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Clerk
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

David Olson, City Attorney
City of Freeport, Texas



FREEPORT

ECONOMIC DEVELOPMENT CORPORATION

Business Improvement Grant Program Guidelines and Criteria

Section 1. Purpose

The purpose of this program is to promote the development and expansion of new and existing business enterprises within the City limits of Freeport, Texas and enhance the economic welfare of the citizens of the City by securing and retaining business enterprises and maintaining a higher level of employment, economic activity, and stability.

Section 2. Type and amount of grants

A. Facade Improvement:

Exterior front facade enhancements. Improvements may be considered if located on a corner or paralleling an internal public space such as a park, parking lot, pedestrian way, or visible from a public right-of-way.

Improvements to store facade including, but not limited to:

Exterior painting that incorporates a major visual change (Maintenance painting does not apply.);

Significant masonry cleaning and/or restoration;

Addition of awnings (business logo & letters on awnings are acceptable);

Enhanced exterior building lighting that creates a noticeably enhanced appearance (Replacement of current lighting that is simply repair does not enhance the appearance of the building, such as replacement of inoperable fixtures and is not included.);

Store front entry systems and individual windows and door replacement or modification (if part of an overall design restoration; general building maintenance repairs are not included);

New or restored facade elements, such as cornices, soffits, canopies, and other detail elements.

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000

B. Sign Improvement:

New signs and/or major renovations or removal of existing signs. Typically LED Signs are not approved but may be reviewed on a case-by-case basis if integrated into an overall sign.

The grant amount may be up to \$3,500 for an existing business and \$1,000 for a new business.

C. Property Improvement:

Items such as, but not limited to, parking lot resurfacing, striping, driveway improvement, lighting, decorative fencing, pedestrian oriented/streetscape amenities, including street furniture, new curb and sidewalk, and related amenities, demolition and/or removal of a dilapidated structure

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000.

D. Landscaping Improvement:

Material such as, but not limited to, grass, ground covers, shrubs, vines, hedges, trees or palms, landscape lighting and non-living durable materials that are commonly used in landscaping such as, but not limited to, rocks, pebbles, sand, but excluding paving. (All living materials will be reviewed at 25% of the cost if irrigation is not present or will be applied)

The grant amount may be up to 50% of the cost of such improvement, up to a maximum of \$10,000.

E. MEGA Grant:

Can be a combination of Grant Type A, C, or D or can stand alone as either. This grant will be reserved for those business that are within the defined Downtown boundaries as laid out by our Community Comprehensive Plans or at the discretion of the FEDC Board of Directors. Must provide 1 additional Job with this grant. This grant will be awarded to one (1) applicant per a fiscal year (October 1st– September 30th). Grant applications will be accepted starting October 1st and will close February 28th. Review will be held in March and notification of grant recipient will be announced by May 15th. The grant amount may be up to 50% of the cost of such improvement up to a maximum of \$30,000.

Section 3. Eligibility

- A. All business buildings and facilities located within the City at the time of adoption of these guidelines shall be eligible for this program.
- B. Any new business planning to locate within the City, or any business currently located within the city limits, shall be eligible for this program.
- C. A *business* is defined as an occupation, profession, or trade in the purchase or sale of goods or services in an attempt to make a profit.
- D. The proposed project must comply with applicable regulations, city- approved planning studies, comprehensive plan designations, City Ordinances, Building Codes, and Americans with Disabilities Act Guidelines.
- E. All applicants must be current and provide FEDC with documentation providing they are current with all Ad Valorem Taxes.
- F. Grants may not be used for refinancing existing loans, working capital, inventory, permits, inspections, security fencing or gates, home occupations, interior remodeling, new construction, and routine maintenance of landscaping and signage (with the exception of letters/logos on new awnings).

Section 4. Guidelines

- A. Proof of the applicant's ownership of the subject facility or facilities, or proof that the owner of such facility has approved the application for such grant funds, shall be required.
- B. The owner of a business to be operated within a leased facility, and the owner of such lease facility, must apply jointly for the program. Copies of a lease agreement and proof of ownership of the leased facility shall be required.
- C. A business or property owner may apply for one (1) or more of the four (4) types of grants per physical location (address) set forth herein within any fiscal year (October 1 to September 30). A business that receives grant funding during a fiscal year shall not be precluded from making subsequent applications for funding in following years.
- D. The maximum amount of funding available to any one applicant, business establishment or property owner at one physical location (address) shall be \$50,000.00 per fiscal year unless applying for the mega grant.
- E. All grants are reimbursement grants and will only be funded after completion of the project in accordance with drawings and specifications approved by the Freeport Economic Development Corporation Board of Directors and after the applicant submits to the FEDC proof of paid receipts for all applicable labor, materials, and permits. Digital photographs of the completed work shall also be required.

- F. Reimbursement grants are a cash payment of up to the approved percentage of funds expended by the applicant on the improvements and are not to exceed the limits set forth in Section 2(A), (B), and (C) hereof. In-kind contributions to the improvements by the applicant will not be considered as an expenditure by the applicant. Only cash expenditures by the applicant may be used in calculating the cost of improvements.
- G. The applicant shall be obligated to make the improvements in accordance with the application submitted to and approved by the FEDC Board of Directors. Thereafter, any modifications must first receive written approval by either the FEDC Board or the FEDC Executive Director. Failure to obtain such written approval prior to making any such modifications shall render the applicant ineligible to receive grant funding.
- H. The applicant shall be responsible for obtaining all applicable permits related to the improvement project, and failure to do so will render the applicant ineligible to receive grant funding.
- I. The improvements, as presented in the application, must be completed in their entirety. Failure to complete all of the stated improvements shall render the applicant ineligible to receive grant funding.
- J. Upon approval of a grant application, and during the construction of the improvements, a representative or representatives of the FEDC shall have the right, at all reasonable times, to have access to and inspect the work in progress.
- K. The applicant shall not begin any improvements prior to receiving written approval of grant funding from the FEDC.
- L. The applicant must complete the improvement project within six (6) months of receiving written approval therefore from the FEDC. Failure to complete the improvements within the required time period shall result in the loss of the grant funds allocated for the project. Time extensions may be granted at the discretion of the FEDC Board of Directors.
- M. Approval of all applications shall be with the understanding and agreement that, in the event the business (applicant) fails to remain open, or the business or property is sold or transferred and subsequently closes, within twelve (12) months after the funding of the grant, the applicant shall be considered in default of its obligations under the grant, and shall be required to reimburse the FEDC the grant money received.
- N. The applicant must agree that, in the event of default of its obligations, the applicant shall repay to the FEDC the amount of grant funds it has received, with interest, at the rate of 10% per annum, within thirty (30) days after the FEDC notifies the applicant of the default. The form of such payment shall be a cashier's check or money order, made payable to the Freeport Economic Development Corporation.

- O. The applicant must certify that the applicant does not employ nor will it employ any undocumented workers (an individual who, at the time of employment, is not lawfully admitted for permanent residence to the United States or authorized under law to be employed in that manner in the United States). The applicant must agree that if, after receiving grant funds, it is convicted of a violation under 8 U.S.C. Section 1324a(f), the applicant shall repay the amount of the grant funds received by the applicant, with interest, at the rate of 10% per annum, within thirty (30) days after the FEDC notifies the applicant of the violation.
- P. The FEDC shall have the authority to bring a civil action to recover any amounts that the applicant must repay to the FEDC under paragraphs M, N, and O of this Section, and in such action may recover court costs and reasonable attorney's fees.

Section 5. Application and Approval

- A. Applications must be made on a form provided by the FEDC, which form shall be made available at the FEDC offices located at 200 West Second Street, Freeport, TX 77541 and on the FEDC website at www.freeport.tx.us.
- B. The grant application must include:
- Request Letter describing proposed project and the need for grant funds
 - Establishment of business entity name (Copy of Article of Incorporation, dba, etc.)
 - Copy of business plan
 - Copy of Lease Agreement (if facility is leased)
 - Legal description of subject property
 - Vicinity map of subject property
 - Estimates of proposed improvements. This quote shall be utilized only for the purpose of determining the amount of grant needed for the project and any costs incurred in obtaining the quote shall be the responsibility of the applicant, not the FEDC.
 - Itemized work estimates which include details and information such as color samples of paint, fabric, sign material
 - Digital Picture of Property and the area to be improved
 - Written statement from Code Enforcement stating approval of the work to be performed.
 - Notarized Seal on Application
 - Acknowledge that a sign will be placed at your property stating FEDC – Business Improvement Grant Recipient
- C. All applications must be approved by the FEDC Board of Directors
- D. An applicant shall be notified, in writing or email, within (10) ten business days of the FEDC Board's decision to approve or disapprove its application.

- E. The FEDC may award grant funds to an applicant, with certain provisions, conditions, or other requirements that the FEDC deems necessary or appropriate.
- F. The FEDC Board of Director shall have sole discretion to accept or reject an application. Applications are submitted on a competitive basis and will be graded on but not limited to:
 - 1. Those applicants that best match our Community Comprehensive Plans
 - 2. Needs of the City of Freeport and FEDC
 - 3. Best match for our Downtown Specific Plan
 - 4. Those that will be beneficial for the growth of our Freeport's Economic Development
- G. During the FEDC meeting to take action on the grant request by the APPLICANT, the board will conduct a Public Hearing which is followed by a 60-day public comment period. No reimbursements will be dispersed until the 60-day public comment period has passed. If public comments are received, the board will review and take any appropriate action.

Section 6. Funding

- A. Upon notification to the FEDC by the applicant that a project has been completed, an inspection by a FEDC representative or representatives shall be made to confirm that such project has been completed in accordance with the application or any approved modifications thereto. Such notification shall include, but not be limited to, documentation of paid receipts for materials, labor, permits, inspection reports, an affidavit stating that all contractors and subcontractors providing work and/or materials in the construction of the project improvements have been paid and any and all liens and claims regarding such work have been released, or any other item that the FEDC may reasonably deem necessary for determining the project's completion.
- B. The FEDC agrees to distribute such funds to the applicant within thirty (30) days following the inspection required in paragraph (A) hereof, and confirmation of completion of the project in accordance with the application or any approved modifications thereto. The Executive Director of the FEDC shall issue a letter to the FEDC Board of Directors notifying them of the funding action to be taken. A copy of such letter shall also be provided to the applicant.
- C. Within ten (10) business days following an inspection and the presentation of the receipts as provided in Section 6(A) above, and after a determination is made by the FEDC's representative that the project has not been completed in accordance with the application, or any approved modifications thereof, the Executive Director shall issue a letter to the applicant indicating any and all areas of non-compliance. The applicant shall then have sixty (60) days, from the date of such letter, to make the modifications

necessary to bring the project into compliance. Failure to complete such modifications within said sixty-day period shall be deemed a default of applicant's obligations under the grant, and the applicant shall be ineligible to receive grant funding.

- D. Available funding: The FEDC has budgeted \$150,000 per the current fiscal year (October 1 to September 30) to fund improvement grants. Grant applications received after the available funding has been exhausted may be accepted and held until the following fiscal year. The FEDC retains sole discretion to accept or reject applications received after the available funding has been exhausted.

Section 7. Miscellaneous

- A. THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION SHALL DELIVER A COPY OF THESE GUIDELINES TO ANY APPLICANT FOR HIS/HER REVIEW AND THE DELIVERY HEREOF DOES NOT CONSTITUTE AN OFFER OF A BUSINESS IMPROVEMENT GRANT TO THE APPLICANT.
- B. THE LAWS OF THE STATE OF TEXAS SHALL GOVERN THE INTERPRETATION, VALIDITY, PERFORMANCE, AND ENFORCEMENT OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM. IF ANY PROVISION OF THIS BUSINESS IMPROVEMENT GRANT PROGRAM IS HELD TO BE INVALID OR UNENFORCEABLE, THE VALIDITY AND ENFORCEABILITY OF THE REMAINING PROVISIONS SHALL NOT BE AFFECTED THERE.

ACKNOWLEDGMENT OF RECEIPT OF AND AGREE TO COMPLY WITH THE GUIDELINES AND CRITERIA FOR BUSINESS IMPROVEMENT GRANT PROGRAM BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION

Applicant: _____

Address: _____

Phone No.: _____

Signature: _____

Property Owner/Landlord: _____

Address: _____

Phone No.: _____

Signature: _____

This acknowledgement page must be signed and returned to the Executive Director of Freeport Economic Development Corporation. Please retain the Guidelines and Criteria for your records.

Applicants are strongly encouraged to shop local Brazoria County businesses for products and services.



FREEPORT

ECONOMIC DEVELOPMENT CORPORATION

Application for Business Improvement Grant

DOCUMENTATION CHECKLIST

Business Improvement Grant Program

As a part of this application, the following documentation is being provided by the applicant:

- _____ 1. Request Letter describing proposed project and the need for grant funds
- _____ 2. Establishment of business entity name
(Copy of Articles of Incorporation, dba, etc.)
- _____ 3. Copy of lease agreement (if facility is leased)
- _____ 4. Copy of business plan
- _____ 5. Legal description of subject property (Exhibit A)
- _____ 6. Vicinity map of subject property (Exhibit B)
- _____ 7. Estimates of proposed improvements (Exhibit C)
Itemized work estimates which include details and information such as color samples of paint, fabric, and sign material
- _____ 8. Digital Pictures of Property and area to be improved (Exhibit D)
- _____ 9. Acknowledge that a sign will be placed at your property stating
FEDC-Business Improvement Grant Recipient
- _____ 10. Signed statement from Code Enforcement stating project is in compliance
with City Ordinance

I (We), referred to as "APPLICANT", on behalf of the identified entity, submit to the Freeport Economic Development Corporation, referred to as "FEDC", this application for consideration of a Business Improvement Grant under the provisions of the FEDC's Business Improvement Grant Program.

As part of this application, APPLICANT represents to FEDC the following:

1. APPLICANT has received a copy of the FEDC's Guidelines and Criteria for the Business Improvement Grant Program. APPLICANT acknowledges to FEDC that in making this application, APPLICANT understands the terms and provisions, and all questions relating to any needed interpretation have been answered by authorized representatives of FEDC prior to the submission of this application.
2. APPLICANT has secured such legal, accounting, and/or other advice that may be necessary for APPLICANT to determine the desirability of making this application and/or accurately and correctly answering any questions as set out. APPLICANT acknowledges that it has completely relied on the advice and counsel of experts and/or appropriate persons retained, employed, or compensated by APPLICANT, and that it has not relied upon, nor is APPLICANT now attempting to rely upon, the advice and counsel of FEDC, its servants, agents, employees and/or elected or appointed officers.
3. By signing this document, "Application for Business Improvement Grant" either in an individual capacity, jointly, or in a representative capacity. APPLICANT acknowledges and verifies that all of the facts, information, and allegations as set out are true, correct and accurate, and that FEDC may rely on as if the same had been signed by APPLICANT or APPLICANT'S agent before a Notary Public or other authorized officer permitted by law to administer oaths and to take acknowledgements. APPLICANT further acknowledges and understands that any materially false or misleading statements of fact may be considered a violation of the criminal laws of the State of Texas.
4. The APPLICANT, whether a corporate entity, partnership, or other legal type business entity, or an individual, acknowledges and verifies that it is current on all current tax obligations, assessments, or other governmental levies and assessments, and that the same have been paid when due and payable, and that no delinquencies exist at this time. The APPLICANT swears and affirms that the APPLICANT is fully authorized to transact business in the State of Texas and in the state of incorporation if different from the State of Texas.
5. The APPLICANT hereby certifies that the APPLICANT does not and will not knowingly employ an undocumented worker. An "undocumented worker" shall mean an individual who, at the time of employment, is not (a) lawfully admitted for permanent residence to the United States; or (b) authorized under the law to be employed in that manner in the United States. APPLICANT understands and agrees that if, after receiving a Business Improvement Grant, APPLICANT is convicted of a violation under 8 U.S.C. Section 1324a(f), the APPLICANT shall be required to reimburse to the FEDC the grant amount received. Payments must be paid in full within thirty (30) days after the date of written notification by the FEDC. The form of such payment shall be a cashier's check or money order, made payable to the Freeport Economic Development Corporation. The FEDC has the right to recover court costs and reasonable attorney's fees as a result of any civil action required to recover such repayment.

Business Entity Name: _____

Mailing Address: _____

Phone Number: _____

Location in the City of Freeport for which the improvement is being requested

Street Address: _____

City/State/Zip: _____

Other companies and locations owned and/or operated by the APPLICANT

Company Name: _____

Street Address: _____

City/State/Zip: _____

6. Please attach a separate document providing a legal description of the property upon which the contemplated improvements will be located as *Exhibit A*.
7. Please attach a vicinity map locating the property within the City of Freeport as *Exhibit B*.
8. Please furnish detailed drawings, plans, specifications, color schemes, or any other available supporting documents for the proposed improvements and cost estimates as *Exhibit C*.
9. Please attach a letter addressing the need for the project as well as need for the FEDC grant funds.
10. Description of proposed improvements:

DESCRIPTION	ESTIMATED REPAIR	ESTIMATED START DATE	COMPLETION DATE

11. New or existing business: _____ New _____ Existing

_____ has been in operation for _____ years.

Existing number of jobs: _____ (if applicable) FT _____ PT _____

New jobs (FT): _____

New jobs (PT): _____

12. If leased facility, provide the following information (*attach copy of current lease*):

Current Landlord: _____

Address: _____

Phone Number: _____

13. Prior to APPLICANT'S execution of this application, APPLICANT has had this reviewed by an Attorney of the APPLICANT, or has had the opportunity to do so, and the parties agree that based on the foregoing, this application for the business improvement grant program shall not be construed in favor of one party over the other based on the drafting of this application.
14. APPLICANT and owner/landlord indemnify, defend, and hold FEDC harmless from any liability, injury, claim, expenses, and attorney's fees arising out of a contractor, builder, or contract for performance of improvements, or repair to buildings and facilities.
15. FEDC has delivered a copy of the guidelines and criteria for a business improvement grant program to applicant for review, and the delivery does not constitute an offer of an improvement grant.
16. The laws of the State of Texas shall govern the interpretation, validity, performance, and enforcement of the application for the business improvement grant program. The Business Improvement Grant Program shall be performable in the County of Brazoria. If any provision of this application for business improvement grant program should be held to be invalid or unenforceable, the validity and enforceability of the remaining provisions of this application shall not be affected.
17. Before submitting an application to the FEDC, the APPLICANT must meet with the Planning/Building Department of the City of Freeport for any code requirements.

VERIFICATION

I (We), the undersigned APPLICANT(S), certify that all the information furnished to FEDC has been furnished freely by the APPLICANT(S), and further acknowledge that no rights or privileges may be relied on as a part of any application. In addition, it is acknowledged that the Freeport Economic Development Corporation may or may not grant a Business Improvement Grant based upon application or request purely as a matter of discretion, and that there is no legal right to rely on any previous actions taken in same or similar applications, or previous actions taken on other applications concerning the same or similar property.

Signed and submitted to Freeport Economic Development Corporation on this, the _____ day of _____, 20 ____.

Applicant: _____	Applicant: _____
Signature: _____	Signature: _____
Address: _____	Address: _____
_____	_____
Phone No.: _____	Phone No.: _____

Property	_____
Owner/Landlord:	_____
Signature:	_____
Address:	_____
Phone No.:	_____

The State of Texas
County of Brazoria

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

Notary Public in and for the State of Texas
My Commission Expires: _____

The State of Texas
County of Brazoria

Before me, the undersigned authority, on this day personally appeared _____, known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me and that they executed the same for the purposes therein expressed.

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County of Brazoria

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Notary Public in and for the State of Texas
My Commission Expires: _____



City Council Agenda Items # 13

Title: Discuss and take possible action to require FB Live recordings of ALL public board meetings at City Hall Chambers

Date: November 21, 2022

From: Councilman Pena and Muraira

Recommendation: Recommendation to approve Resolution

Item Summary: In an effort to ensure public transparency and long term and real time records of all public meetings, a resolution to adopt the recording of ALL City Council Meetings, and all City Appointed Board Meetings with video recordings, using locally stored and Facebook Live streaming, as well as a separate audio recording to ensure the written minutes are accompanied for both the hearing and seeing impaired.

The Resolution will also require that ALL meeting be held in City Council Chambers on the first floor of the Freeport Police Department.

Background Information: Due to the increased public demand for transparency for all city board business, the need for providing both hearing and viewing impaired access to the meetings is imperative. With many of the recent board meetings held in smaller conference locations or at inopportune times for most residents, the accessibility to these hearings will require that they are held in City Council Chambers to allow for the facilitation of the video and audio recordings. Though the written minutes of the meetings have been abbreviated compositions from audio recordings, the record of all audio recordings will help to supplement the video recordings. The aim is to ensure complete archiving and accessibility for all audio and video recordings, beyond the written and Live Streamed methods currently used by Council. The aim is to ensure all public meetings are streamed live, have a static video recording, a separate audio recording with which the written version of minutes is documented. All audio and video – static and streamed will serve as the legal archiving of the city minutes... with the written version serving as a general outline of topics, events, votes, and talking points by Council, board members, and members of the public.

Special Considerations: The recent Charter Board has met without any live stream access and in small conference rooms, disallowing the public to view or participate in any meaningful manner remotely or in person.

Financial Impact: None

Board or 3rd Party recommendation: None

Supporting Documentation: Resolution

RESOLUTION NUMBER 2022-2769

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, REQUIRING ALL PUBLIC BOARDS APPOINTED BY CITY COUNCIL TO HAVE ITS MEETINGS HELD AT CITY COUNCIL CHAMBERS AND BE LIVE VIDEO STREAMED AND RECORDED; PROVIDING FOR INCORPORATION OF PREAMBLE AND AN EFFECTIVE DATE.

WHEREAS, the City Council finds that in the interest of transparency, all boards appointed by City Council that are subject to the Texas Open Meetings Act should have its meetings held at the City Council Chambers and live streamed and video recorded on an appropriate medium;

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

Section 1. The facts and statements contained in the preamble are hereby found to be true and correct and are incorporated herein and made a part hereof for all purposes.

Section 2. All boards appointed by City Council that are subject to the Texas Open Meetings Act shall have its meetings held at the City Council Chambers and live streamed and video recorded on an appropriate medium.

Section 3. This Resolution shall become effective immediately upon its passage.

DULY PASSED, APPROVED AND ADOPTED on this the ____ day of November 2022.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary
City of Freeport, Texas

APPROVED AS TO FORM AND CONTENT:

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



City Council Agenda Items # 14

Title: Discuss and Take Possible Action to Modify Agenda policy review to determine what info is required by Council and City Staff to produce.

Date: November 21, 2022

From: Councilman Pena and Muraira

Recommendation:

Item Summary: A review of the Agenda policy to alter and adopt specific measures related to how agenda items are to be submitted by Council and what documentation is required by Staff to produce for each meeting will be discussed, clarified, and adopted to ensure no requested agenda items are left off the full agenda.

Background Information: With the repeated omission of agenda items by Staff in the last several meetings due to subjective ambiguity in the current Resolution, clarification on what documentation is required by Council to allow Staff to prepare the agendas for scheduled meetings is needed.

Special Considerations: Since Council has never been required to draft Agenda Memos in the past it is imperative that the changes to the roles and responsibilities by Staff in preparation of the requested agenda items be clarified.

The recent change has illogically placed more administrative paperwork in the hands of Council when this responsibility and role has always been that of Staff.

The need for Council to start drafting memos and legal documentation in prep for meetings has no precedent and needs to remain the responsibility of Staff and Legal. Guidance and clarification on agenda requests is to be provided, as was the case previously, by requesting Council members.

Financial Impact: None

Board or 3rd Party recommendation: None

Supporting Documentation:

City of Freeport
Capital Projects
As of October 31, 2022

Project	Project Status	Budget/Estimated Cost	Spent To Date	Remaining Budget
Fund 67 - 2021 CO Bond Fund				
Lift Station 3, 4, and 14 Rehabilitation	Pumps ordered - anticipated start date 11/14/22 completion 3/16/23	\$ 1,735,713.00	\$ 147,185.90	\$ 1,588,527.10
FM 1495 Water Line Relocation	AFA agreement signed. Contract awarded by TXDOT, local share remitted	395,476.84	395,476.84	-
Phase I SSOI Engineering	Underway	317,463.62	317,463.62	-
Sanitary Sewer Collection GLO Project	Kickoff 2/25/22- Env. Complete, Eng @90% Bids estimated for Nov or Dec.	59,316.26	-	59,316.26
Wastewater Treatment Plant Grant Match	Kickoff 2/25/22 - Eng. and Env. Review underway Bids estimated Mar. 2023	60,520.00	-	60,520.00
Avenue H Sewer Line Replacement Grant Match	All Pipe and connections installed. Pavement repair work underway	42,375.00	38,006.80	4,368.20
WWTP Improvements	Council Approved Task Authorization for Freese & Nichols engineering	1,928,630.00	111,126.50	1,817,503.50
Sewer Line Replacement SSOI	CCTV & Manhole inspections underway	460,505.28	-	460,505.28
	Total Fund 66 - 2021 CO Bond Fund	\$ 5,000,000.00	\$ 1,009,259.66	\$ 3,990,740.34
Fund 66 - 2020 CO Bond Fund				
Streets & Drainage Projects				
Total Budget for Street Projects				
2019-2020 Asphalt Streets - County Interlocal carried over to 2021	Complete	\$ 135,359.00	\$ 135,358.40	\$ 0.60
2020-2021 Asphalt Streets - County Interlocal	Complete	382,973.00	321,260.88	61,712.12
2020-2021 Water/Sewer Relocation - Asphalt Streets	Complete	230,704.84	230,704.84	-
2021-2022 Asphalt Streets - County Interlocal	Complete except Ave. F and alley were sewer is being replaced	382,973.00	262,867.80	120,105.20
2021-2022 alley Sewer Relocation - Asphalt Streets	Materials ordered expected completion in next couple of weeks	117,000.00	-	117,000.00
2022 Phase 1 Concrete Streets - Engineering	In Construction Phase	320,130.00	291,376.76	28,753.24
2022 Phase 1 Concrete Streets - Construction	All streets complete except 7th, 8th & 10th. Nearing Completion	2,381,309.43	1,626,053.71	755,255.72
2022-2023 Phase 2 Concrete Streets - Engineering	Complete Bid awarded Construction observation remaining	426,380.00	368,426.03	57,953.97
2022-2023 Phase 2 Concrete Streets - Construction	Contract awarded. Pre-Construction meeting will be 1st wk of Nov.	1,933,463.73	-	1,933,463.73
Velasco Pump Station Improvements	Complete	316,707.00	316,706.61	0.39
Heritage House Renovations	On Hold	375,000.00	-	375,000.00
City Hall Renovations	On Hold	998,000.00	87,812.69	910,187.31
	Total Funding Fund 66 - 2020 CO Bond Fund	\$ 8,000,000.00	\$ 3,640,567.72	\$ 4,359,432.28
Fund 14 - Streets & Drainage Funds				
Road Failure - Avenue D	Complete	\$ 49,000.00	\$ 49,000.00	\$ -
Asphalt Streets 2022-2023	List to be approved by City Concl 11-21-22	446,041.00	-	446,041.00
Entry Road for Park	Bids to be received in November	150,000.00	-	150,000.00
Streets & Drainage Project	Project to be determined	759,000.00	-	759,000.00
2022-2023 Phase 2 Concrete Streets - Construction	Contract awarded. Pre-Construction meeting will be 1st wk of Nov.	1,619,131.00	-	1,619,131.00
	Total Funding Fund 14 - Streets & Drainage Fund	\$ 3,023,172.00	\$ 49,000.00	\$ 2,974,172.00
Fund 21 - Facilities & Grounds CIP				
City Hall Renovations	New proposal being presented to council with reduced scope	\$ 750,000.00	\$ -	\$ 750,000.00

Museum Façade	On Hold	100,000.00	-	100,000.00
Temp. Modular Building	To be bid	426,095.00	-	426,095.00
Fire Station 1 Driveway	To be quoted	10,000.00	-	10,000.00
Prelim Architectural Study Station 1	Preliminary Architectural work has been authorized.	20,000.00	-	20,000.00
Radio Antenna Repairs - Fire	Repair has begun	11,665.00	5,057.17	6,607.83
Greens Resurfacing	To be bid	150,000.00	-	150,000.00
Cart Path Repair	Will begin soon	10,000.00	-	10,000.00
Prelim Architectural Study Club House - Golf	Will be presented to Council in the coming months.	30,000.00	-	30,000.00
Jail Facility Renovation	To be bid	115,000.00	-	115,000.00
Replacement of Main Electric Dist. Panel	To be quoted	20,000.00	-	20,000.00
Police Department Parking Lot Improvements	To be quoted	20,000.00	-	20,000.00
Landing Repairs	On hold pending public hearing	65,000.00	-	65,000.00
Service Center Exterior	To be quoted	20,000.00	-	20,000.00
Riverplace Parking Lot Improvements	Bids will be received in November	85,000.00	-	85,000.00
Velasco House Renovations	Bids will be received in November	70,000.00	-	70,000.00
Recreation Center Parking Lot Improvements	Bids will be received in November	70,000.00	-	70,000.00
Library Window Replacement	Work has begun waiting on windows	43,000.00	21,924.87	21,075.13
Total Fund 21 - Facilities & Grounds CIP		\$ 2,015,760.00	\$ 26,982.04	\$ 1,988,777.96

Fund 22 - Vehicle & Equipment Replacement Fund

Replace 2 Ambulances	Ordered & Received Some Outfitting	600,000.00	\$ 118,167.90	\$ 481,832.10
Replace Fire Equipment - Grant Funds	Ordered	131,013.00	119,105.97	11,907.03
Equipping new reserve firefighters	To be quoted	12,000.00	-	12,000.00
SORT Unit Replacement	Grant funding be sought	400,000.00	-	400,000.00
Knox boxes and mounts	To be quoted	15,000.00	-	15,000.00
Furnishings/Appliances Fire Station 2	To be quoted	30,000.00	-	30,000.00
Tee Mower - Golf	Ordered (35,893.00)	35,893.00	-	35,893.00
Fairway Mower - Golf	Ordered (75,356.05)	75,356.05	-	75,356.05
Replace two trucks - Building/Code	To be bid	80,000.00	-	80,000.00
Recreation Center Equipment	To be quoted	10,000.00	-	10,000.00
Vehicle Replacement - Police	To be bid	292,748.00	-	292,748.00
Generator - Police	Grant Has Been Awarded and Generator on Order	60,000.00	19,671.20	40,328.80
Body Camera Video Storage	To be quoted	16,000.00	-	16,000.00
One Ton Dump Truck	Completed	90,000.00	78,705.00	11,295.00
SCADA for Stormwater Pumps	To be bid	60,000.00	-	60,000.00
Zero Turn Mower	Completed	18,000.00	17,975.13	24.87
Generators	Have Applied for \$1,020,000 in Grants for 4 City Buildings & 3 Lift Stations	60,000.00	-	60,000.00
Total Fund 22 - Vehicle & Equipment Replacement		1,986,010.05	353,625.20	1,632,384.85

Fund 23 - Technology Fund

Server Replacement/Network Upgrade - Police	Equipment Ordered estimated delivery date 11/15/22	85,000.00	\$ -	\$ 85,000.00
Access Control Panel	Ordered (23645.47)	23,645.47	-	23,645.47
		\$ 108,645.47	\$ -	\$ 108,645.47

Grant Funded Projects

CDBG MIT 2016 HUD - Sanitary Sewer Collection System SSOI	Kickoff 2/25/22- Env. Complete, Eng @90% Bids estimated for Nov or Dec.	5,931,626.00	\$ 106,769.40	\$ 5,824,856.60
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CDGB MIT Harvey - Wastewater Treatment Plant Improvements	Kickoff 2/25/22 - Eng. and Env. Review underway Bids estimated Mar. 2023	5,991,468.00	-	5,991,468.00
CDGB - Bar Screen Replacement	Complete	193,271.00	170,328.45	22,942.55
CDGB - Avenue H Sewer Line Replacement	All Pipe and connections installed. Pavement repair work underway	260,000.00	-	260,000.00
FEMA River Bank Erosion Project - Hurricane Harvey	Asked for an extension and Rescope. A new project manager has been assigned. Continuing to meet with TDEM and FEMA.	285,793.00	-	285,793.00
		\$ 12,662,158.00	\$ 277,097.85	\$ 12,385,060.15

Other Projects

Incode Migration Project	Financial System and Utility Billing Complete. Court and HR in progress	208,000.00	56,863.25	151,136.75
CitizenServe	Contract awarded implementation begun	59,896.91	-	59,896.91
		\$ 267,896.91	\$ 56,863.25	\$ 211,033.66

Office of City Secretary Monthly Report October 2022

Public Information Request:

- 7 requests were received, and closed in the month of October.

Agenda's and Minutes Prepared:

- 3 City Council Agenda's. 3 sets of City Council Meeting Minutes
- 2 Charter Review Agenda's.

Webinar for continued training:

- Elections and Records Management.

Texas Municipal Clerks Certification Program:

- Seminar in Georgetown: Advanced Institute, October 19-21.

Record Retention:

- Per the Local Schedule.

Recodification of Code of Ordinances:

- Spoke with Ms. Fox on the Code Recodification. Worked with Mr. Kelty on the Code.

Community Development

Building Permits & Inspections

Health Permits & Inspections

Short Term Rental Inspections

Planning & Zoning

Board of Adjustments

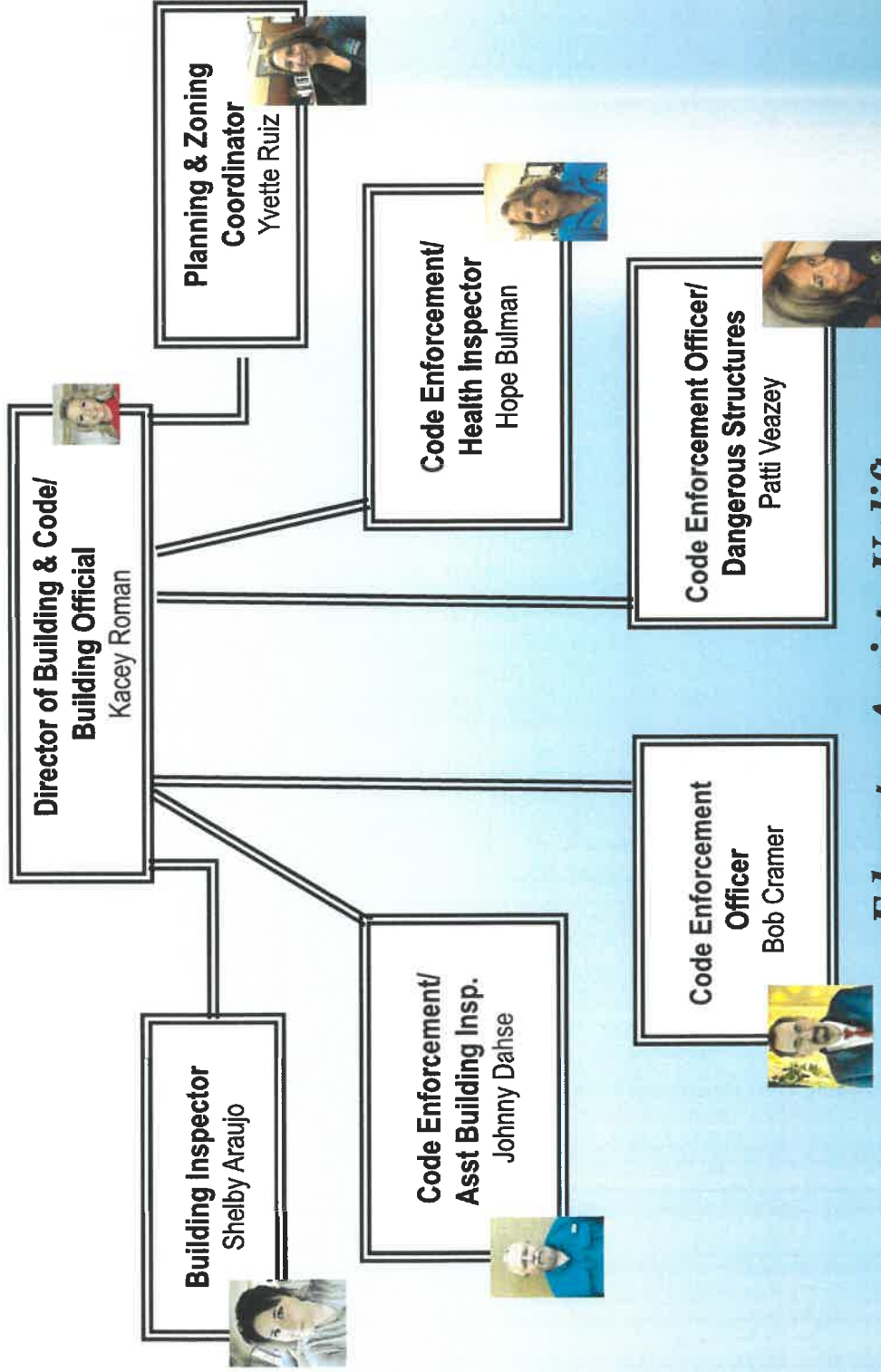
Permit Desk Operations

Educate - Assist - Uplift

Code Enforcement



Community Development



Educate - Assist - Uplift

Freeport in the News

Interest in coastal city is exploding among businesses, developers

WHAT'S HAPPENING: Investment interest in Freeport exploding

By MICHAEL MORRIS michael@morris@thefacts.com
Nov 8, 2022

The Facts featured a Front-Page Article on November 8, 2022, about all the new businesses and developments coming to Freeport! See the full article at the end of this report...



Chickadees, already known for the eye-catching artwork on the outside of its building, will be full of works inside once construction of the new downtown Freeport art gallery is complete.

https://thefacts.com/news/article__ce05afc7-fb6c-5996-ad09-64c4df993bae.html

Freeport in the News

A **second article “The Scoop”** on Nov 9, 2022, expanded on businesses in Freeport. Here is an excerpt from that article. The full article is at the end of this report...

MORE ON FREEPORT... Hard to believe having written 1,500 words for Tuesday's front page story about all the business activity in Freeport that I had to leave a bunch of stuff out, but that's actually the case.

The number of new businesses recently opened or in the process of getting there is astounding - having lived in Brazosport for more than two decades now, including 12 years as a homeowner in Freeport, it is a level of activity unseen in the city since its pre-Brazos Mall heyday. Especially impressive is a lot of the investment is coming from established entrepreneurs, not just dreamers with aspirations that might exceed their ability to run a business. It's a wonder Kacey Roman doesn't have carpal tunnel from pointing out all the "over there will be" projects during a tour of the city Monday morning. In addition to some of the incoming businesses highlighted in Tuesday's story, here are some other things in the works or already open:

Keeps Tattoo at 1100 N. Brazosport Blvd. No. 5. Owned by Antonio Mendez, the artists' work there is getting high marks.

Sin-Tex Tacos and Mariscos, 321 N. Gulf Blvd., opened in June and serves lunch and dinner. Owned by the people behind **Phat Boyz** in Richwood, its Mexican food highlights include barbacoa, menudo and lengua tacos.

The Beaumont Inn, a franchise of the Wyndham Hotels and Resorts, ran into some supply issues, but the hotel at 320 S. Gulf Blvd. should be ready for guests in about six months, Roman said.

Texas Rivers Distillery and Tasting Room at 202 S. Gulf Blvd., a business we've written about several times in the last year, finally opened its doors with a soft opening Friday. Plans are to have live music, more outdoor seating and other additions in the near future, but its beautiful handcrafted bar and in-house libations are plenty to entice folks for now.

A to-go daiquiri business is moving into a small storefront next to Buc-ee's on Gulf Boulevard, offering a menu similar to **Shaka Shack**, Roman said. The alcohol permit already is in the window, so it shouldn't be too long.

Mist Lounge, from the same people behind **The Lounge, Downtown Tacos and Backyard Patio** in Lake Jackson, is moving into a space in the strip center at 1100 Brazosport Blvd. It will serve alcohol along with its food menu.

Again, without a doubt, this is not an all-inclusive list of what is being pitched and built in Freeport. We're with Roman in being excited about what the city will be five or 10 years from now as this boom in businesses big and small takes root.

Freeport in the News

Freeport Official elected Association's State President

FREEPORT -Director of Building and Code Kacey Roman has reached one of the high-water marks of her profession -being elected President of the Texas Environmental Health Association.

See full article at the end of this report...





Drini Italian Grill- 823 N. Brazosport Blvd.



**Texas Rivers Distilling Co -
202 S. Gulf Blvd**



**Arlene's - 231 W 2nd
inside Food Mart**

Open for Business!!



**Sin-Tex Tacos & Mariscos
321 N. Gulf Blvd**



**Mom's Liquor -Drive Through
823 N. Brazosport Blvd.**

**Keeps Studio Tattoo
1100 N. Brazosport Blvd. #5**



**Mr. MoonCheese
823-A N. Brazosport Blvd.**

Demolitions



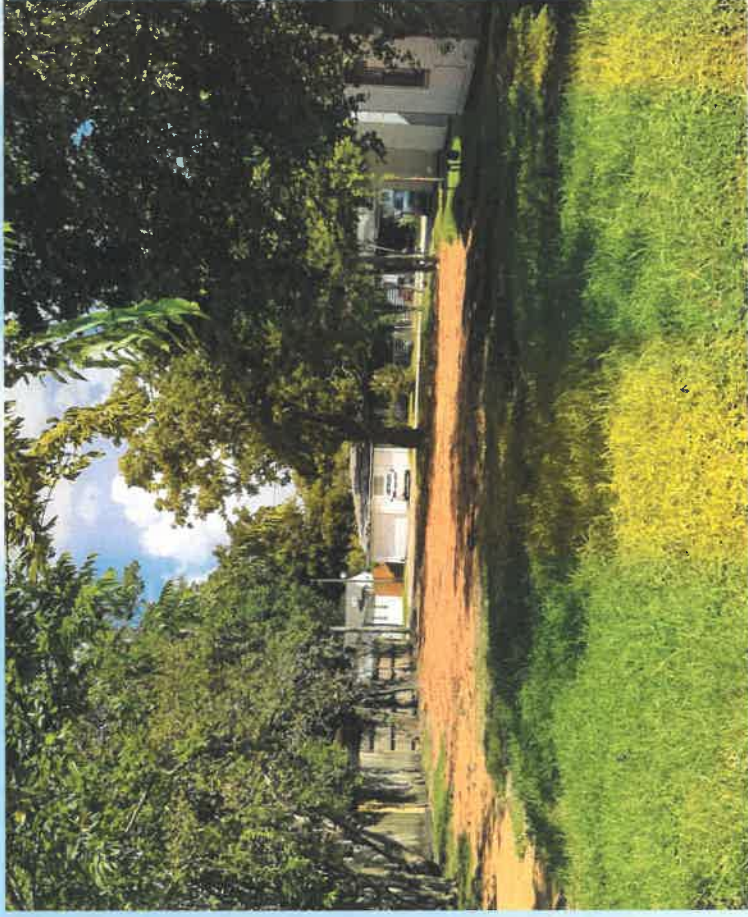
905 N. Brazosport Blvd – In Progress

Demolitions



2001 N. Brazosport Blvd #241

Demolitions



1322 W 7th

Demolitions



519 S Ave F

Demolitions



1107 W 10th

https://thefacts.com/news/article_ce05afc7-fb6c-5996-ad09-64c4df993bae.html

FEATURED

Interest in coastal city is exploding among businesses, developers

WHAT'S HAPPENING: Investment interest in Freeport exploding

By MICHAEL MORRIS michael@morris@thefacts.com

Nov 8, 2022



Chickadees, already known for the eye-catching artwork on the outside of its building, will be full of works inside once construction of the new downtown Freeport art gallery is complete.

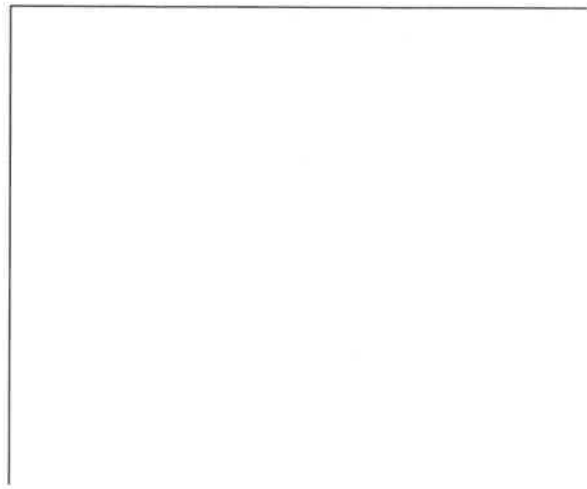
JESSE MILLER JR./The Facts

FREEPORT

The city's areas needing renovation and rebirth are obvious as people drive through Freeport. What is not immediately apparent to those not looking for it is the city's promise, Building Official Kasey Roman said.

From behind the wheel of her SUV, the Brazoria County native pointed out the slew of new businesses and the locations of other properties with plans on the drawing boards. Her oft-repeated mantra is that the levee system protects Freeport but also obscures its inviting opportunities for waterfront views.

Roman came to Freeport about a year ago after stints in the Alvin and Lake Jackson building departments and is quick to share her excitement about the city. It's not just the potential projects that have her enthused about its burgeoning business growth, but the number that have recently opened or are in the process of getting there.



“Everybody wants to develop Freeport,” she said. “It’s encouraging. It’s kind of exciting.”

BREWING INTEREST

One of the main catalysts, she said, is the announcement a new Starbucks would be built from the ground up near the high-profile intersection of Brazosport and Gulf boulevards. An excavator had arrived to take down the former Western Auto building, and workers were taking measurements before putting the demolition into action, but all the permits are in place, Roman said.

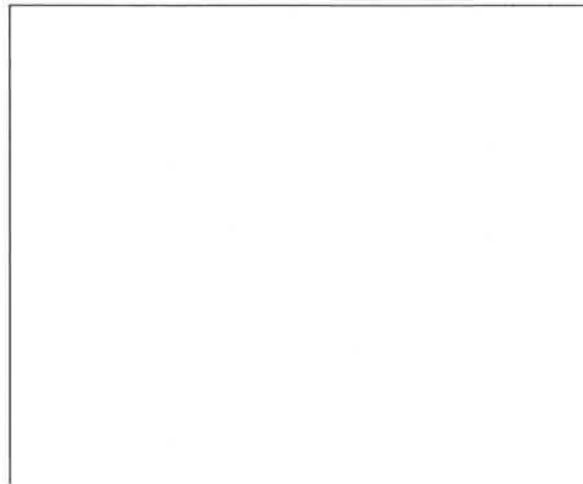
After news of Starbucks’ plans became public, “I immediately saw a flood. You know we have pre-development meetings ... and I have had so many of those since that’s gotten in the newspaper. If one-tenth of comes to fruition, we’re on the edge of a huge boon here.

And I see why because there are certain businesses that just pull traffic. They know the traffic is coming and they want to be part of the business around it.”

Within eyesight of the new Starbucks will be several other new businesses: Mom's Liquor opened a few weeks back, and a food trailer, MoonCheese, operated by the family behind The Fill Station and Bodega, is getting ready for its windows to open. The former Church's Fried Chicken restaurant shuttered because of issues with its franchisee soon will house a 7Pie, a pizza restaurant owned by the president of Shoney's restaurants.

Further up the road near Hopper Field, Drini Italian Grill is serving while it puts some finishing touches on the restaurant, while across the street, the delayed Freeport Dialysis center is accepting patients.

MOVING FORWARD



No anticipated project in Freeport has been as delayed as those promised by Skymark Development and owner Clinton Wong, but over the weekend, even it had a promising new sign — an actual sign announcing Brazos Cove. The housing development between the Brazosport High School baseball field and Brazos Landing subdivision has all the approvals needed to get started, Roman said.

To help with the project, the city approved a Municipal Utility District to pay for its infrastructure, and Wong hopes to receive approval to have a private boat dock on the Old Brazos River at the end of the neighborhood's road, though that would require approval from the Texas General Land Office.

Skymark also owns the former Urban Renewal Zone, for which it paid \$1.2 million for the property, \$100,000 more than its appraised value after the city had finished its 50-year journey to collect all the slivers of property in the zone. The purchase agreement was finalized in January 2013, a

city approved an economic incentive package in June 2014 as the final piece toward making something happen.

Since then, however, the site has been home to crickets, as little activity has been seen there. Roman believes that is about to change, with plans calling for it to be developed fully for light industrial uses having floated about.

That will require council to approve zoning changes, she said, since the site is zoned residential.

GOING DOWNTOWN

Further down Second Street, disconnected from most of Freeport's commercial area, is the historic downtown, which Roman sees as having especially untapped potential. Some of it is already being tapped, which could create a domino of redevelopment, she said.



Under construction at the corner of Park Street is Chickadees, which will have an art studio inside and already has an eye-catching mural on its exterior. Directly across next to Barcadia, a new boutique.

"You're seeing kind of a domino effect," Roman said. "You're seeing one store and then another, and that's one of the things the EDC is doing. They're promoting, when businesses come in, we show them our quaint little downtown, and they're trying to draw traffic down this way."

Redeveloping downtown is benefiting from Freeport recently rejoining the Main Street Texas program, which connected the city with other communities of similar size and demographics. them is Uvalde, whose development officials provided a lot of valuable guidance, including its

an ordinance that would allow the city to make emergency repairs to structures to make them more sellable, Roman said.

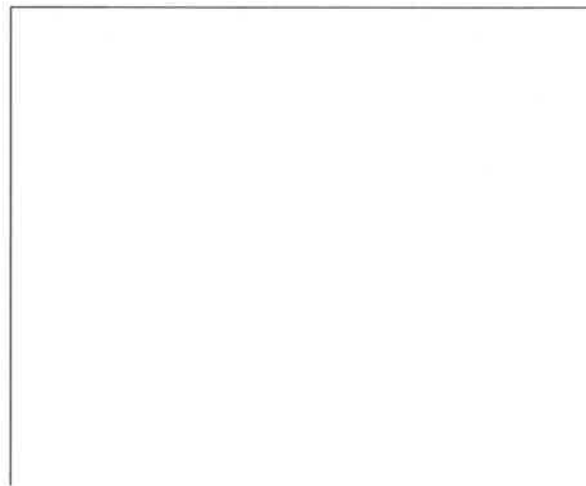
Making the area more attractive is another way Freeport officials are bringing in potential businesses and customers.

“One of the things the EDC has been doing a lot with is, like the mural, they offer grants to all our business owners — matching grants — and they’ve done so much,” she said.

A proposal to create an Airbnb-type building downtown is under discussion, with City Council recently talking about changing ordinances to allow such a business.

An emphasis of the Freeport Economic Development Corp. is to try to consolidate businesses along the same blocks to make it a more walkable district, Roman said.

“Everybody loves to park and shop,” Roman said. “I can park somewhere and walk the whole block and shop and eat and do, and that’s really what their dream is for this whole two-block area. They call it the town center.”



NO VACANCIES

Port Freeport’s purchases of properties in the East End are about to transform from clearing sites to building on them as it now owns all the land up to Division Street, Roman said.

“There’s been a lot of preliminary drawings and sketches and ideas,” she said. “I know there is a proposed Dole plant, which I think is 90,000 square feet.”

The former Showboat Theater and Dollar General site has been an empty slab since the buildings were bulldozed after part of the old movie house's facade gave way and fell onto the neighboring discount store in March 2016, is about to be sold, she said.

Vacant land owned by the EDC adjacent to the marina is projected to be developed into shops and restaurants. The roughly 7 acres available hint at a Kemah-style development, she said.

The EDC owns a slew of properties, some on vacant sites and others with buildings on them. The goal with the recent hiring of Robert P. Johnson is to get those properties onto the tax rolls with businesses moving in and foundations being poured.

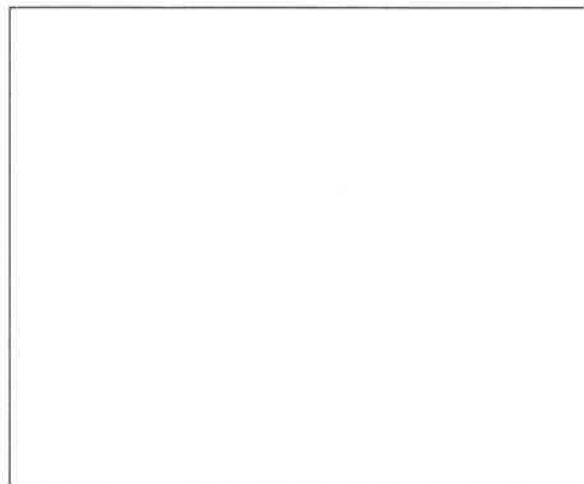
REVVING UP

Closer to the coast, the growth of the port and the arrival of the Volkswagen-Porsche complex are bringing attention.

The Gulf Food Mart convenience store owners at the end of East Fifth Street across from Port Freeport plan to expand to better serve rigs entering and exiting from the port.

"They have bought the land behind it, and this will be a truck stop, which is actually a great need for our port people," Roman said. "Basically, this entire city block will be a truck stop."

The automaker's complex, which will cover 125 acres and accommodate 5,000 cars, will remake the section off Highway 36. Essentially, people exiting Velasco Boulevard will be looking straight into the entrance of the main part of the VW site, she said.



The Port Ministry next to Port Freeport's headquarters is working on expanding its relationship with the city, Roman said.

ELEVATING CHANGE

While cities to the north are boasting hundreds and thousands of new rooftops coming in, Freeport is seeing significant changes from buildings buying just one of two lots and putting new homes on them, Roman said. The result often is those new homes elevate the entire neighborhood as existing residents upgrade their own properties to meet the bar set by the new construction.

"There's a lot of house builders that come through that build one or two or three houses," she said. "So that's been really encouraging. All throughout these little older neighborhoods, there will be a brand-new house pop up. When one new house goes up, you can see all the neighbors around it — I think it's a pride thing. 'Oh, I better paint my house now.' And then everybody else will paint."

Freeport does have larger development being presented, she said. Among them is a proposed 140-home project on which incentive programs are in the works.

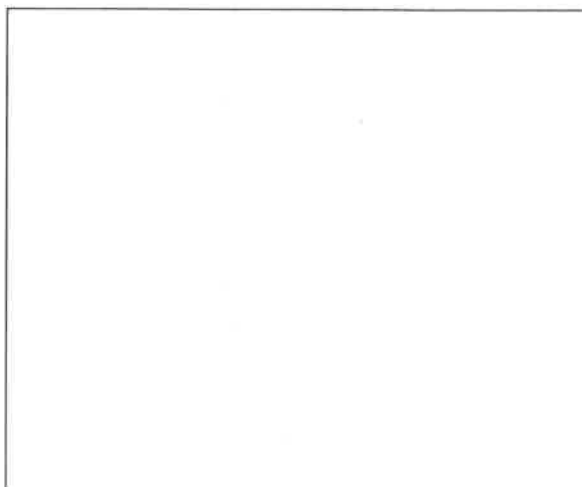
THE CHALLENGES

The city's reputation for being rundown and not conducive to new, non-industrial development — a label spread by people who often don't take the time to visit and explore it — has been an obstacle at times, Roman said.

"So much potential here and people forget," Roman said. "Because throughout the year Freeport got a bad name, it got a bad reputation. Now it's not really deserved."

So, too, is property owners hanging on to properties that could be developed.

"I think that's the greatest challenge we have here in Freeport is owners that just let the property sit," she said. "They don't want to invest the money to attract new businesses, but they don't want to see it either. They're waiting for the boom."



“So I’m really hoping this is the boom they’re waiting for, and people will start to develop and sell. I’m starting to see a lot of that.”

https://thefacts.com/business_weekly/article_605a8702-c5b2-5322-932a-b0e03dbfeb81.html

THE SCOOP: Drini owner confident new Freeport restaurant will succeed

MICHAEL MORRIS michael.morris@thefacts.com
Nov 9, 2022



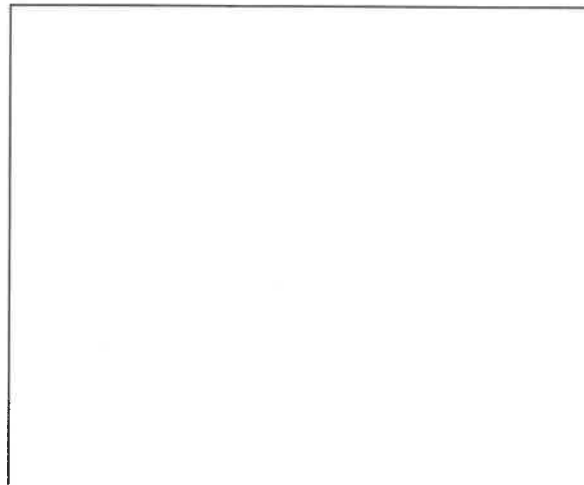
Beatriz Gonzalez, left, pays her bill to owner Ermir Metaliaj and Charisma Pena at Drini Italian Grill in Freeport.

Jeffrey Govin/The Facts

With the success of its pizza-focused restaurant in West Columbia, Ermir Metaliaj saw an opportunity to move into a ready-made, sit-down space in Freeport with an expanded menu and took it.

Drini Italian Grill opened last week next to the Red Top along Brazosport Boulevard in an outlot of the Arlan's-anchored shopping center. That two restaurants had tried and closed in the spot that once housed a video store doesn't concern Metaliaj, who instead welcomes the space already having what he needed.

"I believe in my food and I know what I'm doing," he said. "That's why we're going to try. Sometimes you lose, but I thought the building was already set up for the restaurant, so I took my chances to try it.



"I'm doing well at my store in West Columbia so I see no reason why not to do well here. It's more population, more workers."

Metaliaj's optimism is understandable. Drini isn't his first foray into the restaurant business, having operated Italian cuisine eateries in LaPorte, Round Rock and elsewhere.

Unlike the takeout-focused operation in West Columbia — the pizza place at 636 W. Brazos Ave. has only one table inside — Drini Italian Grill will have 80 to 90 places to sit. It's not a full-service restaurant; people order first then find a seat instead of having a wait staff take orders tableside, Metaliaj said.

"They have to preorder before they sit; some people they sit before," he said with a chuckle. "But we want to make it easy on everybody."

Freeport certainly can benefit from an Italian restaurant that serves more than fast-food pizzas and calzones. The former Bella Roma Express, which struggled then closed around the pandemic only recent Italian restaurant in the city. Some chicken francaise, shrimp florentine and lasagi

definitely are a step up, and its much-loved pizzas and calzones also are on the menu.

“We make sure everything we cook, we’re cooking for ourselves,” Metaliaj said. “We make sure we treat all the customers right and make sure the pizzas are the way we want it. When you work for yourselves it’s different.”

The business had its best lunch crowd Tuesday, Metaliaj said, a good sign word of Drini’s quality food is getting around. Sample it from 10 a.m. to 8 p.m. Tuesday through Saturday or 10 a.m. to 3 p.m. Sunday. Takeout and delivery are available in addition to enjoying it in the restaurant by calling 979-665-0648.

RIGHT ON 'CUE

Mike Segall has been there before, and like those who love his “real down-home Texas” barbecue, he keeps coming back.

Segall has set up his Smokin’ Mike’s trailer in the 2100 block of FM 523 across from the Domino’s in Oyster Creek, continuing a winter tradition of giving the community a meal alternative. He’s set up his trailer for several years during the offseason of his charter fishing business, Segall said.

This is his second year setting up in Oyster Creek, and his homemade meals are something not readily available in the small city.

“There’s really nowhere to eat unless they want to go to Buc-ee’s,” Segall said. “Some lady was going to Buc-ee’s a minute ago and she never knew we were here, but she stopped and I said it might be a little more expensive, but it’s going to be better.”

The trailer has everything expected of a barbecue business, including brisket, ribs, pork and sausage. Its barbecue sandwiches are especially large, Segall said, stuffed with up to a pound of meat, and his brisket nachos are a customer favorite.

“It’s a lot of hours, and get up at night and 4 in the morning,” he said of his methods. “I use real wood, no charcoal; everything is smoky-flavored, cooked to perfection.”

A special treat is the charro beans made by his wife, Daisy, a native of Mexico who brings a cultural expertise that sets them apart.

“I have people who come back and forth just to eat the beans,” Segall said.

The trailer is open from 11 a.m. to 6:30 p.m. Tuesday through Friday.

MORE ON FREEPORT

Hard to believe having written 1,500 words for Tuesday’s front page story about all the business activity in Freeport that I had to leave a bunch of stuff out, but that’s actually the case.

The number of new businesses recently opened or in the process of getting there is astounding — having lived in Brazosport for more than two decades now, including 12 years as a homeowner in Freeport, it is a level of activity unseen in the city since its pre-Brazos Mall heyday. Especially impressive is a lot of the investment is coming from established entrepreneurs, not just dreamers with aspirations that might exceed their ability to run a business.

It's a wonder Kasey Roman doesn't have carpal tunnel from pointing out all the "over there will be" projects during a tour of the city Monday morning.

In addition to some of the incoming businesses highlighted in Tuesday's story, here are some other things in the works or already open:

Keeps Tattoo at 1100 N. Brazosport Blvd. No. 5. Owned by Antonio Mendez, the artists' work there is getting high marks.

Sin-Tex Tacos and Mariscos, 321 N. Gulf Blvd., opened in June and serves lunch and dinner. Owned by the people behind Phat Boyz in Richwood, its Mexican food highlights include barbacoa, menudo and lengua tacos.

The Beaumont Inn, a franchise of the Wyndham Hotels and Resorts, ran into some supply issues, but the hotel at 320 S. Gulf Blvd. should be ready for guests in about six months, Roman said.

Texas Rivers Distillery and Tasting Room at 202 S. Gulf Blvd., a business we've written about several times in the last year, finally opened its doors with a soft opening Friday. Plans are to have live music, more outdoor seating and other additions in the near future, but its beautiful handcrafted bar and in-house libations are plenty to entice folks for now.

A to-go daiquiri business is moving into a small storefront next to Buc-ee's on Gulf Boulevard, offering a menu similar to Shaka Shack, Roman said. The alcohol permit already is in the window, so it shouldn't be too long.

Mist Lounge, from the same people behind The Lounge, Downtown Tacos and Backyard Patio in Lake Jackson, is moving into a space in the strip center at 1100 Brazosport Blvd. It will serve alcohol along with its food menu.

Again, without a doubt, this is not an all-inclusive list of what is being pitched and built in Freeport. We're with Roman in being excited about what the city will be five or 10 years from now as this boom in businesses big and small takes root.

BIGGER STILL

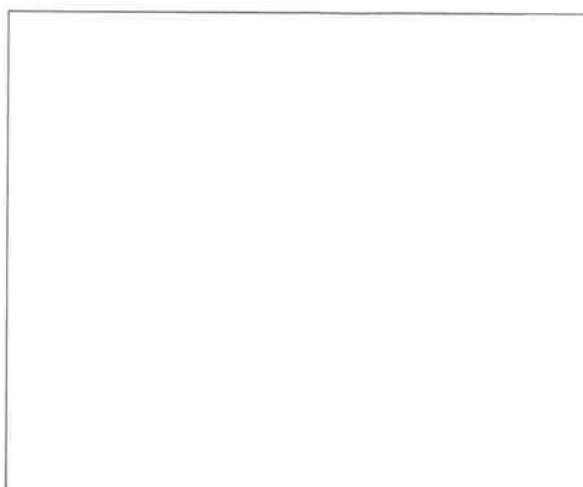
It's been 40 years since Arch Aplin III and Don Wasek opened a small convenience store in Lake Jackson branded after Aplin's nickname, "Beaver."

Since then, Buc-ee's reputation as a must-stop when the smiling beaver is spotted off the highway has grown, and the same is true of what now is a chain of massive travel plazas.

And one of its iconic locations is about to get massiver.

Buc-ee's will break ground next week on its largest travel center in the country off Interstate 10 in Luling. The city is home to the chain's first family travel plaza, but this one will dwarf it.

The 75,000-square-foot facility — almost as big as the Lake Jackson H-E-B — will be stocked with the usual Buc-ee's favorites available at its newer family travel plazas, including a fudge shop, made-to-order barbecue and fresh pastries. Outside the building will be 120 fueling stations, which should help lower the blood pressure of people waiting for those parked at the pumps to come back out of the store (really, folks; pull into the parking lot when you're done pumping your gas).



There were a lot of unhappy Texans who take pride in Buc-ee's as their own when the company announced it would be building the world's largest convenience store in Sevierville, Tennessee. No one ever says everything's bigger in Tennessee. This should soothe those hurt egos.

Buc-ee's now has 43 stores across the South — 34 of them are in Texas — after starting its multistate expansion in 2019, including travel centers in Alabama, Florida, Georgia, Kentucky and South Carolina. It also has broken ground in Colorado and Missouri.

INSIDER INFORMATION

Happy to announce that The Facts has promoted Gayla Murphy, who joined our staff in March, to be its new assistant managing editor.

We hired Gayla initially to handle some editorial assistant responsibilities and contribute as a writer and copy editor. The longtime Lake Jackson resident has proven herself invaluable beyond those tasks, serving largely as my right hand and sounding board in providing the best product possible for a community newspaper.

It's especially rewarding that, given the transient nature of journalists, we're able to have someone who knows and understands our communities and their residents contribute to the decision-making on a daily basis.

Join us in congratulating Gayla, who will add being an outstanding leader in our newsroom to the quality person people in the community already know her to be.

Michael Morris is managing editor of The Facts. If you have a question about a possible business moving in or out, or an existing business expanding or changing things up, email michael.morris@thefacts.com.

https://thefacts.com/news/article_ff42e59f-8b00-5663-8a8e-6d4935b113bd.html

Freeport Official elected President of TEHA
Peers elect Freeport's Roman state president

Freeport Official elected Association's State President

By KENT HOLLE kent.holle@thefacts.com

Nov 16, 2022



Building Official Kacey Roman stands in her office at Freeport City Hall.

JEFFREY GOVIN/The Facts

FREEPORT — Director of Building and Code Kacey Roman has reached one of the high-water marks of her profession — being elected President of the Texas Environmental Health Association.

“It’s a wonderful organization comprised of public servants,” Roman said.

Members of the association, who number about a thousand, voted Roman into the position. The association includes code enforcement officers, health inspectors, animal control officers and other environmental health professionals.

Roman has been a member for over 20 years and had previously served in several offices, including as a governing council member and vice president. Her election was announced last month at the association's annual Education Conference in Round Rock.

A Sweeny native who lives in Lake Jackson with her husband of 28 years and their family, said she more or less fell into the inspection game, but quickly grew into the role, Roman said. "I worked for Lake Jackson for 17 years and I worked for Alvin for eight," she said. "Over 20 years ago, when I became an inspector for the city of Lake Jackson, they sent me to TEHA for my education. For several years, I was just active, getting my education and getting to know the organization."

Roman did not have building inspection in mind as a career, she said, but when the opportunity presented itself, she jumped at the chance to try something different, both for herself and for the people she worked with. "Over 20 years ago, I was working for the city of Lake Jackson, but I was a secretary and I was going to school at night to get my degree for IT, a completely different field. Our code enforcement officer at the time unfortunately got cancer," she said.

The Public Works Director and the Building Official offered the chance to get her code enforcement officer license in order to help him and the city. That way he could keep his job and we could keep up the code enforcement in Lake Jackson," she said. "Not many people can pinpoint the moment that your life changes, but that was it for me. I'm sure it looked like a deer-in-the-headlights moment." She told them she was very interested.

From that point, her career trajectory changed dramatically. Lake Jackson covered the cost of her license and degree and she provided a passion for public service. "The most rewarding thing is that you realize you're actually helping people," Roman said.

When it came time to move on from Alvin, she became the first female Building Official in the history of the City of Freeport.

"I've been in Freeport just a little over a year now," Roman said. "The city of Freeport is seeing a significant increase in building and development and I am honored to be a part of it. The new team at the city of Freeport is one of the best that I have worked with in my 25-plus years in city government."

TEHA is a an affiliate of the National Environmental Health Association. The group's mission statement says it provides continuing education for many required licenses and provides support and guidance to legislators regarding environmental health topics.

"Any issues that are about environmental health, we're able to help educate the public and also help educate the educators," Roman said.

She became involved in the association at the local level over 10 years ago and at the state level about seven years ago, she said. The Gulf Coast Chapter, of which she is a member, stretches from near South Padre Island to Beaumont and Houston. It currently provides five officers for the state organization.

The office will allow Roman influence beyond the state of Texas.

"When you are the president of the state organization, you are invited to be a member of several of the boards of the national organization," Roman said. "So we have, also, local chapters in several states and, fortunately, now with the Zoom and Teams, we're able to get on those Zoom calls and be a part of them without having to travel as much as you used to be required to."

Kent Holle is a reporter for The Facts. Contact him at 979-237-0154.

Monthly Code Enforcement Activities

Run Date: 11/15/2022 4:27 PM

Hope Bullman

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/3/2022		Approved	1726 W 9th	
10/4/2022		Applied	325 S Brazosport Blvd	
10/6/2022		Closed	1702 N AVE L	Complaint was called in by neighbor, on 10/6/2022, stating the grass by fence line is high, that mice and snakes are coming from the high grass. "Note: She did call on this before, when I went out there to investigate, the city mower was there cutting the grass. I left thinking they would cut it. I did not realize it was not city property. " Neighbor did state, the people that rent the dwelling works out of town and is not there for weeks. Neighbor stated she did tell them it was there responsibility to cut the grass. They told her they would not cut it. I am going to send a violation letter.
10/7/2022		In Progress	1708 N AVE M	No construction material will be picked up by AmeriWaste. Limbs must be 4 foot Lanks and bundled not more than 50 pounds .Ward c not week for pick up Leaving citywide cleanup information
10/7/2022		Closed	1511 N AVE N	Parking in the front yard on an improved surface
10/11/2022	Final Inspection	Approved	202 S GULF BLVD	Four inch numbers need to be added to dwelling. Heavy trash pick up for ward C is the third Wednesday of the month.
10/11/2022		New	1316 N AVE O	Brush and limbs must be bundled in 4foot lengths, no more than 50 pounds. Informational fliers were left.
10/12/2022		Closed	1504 N AVE Q	Heavy trash placement set out at wrong week, ward D. Leaving informational fliers.
10/12/2022		Closed	2211 N BRAZOSPORT BLVD	High Grass and weeds,
10/12/2022		In Progress	1504 N AVE Q	Needs 4" House numbers
10/13/2022		In Progress	1504 N AVE Q	Furniture was set for heavy trash pick up on wrong week. Ward D
10/13/2022		In Progress	1401 N AVE R	Parking on an unimproved surface.
10/13/2022		In Progress	1401 N AVE R	Heavy trash placement set out on wrong week. Ward D I left informational fliers.

Hope Bullman

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/13/2022		In Progress	1608 N AVE R	Heavy debris (tree limbs) placed for heavy trash pick up on the wrong week. Ward D. I left informational fliers and Code violation notice
10/13/2022		New	1406 N AVE R	Constuction material set out for pickup, Ameri waste does not pick up construction material
10/13/2022		New	1316 N AVE O	Address dwelling numbers
10/13/2022		Applied	1024 W Broad	
10/14/2022		New	1902 N AVE S	
10/14/2022	Reinspection	New	1902 N AVE S	Place 4: house numbers on dwelling
10/14/2022		New	1812 N AVE N	Large pile of limbs must be removed. I left City Wide Clean up fliers
10/14/2022		Closed	1812 N AVE N	Place house numbers on dwelling.
10/14/2022		Closed	1802 N AVE N	Parking in the front yard on an unimproved surface
10/14/2022		New	1604 N AVE N	Place house numbers on the dwelling
10/14/2022		New	1524 N AVE N	Place house numbers on dwelling.
10/14/2022		New	1518 N AVE N	Remove all debris and misc. items in the front yard and porch.
10/14/2022		Closed	1816 N AVE N	Place 4" house numbers on dwelling.
10/14/2022		New	2221 YELLOWSTONE	Place 4" house numbers on dwelling.
10/14/2022		Applied	301 S Brazosport Blvd	Complaint was called in, washing machines, dryers, and other debris and trash was present. Left door hanger.
10/14/2022		Closed	1811 N BRAZOSPORT BLVD	Mr. Morris drove up while I was there, he stated he was taking all the debris to City Wide Clean Up.
10/25/2022		Closed	1503 N Ave F and Terry	
10/27/2022		Closed	1505 N AVE F	Parking on an unimproved surface. Large pile of brush and limbs. Complaint was called in by neighbor at 1503 N Ave F & Terry about neighbor illegally dumping his debris on her property, due to her recieving a code violation from me on 10/25/2022 for large pile of limbs and branches, Photos attached. I informed her I would go by and talk to the owner.
10/28/2022		Approved	211 E Park	
10/28/2022		Approved	211 E Park	
10/28/2022		Approved	211 E Park	

Hope Bullman

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/28/2022		Approved	211 E Park	Construction debris illegally dumped in the alleyway of yellowstone, owner is elderly and lives at 1815 N Ave N. On 10/14/2022 myself, Hope Bullman and Pattie Veazey stopped by dwelling due to neighbors stating debris belonged to him. Mr. Cahn confirmed the debris was placed there by him. We gave him the city wide clean up filer. He said he would get it removed. Note: He had a hard time speaking English.
10/28/2022		Closed	1815 N AVE N	
10/28/2022	Action Information	Applied	823 A N Brazosport, Blvd	Parking in the front yard on an unimproved surface.
10/31/2022		Closed	1219 N Ave O	Needs house numbers added to dwelling.
10/31/2022		In Progress	1219 N Ave O	Ward C, 3rd Wednesday of the month is heavy trash pick up. Large amount of tree limbs and brush, as well as furniture. I left a code violation door hanger and informational filer.
10/31/2022	Generate and Send Violation Notice	New	1802 N AVE R	

Johnny Dahse

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/4/2022	Action Information	In Progress	N Ave N	High weeds & Grass over 12 Inches.
10/7/2022		In Progress	675601 W 2nd vac lots	overgrown vac lots that used to be cut by Cecil. Cecil passed away and no one is cutting the lots
10/10/2022	Generate and Send Violation Notice	In Progress	201 N AVE D	Grass clippings in the ditch next to the drain.

Patti Veazey

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/3/2022	Reinspection	In Progress	1130 W 9TH ST	looperable vehicle in side yard
10/3/2022		Closed	1506 W 9TH ST	Debris piled in alleyway
10/3/2022	Reinspection	In Progress	1722 W 10TH ST	Overgrown yard send an letter
10/3/2022	Reinspection	In Progress	1313 W 10TH ST	Overgrown back yard

Patti Veazey

Create Date	Current Task	Status	Address 1	V_Summary If Violation
10/3/2022		Closed	1744-1746 W 6th	Overgrown yard left notice
10/4/2022		Closed	1742 W 5th	Large pile of brush in alleyway. Left notice to remove
10/4/2022	Reinspection	New	1755-1757 W 5th	Overgrown vac property
10/4/2022		Closed	1732-1734 W 6th	Brush by street with grass growing under it
10/4/2022		Closed	1614 W 6TH ST	large pile of brush and cut grass under the brush once its removed.
10/4/2022		Closed	1614 W 6TH ST	Brush piled by street not bundled. Left notice to remove it
10/4/2022		Closed	1402 W 6TH ST	Overgrown
10/4/2022		Closed	1742-1744 W 6th	Left notice to cut grass
10/4/2022		Closed	1716-1718 W 5TH ST	Overgrown yard left notice and will mail notice may be vacant
10/6/2022		Closed	1215 W BROAD ST	Overgrown yard
10/6/2022	Reinspection	In Progress	1507 W 5TH ST	Furniture in alleyway
10/10/2022		Closed	1530 W 7TH ST	Poll in back yard that needs a fence around it.
10/10/2022	Reinspection	In Progress	1506 W 9TH ST	overgrown yard notice mailed to owner
10/11/2022		Closed	112 Brazo Landing Ct	Left a stop work order on the window send-ing a letter
10/11/2022	Reinspection	New	1414 W 8TH ST	Code violations
10/11/2022	Reinspection	In Progress	1515 W 8th	Brush by street not bundled
10/11/2022		Closed	1611 W 8TH ST	Truck parked in front yard
10/11/2022		Closed	1506 W 8TH ST	Brush and logs on property left a notice to remove them
10/11/2022		Closed	1502 W 8TH ST	Bags of construction debris and sheet rock by the street. Left notice to remove trash pickup won't pick it up
10/11/2022	Reinspection	In Progress	1523 W 10th	left notice and a copy of the ord. to put address on structure
10/11/2022		Closed	1523 W 11TH ST	left notice and copy of ord to put address on structure
10/11/2022		Closed	1702 W 11TH ST	left notice to put address on the structure with a copy of the ord.
10/11/2022	Reinspection	In Progress	1719 W 11TH ST	left notice to put address on the structure with a copy of the ord.
10/11/2022	Reinspection	In Progress	1815 W 11TH ST	left notice to put address on the structure with a copy of the ord.
10/11/2022	Reinspection	In Progress	1824 W 11th	left notice to put address on the structure with a copy of the ord.

Patti Veazey

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/11/2022	Reinspection	In Progress	1801 ACACIA CIR	left notice to put address on the structure with a copy of the ord.
10/11/2022	Reinspection	In Progress	1802 ACACIA CIR	left notice to put address on the structure with a copy of the ord.
10/11/2022		Closed	1805 ACACIA CIR	left notice to put address on the structure with a copy of the ord.
10/11/2022		Closed	1863 Acacia	left notice to put address on the structure with a copy of the ord.
10/11/2022		Closed	1871 ACACIA CIR	left notice to put address on the structure with a copy of the ord.
10/11/2022	Reinspection	In Progress	1876 ACACIA CIR	left notice to put address on the structure with a copy of the ord.
10/11/2022	Reinspection	Closed	210895 W 4th VL	overgrown vac lot in the 1800 Blk of 4th
10/12/2022		Closed	1618 W 10TH ST	brush not bundled left notice to remove
10/12/2022		Closed	1530 W 10TH ST	brush by street left notice to remove
10/12/2022		Closed	1107 W 10TH ST	white vehicle been on the property for a long time. They are tearing down the structure and the car must be removed. Sitting on flat tires and been in the same spot for at least two years. Sending a letter
10/12/2022		Closed	1102 W 11TH ST	Left notice to post address on structure
10/12/2022	Reinspection	In Progress	1106 W 11TH ST	Left a notice to post the address on the structure
10/12/2022		In Progress	1118 W 11th	Left notice to post address on the structure
10/12/2022	Reinspection	In Progress	1210 W 11TH ST	logs in the yard
10/12/2022	Reinspection	In Progress	1523 W 10TH ST	Left a notice to put the address on the structure
10/12/2022	Reinspection	In Progress	1617 W 11TH ST	Left notice to put address on the structure
10/12/2022		Closed	1402 W 10TH ST	Left notice to put address on the structure
10/12/2022		Closed	1730-1732 W 9th	Black car On blocks with tires off it. Left notice to remove the car
10/12/2022		Closed	1222 W 11TH ST	left notice to put address on the structure
10/12/2022		Closed	1614 W 11TH ST	left notice to post address on the structure

Patti Veazey

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/12/2022	Reinspection	In Progress	1523 W 11TH ST	working without permit has sheet rock by the street. Stopped and told the owner she had to stop work until a permit was obtained
10/14/2022	Action Information	In Progress	1805 N AVE N	left a door hanger about furniture in back side yard
10/14/2022	Reinspection	In Progress	1801 N AVE N	left a door hanger to post address on the structure
10/14/2022		Closed	1709 N AVE N	left a door hanger to post address on the structure
10/14/2022	Reinspection	New	1611 N AVE N	left a door hanger to post address on the structure
10/14/2022	Reinspection	In Progress	1607 N AVE N	left a door hanger to post address on the structure
10/14/2022		In Progress	1709 N AVE N	Left a door hanger to post the address on the structure
10/14/2022	Reinspection	In Progress	1523 N AVE N	left a door hanger to put address on the structure
10/14/2022	Reinspection	In Progress	1521 N AVE N	left a door hanger to put address on the structure
10/14/2022		Closed	1513 N AVE N	left a door hanger to remove trailer parked on the street, talked to the person that answered the door and they said they would give the owner the notice
10/14/2022		Closed	1505 N AVE N	left a door hanger to post address on the structure. Put 1509 N Ave N on the notice but there isn't that address in the Cad so the address is 1505 N Ave N
10/14/2022		In Progress	2302 YELLOWSTONE ST	left a notice to make the address stick out where you can see it
10/14/2022		In Progress	2302 YELLOWSTONE	left a notice to cut the alleyway
10/18/2022	Action Information	In Progress	119 BRAZOS LANDING CT	
10/18/2022		Closed	401 S BRAZOSPORT BLVD	
10/18/2022		In Progress	210894 W 4th Vac lot	overgrown vac lots by dollar general and CVC
10/19/2022		Closed	127 BRAZOS LANDING CT	must remove grill off vac property
10/19/2022		Closed	407 W 7TH ST	Overgrown vac house
10/20/2022		Closed	1502 W 9TH ST	Did stop work order no permits

Patti Veazey

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/20/2022		Closed	1502 W 9TH ST	Stop work they are doing a foundation. Shelby came by and looked at this they went to get a permit
10/20/2022		Closed	1719 W 9TH ST	Black truck with expired inspection sticker and tags
10/20/2022		In Progress	1719 W 9TH ST	house has some code violations, garage door needs repaired some brick cracking eaves and overhangs, repair fence.
10/25/2022		Closed	1211 W 2ND ST	Need to post address on the structure left notice
10/25/2022		Closed	1215 W 2ND ST	Need address on house
10/25/2022		Closed	1231 W 2nd	Trash and debris in yard left notice
10/25/2022		In Progress	1700 W 5TH ST	Furniture by furniture by the street not a bulk pickup week
10/25/2022		In Progress	1607 W 7TH ST	Overgrown yard left notice and talked to the occupant
10/25/2022	Reinspection	Closed	1618 W 7TH ST	The door was open and I could see they have torn Sheetrock out and some floor and walls down to the studs. Placard it with a stop work order.
10/25/2022		Closed	1739-1741 W 5th	need to remove pile of debris
10/25/2022		Closed	1706 W 9th	Send letter to cut
10/26/2022	Reinspection	In Progress	1207-1213 W 9TH	need to post address on the structure one on each side.
10/26/2022	Reinspection	In Progress	1207 W 9TH ST	Need permit placard structure
10/26/2022	Reinspection	Closed	1738 W 9TH	Dropped of a shut off notice on the water
10/27/2022	Reinspection	In Progress	1707-1709 W 7th	left a door hanger to post the address on the structure
10/28/2022		In Progress	827 SLAUGHTER RD	need to post the address on the structure per city ord.
10/28/2022		Closed	1119 W 2ND ST	left a door hanger to put the address on the structure
10/28/2022	Reinspection	In Progress	1127 W 2ND ST	please cut the grass and trim around the fence area
10/28/2022		Closed	1203 W 2ND ST	swimming pool need fence
10/28/2022		Closed	135 Brazos Landing Ct	
10/28/2022	Reinspection	In Progress	1707-1709 W 7th	
10/28/2022	Action Information	In Progress	116 BRAZOS LANDING CT	

Patti Veazey

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/31/2022	Reinspection	In Progress	1842 W 8TH ST	Left a door knocker
10/31/2022	Reinspection	In Progress	1730-1732 W 8TH	Overgrown yard

Robert Cramer

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/7/2022		Compliant	723 W 10TH ST	Trash left in Street by Ameri waste, I cleaned it up, neighbor complained about getting a flat tire.
10/7/2022	Reinspection	In Progress	75 OAK	Illegal sign place on property not were the Business is Located.
10/10/2022		Compliant	306 West Park	Tall Grass & Weeds
10/11/2022		Compliant	602 W 8TH ST	Tall Grass & Weeds, Side & Back Yard
10/11/2022		In Progress	602 W 8TH ST	Man Living in House with no Running Water.
10/12/2022		New	602 W 8TH ST	No Address on House, needs siding .
10/12/2022	Reinspection	Compliant	1026 W 11TH ST	Limbs on curb
10/12/2022		Compliant	1006 W 11TH	Limbs on Curb
10/12/2022		Closed	706 W 11TH ST	Limbs on Curb
10/17/2022		Closed	822 W 12TH ST	Sheetrock on Sidewalk.
10/17/2022	Reinspection	New	822 W 12TH ST	Sheet rock on Sidewalk
10/18/2022	Reinspection	New	623 W 5th St	Litter & Debris front yard, rotten wood, gutters falling apart, Tall Grass & Weeds in the alleyway, Peeling Paint.
10/19/2022		Closed	609 W 5TH ST	Inoperable/ Unlicensed Motor Vehicles, Debris in yard and Driveway.
10/19/2022	Reinspection	New	609 W 5TH ST	Inoperable/ Unlicensed Motor Vehicles, Debris in yard and Driveway.
10/19/2022	Reinspection	New	603 W 5TH ST	Litter and Debris in yard , Trash and Tires and box spring frame, and Other Debris
10/20/2022		New	627 W 2ND ST	Heavy Trash placed on curb the wrong time of the month
10/21/2022		Compliant	314 VELASCO	Sewer Leak Under Home, No One Was Home, had to Shut Off Water, Massive Leak Spilling into the Road. Water Bill under Latisha Bachus.
10/25/2022	Reinspection	New	1027 W 12TH ST	Tree Branches on the curb
10/25/2022		Compliant	1006 W 8TH ST	Debris on the curb

Robert Cramer

Create Date	Current Task	Status	Address 1	V_Summary if Violation
10/25/2022	Reinspection	In Progress	706 W 11 TH ST	Tree Branches on the curb
10/27/2022		Closed	822 W 12TH ST	Sheet rock on Sidewalk.

Monthly Golf Course Report October2022

For the month of October, we were able to record our highest revenue for any previous October with \$76,600. We also saw our highest rounds for any October at 2692 rounds played. We surpassed all of our revenue goals for the month with the detailed numbers listed on the other spreadsheet. We also had about 20 more members this October vs last October. A big supporting role to this month was very little rainfall and above average temps. We received 2.75" of rain which is below the 4.33" 15-year average. Another factor was the above average tournament income we brought in this month. We have one tournament left in November and this will wrap up one of our best seasons yet.

As we look forward to November and December we will focus on our holiday business which are key to these two months, and this is a busy time for the grounds crew getting the greens ready for our winter overseed. Customer feedback has been very positive for our kids' program, and condition of the greens, with negative feedback on the condition of the proshop appearance and cart paths.

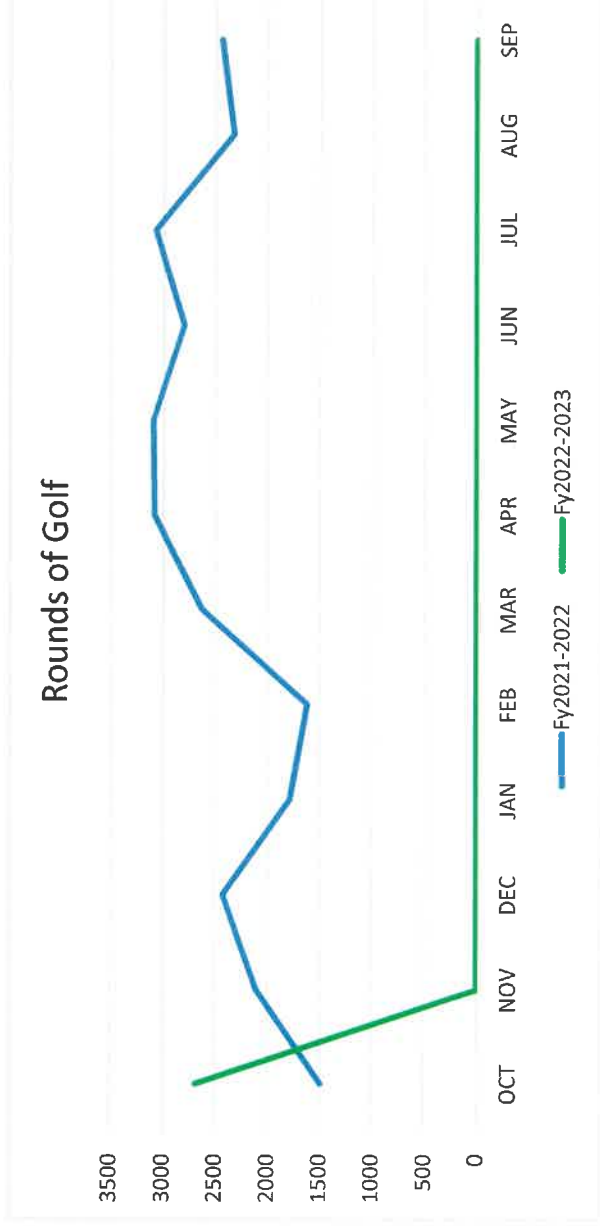
Thank you

Brian

Rounds of Golf

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

28902 0



Memberships

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

Memberships



Revenue for the fiscal years		2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023
October		\$ 47,009.00	\$ 38,020.00	\$ 44,541.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 41,562.00	\$ 40,670.00	\$ 34,325.00	\$ 35,953.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	76,592.04
November		\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	
December		\$ 34,148.00	\$ 25,466.00	\$ 37,208.00	\$ 36,530.00	\$ 20,550.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48	\$ 62,544.32	
January		\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,724.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	
February		\$ 29,092.00	\$ 31,360.00	\$ 29,207.00	\$ 40,299.00	\$ 16,893.00	\$ 32,118.00	\$ 27,440.00	\$ 36,248.00	\$ 32,762.00	\$ 31,605.00	\$ 30,448.00	\$ 30,448.00	\$ 21,777.00	\$ 26,749.00	\$ 37,454.31	\$ 44,451.22	\$ 49,136.05	
March		\$ 44,494.00	\$ 50,244.00	\$ 45,181.00	\$ 51,195.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,147.00	\$ 52,056.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	
April		\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 28,234.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	
May		\$ 49,583.00	\$ 50,794.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	
June		\$ 38,039.00	\$ 52,831.00	\$ 65,674.00	\$ 62,065.00	\$ 59,492.00	\$ 59,357.00	\$ 61,151.00	\$ 55,923.00	\$ 48,913.00	\$ 26,082.00	\$ 8,162.00	\$ 37,417.00	\$ 53,075.00	\$ 58,322.00	\$ 62,154.13	\$ 63,469.78	\$ 80,131.95	
July		\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 59,695.18	
August		\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	
September		\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 38,567.00	\$ 15,674.00	\$ 57,786.23	\$ 45,708.61	\$ 68,991.57	
Total		\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,357.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 812,966.41	



Finance, Court & Water Departments

Title: Monthly Report for September 30, 2022

Date: November 21, 2022

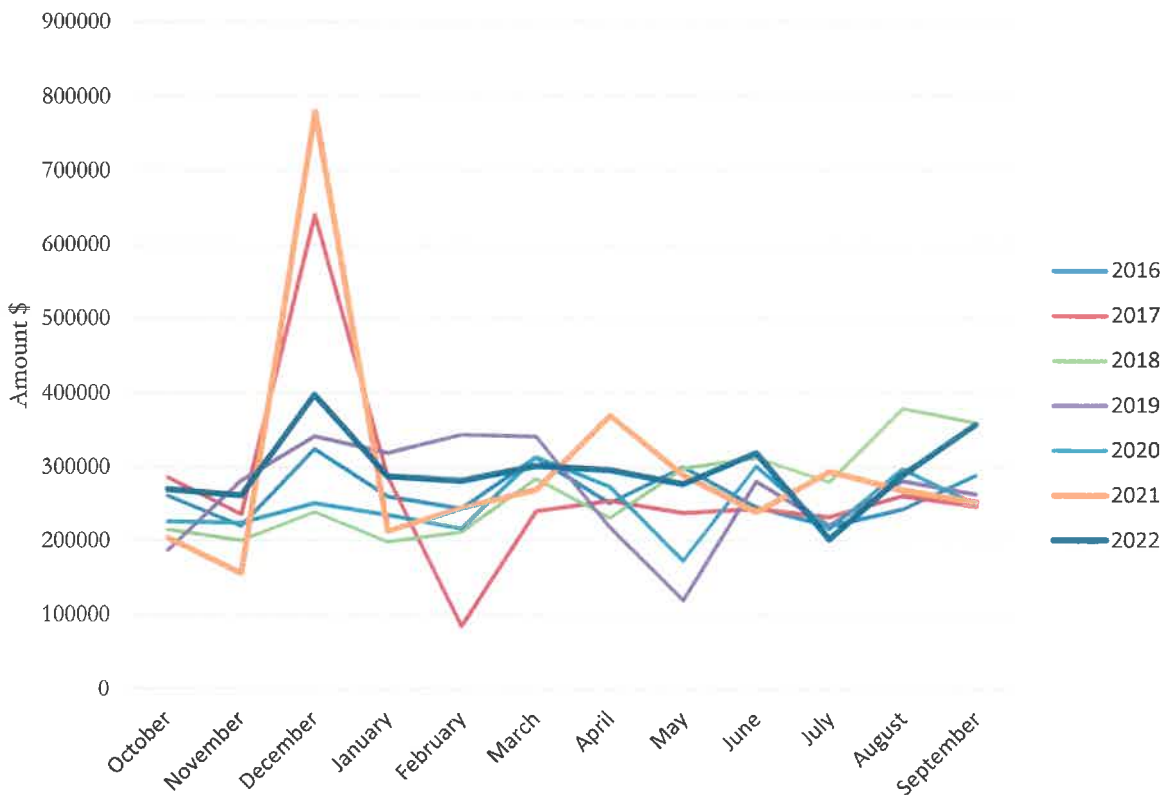
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of September 30, 2022 are \$19,685,704 or 103.81% of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are less than last year at this time.

Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of September 30, 2022 are \$20,552,727 or 97.81% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are under the expenditures by \$867,023. The fund balance or reserves of the General Fund as of September 30, 2022 is \$5,858,833. This is 27.88% of the expenditure budget.

Monthly Report Finance, Court & Water Departments

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of September 30, 2022 are \$6,866,430 or 104.22% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of September 30, 2022 are \$6,582,769 or 101.68% of the budgeted expenditures. See the attached Monthly Financial Report for more detail. Veolia has notified the City that they have spent 80% of their Repair and Maintenance Budget.

The revenues exceed the expenditures by \$283,661. The fund balance or reserves for the Water & Sewer Fund as of September 30, 2022 is \$334,597. This fund balance is only 5.17% of the operating expenditures.

Customer Service Department – Water & Court

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

The review of all court records continues. The Municipal Court functions will be the next to move to Incode 10. We have begun planning the migrations. The migration has begun and is expected to go live October 31, 2022.

Other

Haley Wall, Utility Billing Clerk, was employee of the month. We continue to better customer service by additional staff training.

**City of Freeport
Monthly Financial Report
As of September 30, 2022
General Fund**

	FY2021 Actuals	Adopted FY2022 Budget	Amended FY2022 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 5,613,957	\$ 7,457,056	\$ 6,725,855	\$ 6,725,855	
Revenues					
EMS	\$ 594,291	\$ 542,900	\$ 542,900	\$ 566,432	104.33%
Property Taxes	2,716,469	3,054,000	3,054,000	3,093,272	101.29%
Industrial Taxes	8,090,088	8,272,790	8,272,790	8,171,633	98.78%
Sales Tax	2,387,917	2,000,000	2,030,000	2,361,795	116.34%
Franchise & Other Taxes	636,793	723,100	723,100	663,328	91.73%
Permits	183,562	136,135	136,135	276,188	202.88%
Charges for Services	936,361	935,700	935,700	851,321	90.98%
Recreation/Rental	63,428	138,500	138,500	118,666	85.68%
Golf	717,239	625,000	625,000	807,631	129.22%
Municipal Court	176,376	406,200	406,200	234,095	57.63%
Grants	823,390	1,332,200	1,594,203	1,788,558	112.19%
Lease Income	242,901	123,402	123,402	151,087	122.43%
Miscellaneous	905,864	370,775	380,575	601,699	158.10%
Total Revenues	18,474,680	\$ 18,660,702	\$ 18,962,505	\$ 19,685,704	103.81%
Expenditures					
Administration	\$ 1,715,009	\$ 1,900,909	\$ 1,915,600	\$ 2,110,072	110.15%
Service Center	214,790	224,033	224,033	225,318	100.57%
Municipal Court	196,384	239,075	239,075	239,515	100.18%
Police	4,528,655	4,979,157	4,979,157	4,848,093	97.37%
Fire	1,441,915	1,401,566	1,405,931	1,200,390	85.38%
EMS	819,416	927,740	927,740	1,020,517	110.00%
Emergency Management	308,615	-	169,681	150,986	88.98%
Code Enforcement	393,536	420,845	438,205	393,520	89.80%
Building	311,517	358,098	358,098	306,662	85.64%
Garbage Collection	968,318	931,000	931,000	888,766	95.46%
Street & Drainage	1,330,808	1,431,147	1,460,781	1,403,967	96.11%
Beach Fund Expense	55,849	31,500	31,500	57,529	182.63%
Historical Museum	333,402	427,492	427,492	345,069	80.72%
Sr Citizens Commission	4,982	10,250	10,250	7,731	75.43%
Library	184,796	42,500	42,500	33,274	78.29%
Parks	1,332,358	1,281,967	1,306,104	1,252,482	95.89%
Golf	1,489,681	1,172,103	1,172,103	1,190,678	101.58%
Recreation	496,866	620,027	620,027	525,178	84.70%
Interfund Transfer to	1,410,846	4,051,815	4,503,618	4,502,980	99.99%
Interfund Transfer from	(173,520)	(150,000)	(150,000)	(150,000)	100.00%
Total Expenditures	17,364,222	\$ 20,301,224	\$ 21,012,895	\$ 20,552,727	97.81%
Revenue Over/(Under) Expenditures	\$ 1,110,458	\$ (1,640,522)	\$ (2,050,390)	\$ (867,023)	
Ending Fund Balance	\$ 6,725,855	\$ 5,816,534	\$ 4,675,465	\$ 5,858,833	

**City of Freeport
Monthly Financial Report
As of September 30, 2022
Water Sewer Fund**

	FY2021 Actuals	Adopted FY2022 Budget	Amended FY2022 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ (17,603)	\$ (598,386)	\$ 50,936	\$ 50,936	
Revenues					
Interlocal Revenue	\$ 163,635	\$ 4,000	\$ 4,000	-	0.00%
Interest	1,417	500	500	2,408	481.61%
Misc Income	(208)	-	-	1,749	N/A
Misc Income Return Checks	505	1,000	1,000	1,242	124.24%
Utility Reimbursements	182,371	70,000	70,000	165,400	236.29%
Community Dev Grant	25,139	260,000	260,000	136,229	52.40%
Grant Revenue-Emergency P	(58,143)	-	-	-	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(23)	-	-	(40)	N/A
Water Revenue	3,248,117	3,764,000	3,764,000	3,507,519	93.19%
Water Revenue - Misc	5,493	-	-	(1,722)	N/A
Sewer Revenue	2,242,923	2,383,800	2,383,800	2,570,285	107.82%
Sewer Revenue - Misc	913	-	-	20	N/A
Sewer Surcharge	-	-	-	321	N/A
Water Tap Fee	14,800	14,000	14,000	23,752	169.65%
Sewer Tap Fee	-	-	-	3,040	N/A
Bad Debt Write-Off	2,589	1,000	1,000	728	N/A
Connect & Disconnect Fees	77,169	90,000	90,000	132,499	147.22%
Transfer from General Fund	-	-	-	323,000	
Proceeds from Bond Sale	4,845,000	-	-	-	N/A
Premiums from Bond Sale	300,036	-	-	-	N/A
Underwriter's Discount	(61,356)	-	-	-	N/A
Total Revenues	10,990,376	6,588,300	6,588,300	6,866,430	104.22%
Expenditures					
Salaries	\$ 100,431	\$ 126,059	\$ 126,059	\$ 98,019	77.76%
Benefits	72,423	53,168	53,168	49,349	92.82%
Supplies	48,979	46,850	46,850	76,241	162.73%
Services	5,203,971	5,322,160	5,322,160	5,532,792	103.96%
Maintenance	18,460	65,000	65,000	79,029	121.58%
Sundry	2,834	25,675	25,675	16,548	64.45%
Capital Outlay	241,058	260,000	382,239	278,094	72.75%
Debt Service Fees	79,576	-	-	-	N/A
Transfer to Debt Service	4,104	302,698	302,698	302,698	N/A
Transfer to CO2021 Bond Fund	5,000,000	-	-	-	N/A
Transfer to General Fund	150,000	150,000	150,000	150,000	N/A
Total Expenditures	10,921,837	6,351,610	6,473,849	6,582,769	101.68%
Revenue Over/(Under) Expenditures	68,539	236,690	114,451	283,661	
Ending Fund Balance	\$ 50,936	\$ (361,696)	\$ 165,387	\$ 334,597	



Finance, Court & Water Departments

Title: Monthly Report for October 31 2022

Date: November 21, 2022

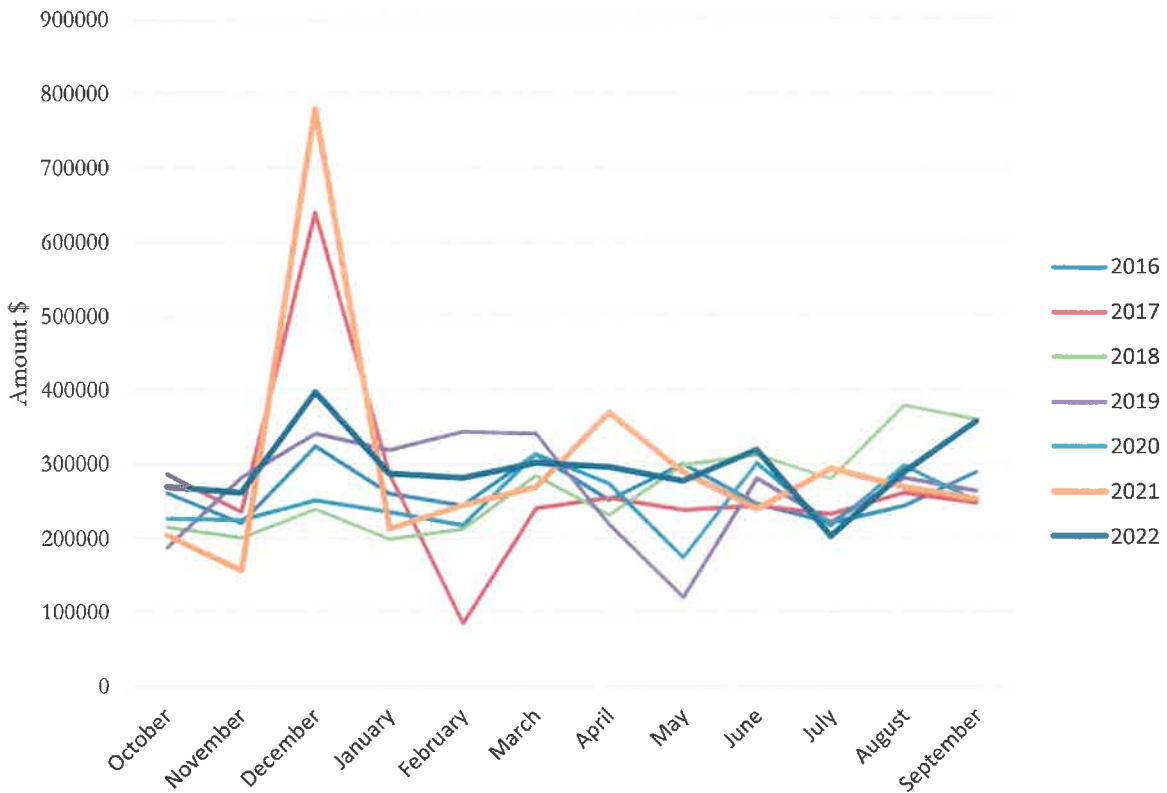
From: Cathy Ezell, Finance Director

Financial Information

The General Fund:

The revenues collected for the General fund as of October 31, 2022 are \$1,948,605 or 9.81% of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are less than last year at this time.

Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of October 31, 2022 are \$1,315,528 or 6.49% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by \$633,077. The fund balance or reserves of the General Fund as of October 31, 2022 is \$6,491,910. This is 31.59% of the expenditure budget.

Monthly Report
Finance, Court & Water Departments

Water & Sewer Fund

The revenues for the Water & Sewer Fund as of October 31, 2022 are \$498,123 or 7.31% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of October 31, 2022 are \$321,134 or 4.87% of the budgeted expenditures. See the attached Monthly Financial Report for more detail. Veolia has notified the City that they have spent 80% of their Repair and Maintenance Budget.

The revenues exceed the expenditures by \$176,989. The fund balance or reserves for the Water & Sewer Fund as of October 31, 2022 is \$511,586. This fund balance is only 7.77% of the operating expenditures.

Customer Service Department – Water & Court

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

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

Other

Court Statistics October 2022

Citations Issued	108	
Number of Violations Issued	119	
Warrants Issued	357	\$116,649
Total Active Warrants	55,548	\$1,450,946
Court Payments Received	\$24,494	

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

	FY2022	Adopted	Amended	Year to Date	% YTD
	Actuals	FY2023	FY2023	Actual	Budget
	\$	\$	\$	\$	
Beginning Fund Balance	\$ 6,725,855	\$ 5,564,969	\$ 5,858,833	\$ 5,858,833	
Revenues					
EMS	\$ 566,432	\$ 589,000	\$ 589,000	\$ 47,330	8.04%
Property Taxes	3,093,272	3,355,000	3,355,000	21,857	0.65%
Industrial Taxes	8,171,633	8,679,299	8,679,299	-	0.00%
Sales Tax	2,361,795	2,250,000	2,250,000	-	0.00%
Franchise & Other Taxes	663,328	644,000	644,000	34,792	5.40%
Permits	276,188	196,625	196,625	180,399	91.75%
Charges for Services	851,321	793,700	793,700	66,260	8.35%
Recreation/Rental	118,666	100,500	100,500	46	0.05%
Golf	807,631	652,000	652,000	75,581	11.59%
Municipal Court	234,095	208,500	208,500	12,550	6.02%
Grants	1,788,558	2,092,765	2,092,765	1,502,966	71.82%
Lease Income	151,087	125,000	125,000	4,596	3.68%
Miscellaneous	601,699	176,820	176,820	2,228	1.26%
Total Revenues	19,685,704	\$ 19,863,209	\$ 19,863,209	\$ 1,948,605	9.81%
Expenditures					
Administration	\$ 2,110,072	\$ 1,792,676	\$ 1,792,676	\$ 104,038	5.80%
Information Technology	-	229,628	229,628	10,356	4.51%
Service Center	225,318	201,887	201,887	15,207	7.53%
Municipal Court	239,515	231,301	231,301	20,220	8.74%
Police	4,848,093	5,254,992	5,254,992	362,057	6.89%
Fire	1,200,390	1,425,610	1,425,610	91,506	6.42%
EMS	1,020,517	969,552	969,552	76,743	7.92%
Emergency Management	150,986	-	-	-	
Code Enforcement	393,520	479,991	479,991	26,536	5.53%
Building	306,662	308,662	308,662	13,920	4.51%
Garbage Collection	888,766	720,000	720,000	-	0.00%
Street & Drainage	1,403,967	1,500,782	1,500,782	114,361	7.62%
Beach Fund Expense	57,529	42,850	42,850	-	0.00%
Historical Museum	345,069	374,526	374,526	8,108	2.16%
Sr Citizens Commission	7,731	7,500	7,500	-	0.00%
Library	33,274	41,535	41,535	3,899	9.39%
Parks	1,252,482	1,294,028	1,294,028	68,822	5.32%
Golf	1,190,678	1,235,668	1,235,668	82,892	6.71%
Recreation	525,178	572,840	572,840	18,607	3.25%
Interfund Transfer to	4,502,980	3,729,095	3,729,095	310,758	8.33%
Interfund Transfer from	(150,000)	(150,000)	(150,000)	(12,500)	8.33%
Total Expenditures	20,552,727	\$ 20,263,123	\$ 20,263,123	\$ 1,315,528	6.49%
Revenue Over/(Under)					
Expenditures	\$ (867,023)	\$ (399,914)	\$ (399,914)	\$ 633,077	
Ending Fund Balance	\$ 5,858,833	\$ 5,165,055	\$ 5,458,919	\$ 6,491,910	

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

	FY2022 Actuals	Adopted FY2023 Budget	Amended FY2023 Budget	Year to Date Actual	% YTD Budget
Beginning Fund Balance	\$ 50,936	\$ 174,759	\$ 334,597	\$ 334,597	
Revenues					
Interlocal Revenue	-	4,000	4,000	-	0.00%
Interest	2,408	1,000	1,000	-	0.00%
Misc Income	1,749	-	-	37	N/A
Misc Income Return Checks	1,242	1,000	1,000	50	5.00%
Utility Reimbursements	165,400	100,000	100,000	16,073	16.07%
Community Dev Grant	136,229	-	-	-	N/A
Cash Over or Short	(40)	-	-	-	N/A
Water Revenue	3,507,519	4,178,200	4,178,200	272,764	6.53%
Water Revenue - Misc	(1,722)	-	-	-	N/A
Sewer Revenue	2,570,285	2,400,000	2,400,000	196,209	8.18%
Sewer Revenue - Misc	20	-	-	-	N/A
Sewer Surcharge	321	-	-	-	N/A
Water Tap Fee	23,752	15,000	15,000	-	0.00%
Sewer Tap Fee	3,040	3,000	3,000	-	0.00%
Bad Debt Write-Off	728	1,000	1,000	-	0.00%
Connect & Disconnect Fees	132,499	110,000	110,000	12,990	11.81%
Transfer from General Fund	323,000	-	-	-	N/A
Total Revenues	6,866,430	6,813,200	6,813,200	498,123	7.31%
Expenditures					
Salaries	98,019	102,267	102,267	4,427	4.33%
Benefits	49,349	40,692	40,692	4,879	11.99%
Supplies	76,241	70,950	70,950	4,564	6.43%
Services	5,532,792	5,848,140	5,848,140	251,026	4.29%
Maintenance	79,029	65,000	65,000	-	0.00%
Sundry	16,548	17,800	17,800	18,618	104.60%
Capital Outlay	278,094	-	-	-	N/A
Debt Service Fees	-	-	-	-	N/A
Transfer to Debt Service	302,698	301,450	301,450	25,121	N/A
Transfer to CO2021 Bond Fund	-	-	-	-	N/A
Transfer to General Fund	150,000	150,000	150,000	12,500	N/A
Total Expenditures	6,582,769	6,596,299	6,596,299	321,134	4.87%
Revenue Over/(Under) Expenditures	283,661	216,901	216,901	176,989	
Ending Fund Balance	\$ 334,597	\$ 391,660	\$ 551,498	\$ 511,586	



CITY OF FREEPORT
FREEPORT FIRE & EMS DEPARTMENT

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

Christopher Motley
Chief / EMC

Mike Praslicka
Deputy Chief
EMS Coordinator

Micheal Dumas
Deputy Chief
Fire Marshal

To: Mr. Kelty, City Manager
From: Christopher D. Motley, Fire Chief
Date: November 21, 2022
Re: October 2022

Response alarms: Fire - 12
 EMS - 157
 Total - 169

Significant Events: Air Ambulance transport: 5
 Request mutual aid into the city to cover EMS response: 4 FIRE 1
 Mutual aid given to other cities to cover EMS response: 4 FIRE 0
 Two EMS units working calls at the same time: 30
 Three working EMS alarms: 4
 Four working EMS alarms: 0
 Five working EMS alarms: 0
 Transport rate: 59%

Equipment/Infrastructure: Fire Station engine bay slab is failing due to road bed is washing out.
 Pending work being completed by Public Works. Two section needing to
 be complete. Public Works has not provided a projection date.

Fire Station #1; Working on estimates to address interior hallways aging
wall paper finish.

Fire Engine 901 out of service. Starter purchased October 3rd. Waiting
on Service Center to make repair. No projection date provided as of
11/04/2022..

Ambulance 907 out of service. Initial for two fuel injectors to be
replaced. With service Center and Golf Course sharing a mechanic. It
took over the month of September and October to repair. Along with
several items having to be replaced due to damage during initial repair.
Ambulance 907 was placed in service and scheduled an oil change.
Ambulance 907 placed back out of service due to oil fill spout cracked.
Repair completed and picked up by the duty crew. Return shortly after
service due to engine exhaust discharging smoke. Ambulance 907 was
sent to an outside mechanic to diagnosis and repair. The diagnosis was
the turbo tube was replaced. Unit has been placed in service on
November 3, 2022. Ambulance 907 out of service overheating while
transporting a patient. Its been out of service since.



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Ambulance 909 out of service. Repair to ignition coil pack. Ambulance placed in service. Unit started having issues again. Due to lack of urgency at the service center. The unit was sent to a repair center outside the city due to the department down to one ambulance in service. The EMS unit was repaired and returned to service the same day. Result was a loose wire from previous mechanic who installed the coil pack.

Audit:

Texas Department of Insurance audit: Contact ISO. Spoke to Orlando Hernandez, Texas Department of Insurance (TDI) Director, about our ISO audit. Received a response from Joel Duke, TDI PPC Oversight Officer who is address the status. The private contractor performing the audit had resigned prior to COVID.

Emergency Management:

Review daily COVID-19 Brazoria County Health reports. Providing this data to Freeport Police Department for first responder notification.

Winter Storm Declaration the City of Freeport is in recovery phase. Federal Declaration Category B: Protective Measures has been approved. Additional funding has been approved for Administrative An appeal for additional Cat B reimbursement has been filed. FEMA drafted a response letter (October 12, 2022) has sent our appeal letter to the FEMA field office. Received a letter from FEMA that the request be reviewed and determined by the local field office.

Preparing emergency management response to natural disasters.
Updating call personnel city wide for response and recovery operations.
Training on damage assessment software.
Scheduling programs across city departments to prepare employees to respond in a unified approach.

Brazosport ISD Mass Casualty Training / Planning Exercise

Mitigation Grants:

FEMA: S.A.F.E.R. Grant application, awaiting announcement of award.
Update: No information from FEMA. Contact Congressman Weber's Office to inquiry on the announcement of awards. FEMA has posted the awards. The department has not received a rejection letter at this time. No update from Congressman weber's Office.

FEMA American Firefighter Grant, complete the application and awaiting announcement of award. Project: Brush/Wildland truck: \$125,000.00.
August 19, 2022. Received notice of award for training. Training grant has been approved by City Council.
Preparing for FEMA AFG and S.A.F.E.R. grant programs for fall application.
Completed agreements for a grant writer.



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Personnel:

Staffing:

Promotion for Fire Lieutenant and Driver/Operator completed 10/7/2022.
Fire Fighter Vacancy: Two (Full-time)
Fire Fighter Vacancy: Six (Part-time)
EMS Vacancy: Three (Part-time). One position filled and orientation in progress.

FF Parker Jones provided notice of resignation November 7th. Longview FD has made an offer of employment.

Training Employees:

Two employees currently in school. Evelyn Betancourt: EMT-Basic to EMT-Advance, Spring 2023 and David Olazaba: EMT-B to EMT- Advance.
Brazosport Mass Causality Drill in the planning stages. Event: October 25, 2022
Police and Fire attended with fourteen employees.
LNG Firefighting TEEX: five employees
Lt. Kris Vierra and D/O Thomas Thornton completed NREMT and DSHS license as a paramedic.
Deputy Chief Jason Shafer and Fire Chief Christopher Motley graduated the Texas Fire Chief Academy.

Injuries:

None

Events:

Brazoria County Fair Parade: Engine 903
Bike to the Beach (bicycle ride).
Brazoria County Fair; EMS standby 10/17, 10/20, and 10/27
Truck-N-Treat: RiverPlace 10/27
Freeport Museum Ghost Walk 10/29

Public Relations:

Blue Santa Golf Tournament Fundraiser: Sparky
Brazoria County Fair: Special Children of Brazoria County. Engine 903 & Sparky.

Prevention:

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

Announcements:

None



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Office of the Fire Marshal

October 2022 Monthly Report.

Fire/Safety Inspections:

Address	Inspection Type	Pass/Fail
202 S. Gulf	Fire Alarm, Sprinkler, C of O final	Pass
1800 W. 2 nd	Underground Fire Line	Pass
505 Port Rd.	Annual on multiple buildings	Corrections needed
1001 Navigation	Annual	Corrections
1103 N. Ave H	Annual	Corrections
Total Inspections: 13		

Plans Review:

Name or Address	Type of Plan	COMMENTS Y/N
1800 W. 2 nd	Above Ground Sprinkler	Y
320 S Gulf	Above Ground Sprinkler	Y
1702 N. Brazosport	Underground Fuel Storage	Y
1800 W. 2 nd	Underground Sprinkler	Y
Total Reviews: 4		

Fire Investigations:

Address	Type of Fire	Disposition
1103 Ave H	Structure (Commercial)	Accidental
Total: Investigations: 1		



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Fire Safety Consultation/ Consultation:

Whom	In Reference to:
Building Official	Proposed Church
Total:	

Incident Response:

Location	Type of Incident	Disposition
1719 W. 9 th	Illegal Burning	Warning
1103 Ave H	Structure Fire	Investigation
1602 Ave R	Illegal Burning	Warning
Total Calls: 3		

Public Education Events:

Location	Name of Event	Appx # people
Total:		

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

Address	Description	Disposition
Total: 0		

Training:

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



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Course Name	Hours
Fire Marshal Conference	30

Miscellaneous:



Human Resources Monthly Report

Date: November 3, 2022

HR TEAM: Donna Fisher

HR Services Team Priorities and Results for October 2022:

- **Welcomes and Well-wishes:**
 - **We are excited to welcome:**
 - **Joe Cruz – Maintenance Technician – Streets/Drainage**
 - **Jennifer Erlanson-Howell – Police Chief**
 - **Kiara Rodriguez – Maintenance Technician – Parks Department**
 - **Vidal Villegas – Building Maintenance Lead – Public Works**
- **Training/Coaching/Performance Improvement:**
 - **Performance Issues Addressed:** We had one (1) employee termination for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
 - **Employee Turnover:** We had six (6) employee separations in October. One employee from the Public Works Department/Parks, one from the Customer Service Department, one from the Golf Course and three from the Police Department.
 - **Internal Transfers/Promotions:** Lance Petty was promoted to Assistant City Manager, Donna Fisher was promoted to Human Resources Director, John Perez was promoted to Parks Supervisor, Holden Ezell transferred from Building Maintenance to Mechanic Helper, Mary Chavez transferred from Human Resource Specialist I to Accounts Payable/Payroll Clerk, Kristopher Vierra was promoted to Lieutenant Firefighter.
 - **Recruiting:** Active recruiting searches include:
 - Part-time EMT
 - Firefighter/EMT – Full and Part Time
 - Maintenance Technician – Streets/Drainage
 - Part-time Crossing Guard
 - Police Officer
 - Part-time Recreation Attendant – Recreation Center
 - Customer Service Clerk
 - Animal Control Officer
 - Telecommunications Officer (Dispatcher)
 - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.

- **Risk Management and Insurance Updates:**

- **Unemployment Claims:** We had zero (0) unemployment appeals during the month of October. We have won one (1) unemployment appeal cases this calendar year (Jan.- December). The City's account will not be charged for this unemployment claim.
- **Workers Compensation Claims:** We had one (1) active Workers Comp. claim in October.
- **Family & Medical Leave Cases (FMLA)-** We had four (4) active FMLA case in October.
- **Record Retention:** We are continuing to move files that are not in current use but need to be retained to the vault.
- **Employee Benefits:** We are working with UTMB to schedule a wellness event for employees.
- **Training/Development:** We did not participate in any trainings in October.

Priorities for November:

- **Employee Benefits** – Continue working with UTMB on wellness event
- **Payroll Conversion** – We are now “live” with Incode 10 and have processed 2 payrolls on the new system.
- **Property/Liability/Accident Claims** – continue transfer of these claims to the Finance Department

Information Technology Monthly Report

- Qualified City for Dell Self-Dispatch Repair Service (repairs are done by IT Staff under dell warranty shipped parts at no charge)
- Help Desk Implementation for City Wide use and report tracking, new reports will include in future monthly reports
- Asset Tracking System online
- Automated Patching System implemented
- Updated City Anti-virus contract renewal to \$2138 (\$4862 lower from previous contract for 3 years.)
- Upgraded and refreshed Public Works and Fire Department computers to new Azure Intune Network.

Upcoming Projects:

- Redesign of Council Recording and broadcasting meetings.
- Renegotiate City wide Copiers under 1 reduced cost more manageable contract.
- Secure Wireless Traffic with RADIUS and expand wireless encryption and authentication to all city facilities.
- New City ID badge system for in-house management.
- Improve City Backup management and emergency planning
- Upgrade Rec Center Door to badge Access
- Identify Technology solutions for applications in City needs.

NOVEMBER 2022





CITY OF FREEPORT MUNICIPAL COURT

October 2022 Statistics

Citations issued	108	
Number of violations issued	119	
Warrants issued	357	\$116,649.10
Total active warrants	55,548	\$1,450,946.28
Court payments received	\$24,493.89	

Citation Listing

FREEPORT MUNICIPAL COURT

11/2/2022 8:57:42 AM

Citation Listing Report

Totals For 10/01/2022 - 10/31/2022

Report Totals	
By Race	
B - BLACK	20
H - H	38
W - WHITE	50
Report Totals	108
By Gender	
F - FEMALE	36
M - MALE	72
Report Totals	108
By Age Code	
A - Adult	79
J - Juvenile	7
M - Minor	7
U - Under 25	15
Report Totals	108

Report Totals:	Number Of Citations:	108
	Number Of Violations:	119

Citation Listing

FREEPORT MUNICIPAL COURT

11/2/2022 8:57:42 AM

Citation Listing Report

Totals For 10/01/2022 - 10/31/2022

Report Totals

Totals By Citation Type	R - Regular	82
W - Warning	26	
Report Totals	108	

Report Totals:

Number Of Citations:	108
Number Of Violations:	119

Receipt Listing

FREPORT MUNICIPAL COURT
11/2/2022 10:47:59 AM

Detail Report For 10/01/2022 - 10/31/2022

Receipt #	VR	VC	Receipt Date	Citation # - Viol.	Docket #	Trans. Code	Type Def.	Transaction Description	Paid Amount	Non Cash Amount	Created By
100044301			10/03/2022	E0106751-2	21000357	P	PY	Payments	\$25.00		Conversion,
100044601			10/03/2022	E0107199-1	21002414	P	PY	Payments	\$324.00		Conversion,
100044401			10/03/2022	E0107767-1	21000939	P	PY	Payments	\$20.00		Conversion,
100043901			10/03/2022	E0108299-1	21001099	P	PY	Payments	\$161.00		Conversion,
100044201			10/03/2022	E0108647-1	21003225	P	PY	Payments	\$31.00		Conversion,
100044201			10/03/2022	E0108647-2	21003226	P	PY	Payments	\$69.00		Conversion,
100044001			10/03/2022	E0109174-1	21002504	P	PY	Payments	\$51.00		Conversion,
100043801			10/03/2022	E0111009-1	21002817	P	PY	Payments	\$130.00		Conversion,
100043701			10/03/2022	E0113108-1	21003882	P	PY	Payments	\$211.00		Conversion,
100044501			10/03/2022	E0113933-1	21003580	P	PY	Payments	\$211.00		Conversion,
100044101			10/03/2022	E0116208-1	21003845	P	PY	Payments	\$211.00		Conversion,
100045401			10/04/2022	22-0786-1	21003272	P	PY	Payments	\$40.00		Conversion,
100045201			10/04/2022	E0083179-1	16000674	P	PY	Payments	\$300.43		Conversion,
100045203			10/04/2022	E0083179F-1	16001085	P	PY	Payments	\$609.70		Conversion,
100045204			10/04/2022	E0085265-1	15004001	P	PY	Payments	\$674.70		Conversion,
100045205			10/04/2022	E0085265-2	15004002	P	PY	Payments	\$512.20		Conversion,
100045206			10/04/2022	E0085285-3	15004003	P	PY	Payments	\$518.83		Conversion,
100044701			10/04/2022	E0085265F-1	16000407	P	PY	Payments	\$674.70		Conversion,
100045101			10/04/2022	E0103055-2	20001436	P	PY	Payments	\$20.00		Conversion,
100044901			10/04/2022	E0108590-1	21003054	P	PY	Payments	\$20.00		Conversion,
100044801			10/04/2022	E0111677-1	21003752	P	PY	Payments	\$424.00		Conversion,
100045301			10/04/2022	E0113485-2	21003313	P	PY	Payments	\$196.00		Conversion,
100045001			10/04/2022	E0113593-1	21003522	P	PY	Payments	\$50.00		Conversion,
100045701			10/04/2022	E0113631-1	21003600	P	PY	Payments	\$211.00		Conversion,
100046301			10/05/2022	E0108496-1	21001979	P	PY	Payments	\$256.00		Conversion,
100045601			10/05/2022	E0108850-2	21001359	P	PY	Payments	\$50.00		Conversion,
100046001			10/05/2022	E0110375-1	21003664	P	PY	Payments	\$80.00		Conversion,
100045801			10/05/2022	E0110385-1	21003703	P	PY	Payments	\$211.00		Conversion,
100046101			10/05/2022	E0111169-1	21003594	P	PY	Payments	\$176.00		Conversion,
100046201			10/05/2022	E0113650-1	21003657	P	PY	Payments	\$10.00		Conversion,
100045501			10/05/2022	E0114244-2	21002853	P	PY	Payments	\$289.00		Conversion,
100046601			10/05/2022	E0114296-1	21003119	P	PY	Payments	\$209.00		Conversion,
100045901			10/05/2022	E0115704-1	21003838	P	PY	Payments	\$151.00		Conversion,
100046602			10/06/2022	E0093224F-1	17003589	P	PY	Payments	\$291.33		Conversion,
100046501			10/06/2022	E0109246-1	18001395	P	PY	Payments	\$447.20		Conversion,
100046401			10/06/2022	E0112509-1	21000610	P	PY	Payments	\$30.00		Conversion,
100046801			10/06/2022	E0112463-1	21003742	P	PY	Payments	\$211.00		Conversion,
100046901			10/07/2022	E0112463-1	21003071	P	PY	Payments	\$35.00		Conversion,
100047201			10/07/2022	E0113090-1	21003537	P	PY	Payments	\$20.00		Conversion,
					21003805	P	PY	Payments	\$100.00		Conversion,

Receipt Listing

FREEPORT MUNICIPAL COURT
11/2/2022 10:47:59 AM

Detail Report For 10/01/2022 - 10/31/2022

Receipt #	VR	VC	Receipt Date	Citation # - Viol.	Docket #	Trans. Code	Type Def.	Transaction Description	Paid Amount	Non Cash Amount	Created By
100047001			10/07/2022	E0113919-1	21003546	P	PY	Payments	\$100.00		Conversion,
1425			10/10/2022	E0110895-1		C	AB	Cash Bond	(\$141.00)		Conversion,
1424			10/10/2022	E0110895-1		C	AB	Cash Bond	(\$141.00)		Conversion,
100047501			10/10/2022	22-1167-1		C	BP	Cash Bond	\$500.00		Conversion,
100047601			10/10/2022	E0113031-1		C	BP	Cash Bond	\$500.00		Conversion,
100048301			10/10/2022	22-0927-1	21003815	P	PY	Payments	\$324.00		Conversion,
100047301			10/10/2022	E0091271-1	17002916	P	PY	Payments	\$101.00		Conversion,
100048001			10/10/2022	E0093948-1	18001107	P	PY	Payments	\$220.00		Conversion,
100047902			10/10/2022	E0094670-1	19000328	P	PY	Payments	\$350.20		Conversion,
100047901			10/10/2022	E0094670-2	19000329	P	PY	Payments	\$532.60		Conversion,
100048201			10/10/2022	E0105150-1	21000451	P	PY	Payments	\$63.00		Conversion,
100047401			10/10/2022	E0110005-1	21001976	P	PY	Payments	\$100.00		Conversion,
1424			10/10/2022	E0110895-1	21002354	P	AB	Applied Bond	\$141.00		Conversion,
100048401			10/10/2022	E0114256-1	21002906	P	PY	Payments	\$100.00		Conversion,
100048901			10/11/2022	22-1033-1		C	BP	Cash Bond	\$500.00		Conversion,
36501			10/11/2022	E0110391-1		CBR-CI	BR	Converted Bond Refund - Cash Drawer	(\$300.00)		Conversion,
36501			10/11/2022	E0110391-1		C	FB	Cash Bond	(\$200.00)		Conversion,
100049501			10/11/2022	E0088250-1	16002466	P	PY	Payments	\$100.00		Conversion,
100048701			10/11/2022	E0099212-1	19000312	P	PY	Payments	\$230.00		Conversion,
100049401			10/11/2022	E0108668-1	21003516	P	PY	Payments	\$50.00		Conversion,
100048501			10/11/2022	E0110375-1	21003664	P	PY	Payments	\$111.00		Conversion,
0			10/11/2022	E0110391-1	21003719	P	FB	Forfeited Bond	\$200.00		Conversion,
100048801			10/11/2022	E0111191-1	21003689	P	PY	Payments	\$50.00		Conversion,
100049201			10/11/2022	E0112936-1	21003326	P	PY	Payments	\$246.00		Conversion,
100049301			10/11/2022	E0112941-2	21003331	P	PY	Payments	\$141.00		Conversion,
100049101			10/11/2022	E0114270-1	21002920	P	PY	Payments	\$89.00		Conversion,
100049701			10/12/2022	E0089952-1	18000386	P	PY	Payments	\$50.00		Conversion,
100050001			10/12/2022	E0091271-1	17002916	P	PY	Payments	\$101.00		Conversion,
100050701			10/12/2022	E0102981-1	20000995	P	PY	Payments	\$424.00		Conversion,
100050601			10/12/2022	E0106381-1	20001144	P	PY	Payments	\$25.00		Conversion,
100050401			10/12/2022	E0109173-1	21002503	P	PY	Payments	\$50.00		Conversion,
100050101			10/12/2022	E0109586-2	21002127	P	PY	Payments	\$212.00		Conversion,
100048601			10/12/2022	E0111632-2	21003554	P	PY	Payments	\$25.00		Conversion,
100049801			10/12/2022	E0112430-1	21003363	P	PY	Payments	\$100.00		Conversion,
100050301			10/12/2022	E0113630-2	21003698	P	PY	Payments	\$100.00		Conversion,
100049901			10/12/2022	E0114346-1	21003353	P	PY	Payments	\$89.00		Conversion,
100051601			10/13/2022	E0089116-1	17002829	P	PY	Payments	\$40.00		Conversion,
100052301			10/13/2022	E0095172-1	18003853	P	PY	Payments	\$50.00		Conversion,
100050901			10/13/2022	E0106789-1	21000466	P	PY	Payments	\$50.00		Conversion,

Receipt Listing

FREPORT MUNICIPAL COURT
11/2/2022 10:47:59 AM

Detail Report For 10/01/2022 - 10/31/2022

Receipt #	VR	VC	Receipt Date	Citation #-Viol.	Docket #	Trans. Code	Type Def.	Transaction Description	Paid Amount	Non Cash Amount	Created By
100051501			10/13/2022	E0108496-1	21001847	P	PY	Payments	\$20.00		Conversion,
100052101			10/13/2022	E0109592-1	21002131	P	PY	Payments	\$424.00		Conversion,
100052001			10/13/2022	E0108990-1	21001835	P	PY	Payments	\$226.00		Conversion,
100051001			10/13/2022	E0111354-1	21002212	P	PY	Payments	\$224.00		Conversion,
100051701			10/13/2022	E0112877-1	21002951	P	PY	Payments	\$151.00		Conversion,
100051101			10/13/2022	E0112986-1	21003426	P	PY	Payments	\$20.00		Conversion,
100052201			10/13/2022	E0113042-1	21003579	P	PY	Payments	\$10.00		Conversion,
100051301			10/13/2022	E0113987-1	21003791	P	PY	Payments	\$20.00		Conversion,
100051901			10/13/2022	E0114020-1	21003879	P	PY	Payments	\$141.00		Conversion,
100051201			10/13/2022	E0114031-1	21003908	P	PY	Payments	\$211.00		Conversion,
100051202			10/13/2022	E0114031-2	21003909	P	PY	Payments	\$374.00		Conversion,
100051401			10/13/2022	E0114721-1	21003891	P	PY	Payments	\$316.00		Conversion,
100050801			10/13/2022	E0116226-1	21003865	P	PY	Payments	\$151.00		Conversion,
100052501			10/14/2022	E0102014-1	19003002	P	PY	Payments	\$170.00		Conversion,
100053301			10/14/2022	E0103947-1	20000631	P	PY	Payments	\$374.00		Conversion,
100052801			10/14/2022	E0109246-1	21000610	P	PY	Payments	\$41.00		Conversion,
100053201			10/14/2022	E0109436-1	21001650	P	PY	Payments	\$25.00		Conversion,
100052701			10/14/2022	E0109473-1	21001750	P	PY	Payments	\$25.00		Conversion,
100053101			10/14/2022	E0109612-1	21002232	P	PY	Payments	\$183.00		Conversion,
100052401			10/14/2022	E0110451-1	21003934	P	PY	Payments	\$10.00		Conversion,
100052901			10/14/2022	E0112245-1	21002659	P	PY	Payments	\$100.00		Conversion,
100053001			10/14/2022	E0112849-1	21002868	P	PY	Payments	\$211.00		Conversion,
100052601			10/14/2022	E0114450-1	21003690	P	PY	Payments	\$211.00		Conversion,
100053401			10/14/2022	E0115734-1	21003883	P	PY	Payments	\$50.00		Conversion,
100053801			10/17/2022	E0108993-1	21001837	P	PY	Payments	\$100.00		Conversion,
100053701			10/18/2022	E0095172-1	18003853	P	PY	Payments	\$50.00		Conversion,
100053501			10/18/2022	E0106704-1	21000061	P	PY	Payments	\$50.00		Conversion,
100053601			10/18/2022	E0112803-1	21002754	P	PY	Payments	\$50.00		Conversion,
100054401			10/19/2022	E0114733-1	21003948	P	PY	Payments	\$211.00		Conversion,
100054501			10/19/2022	CE20-0065-1	20001513	P	PY	Payments	\$88.00		Conversion,
100054101			10/19/2022	E0108214-1	21000570	P	PY	Payments	\$101.00		Conversion,
100054001			10/19/2022	E0108675-1	21003550	P	PY	Payments	\$211.00		Conversion,
100053901			10/19/2022	E0108697-1	21003653	P	PY	Payments	\$141.00		Conversion,
100055301			10/19/2022	E0109257-1	21000707	P	PY	Payments	\$20.00		Conversion,
100054601			10/19/2022	E0109789-3	21001056	P	PY	Payments	\$100.00		Conversion,
100055401			10/19/2022	E0110443-1	21003904	P	PY	Payments	\$211.00		Conversion,
100054801			10/19/2022	E0111147-1	21003432	P	PY	Payments	\$100.00		Conversion,
100054901			10/19/2022	E0111173-1	21003607	P	PY	Payments	\$100.00		Conversion,
100055001			10/19/2022	E0111263-1	21001706	P	PY	Payments	\$316.00		Conversion,
			10/19/2022	E0111651-1	21003675	P	PY	Payments	\$141.00		Conversion,
									\$61.00		Conversion,

Receipt Listing

FREEPORT MUNICIPAL COURT
11/2/2022 10:47:59 AM

Detail Report For 10/01/2022 - 10/31/2022

Receipt #	VR	VC	Receipt Date	Citation # - Viol.	Docket #	Trans. Code	Type Def.	Transaction Description	Paid Amount	Non Cash Amount	Created By
100055101			10/19/2022	E0113111-1	21003901	P	PY	Payments	\$100.00		Conversion,
100054201			10/19/2022	E0113471-1	21003279	P	PY	Payments	\$231.00		Conversion,
100054301			10/19/2022	E0114496-1	21003867	P	PY	Payments	\$70.00		Conversion,
100056001			10/20/2022	E0103666-1	20001723	P	PY	Payments	\$88.00		Conversion,
100056401			10/20/2022	E0106381-1	20001144	P	PY	Payments	\$50.00		Conversion,
100055801			10/20/2022	E0110369-1	21003633	P	PY	Payments	\$316.00		Conversion,
100055901			10/20/2022	E0111501-1	21002986	P	PY	Payments	\$40.00		Conversion,
100056101			10/20/2022	E0111655-1	21003686	P	PY	Payments	\$211.00		Conversion,
100056201			10/20/2022	E0113005-1	21003475	P	PY	Payments	\$316.00		Conversion,
100055601			10/20/2022	E0113090-1	21003805	P	PY	Payments	\$144.00		Conversion,
100056501			10/20/2022	E0113092-1	21003849	P	PY	Payments	\$249.00		Conversion,
100056601			10/20/2022	E0113483-1	21003310	P	PY	Payments	\$266.00		Conversion,
100056701			10/20/2022	E0113617-1	21003570	P	PY	Payments	\$50.00		Conversion,
100055501			10/20/2022	E0113948-1	21003629	P	PY	Payments	\$186.00		Conversion,
100057101			10/21/2022	E0092733-1	18000009	P	PY	Payments	\$100.00		Conversion,
100057601			10/21/2022	E0104910-1	20000605	P	PY	Payments	\$100.00		Conversion,
100057501			10/21/2022	E0109436-1	21001650	P	PY	Payments	\$20.00		Conversion,
100057301			10/21/2022	E0109612-1	21002232	P	PY	Payments	\$25.00		Conversion,
100057401			10/21/2022	E0113022-1	21003493	P	PY	Payments	\$20.00		Conversion,
100056801			10/21/2022	E0113127-1	21003935	P	PY	Payments	\$261.00		Conversion,
100057701			10/21/2022	E0113614-1	21003565	P	PY	Payments	\$20.00		Conversion,
100057201			10/21/2022	E0113644-1	21003640	P	PY	Payments	\$165.00		Conversion,
100056901			10/21/2022	E0113949-1	21003630	P	PY	Payments	\$196.00		Conversion,
100057801			10/21/2022	E0113971-1	21003702	P	PY	Payments	\$151.00		Conversion,
100057001			10/21/2022	E0114513-1	21003936	P	PY	Payments	\$211.00		Conversion,
100056201			10/24/2022	E0108602-1	21003093	P	PY	Payments	\$200.00		Conversion,
100056301			10/24/2022	E0112487-1	21003620	P	PY	Payments	\$20.00		Conversion,
100058401			10/24/2022	E0112835-1	21002848	P	PY	Payments	\$131.00		Conversion,
100057901			10/24/2022	E0113520-1	21003366	P	PY	Payments	\$20.00		Conversion,
100058001			10/24/2022	E0113987-2	21003792	P	PY	Payments	\$100.00		Conversion,
100058101			10/24/2022	E0114730-1	21003918	P	PY	Payments	\$10.00		Conversion,
100056601			10/25/2022	E0109590-1	21002130	P	PY	Payments	\$100.00		Conversion,
100058501			10/25/2022	E0110360-1	21003582	P	PY	Payments	\$100.00		Conversion,
100056801			10/26/2022	E0103588-1	20001070	P	PY	Payments	\$161.00		Conversion,
100056901			10/26/2022	E0104900-1	20000551	P	PY	Payments	\$211.00		Conversion,
100059301			10/26/2022	E0108152-1	21002495	P	PY	Payments	\$299.00		Conversion,
100059201			10/26/2022	E0110374-1	21003663	P	PY	Payments	\$151.00		Conversion,
100059001			10/26/2022	E0111632-2	21003554	P	PY	Payments	\$25.00		Conversion,

Receipt Listing

FREEPORT MUNICIPAL COURT

11/2/2022 10:47:59 AM

Detail Report For 10/01/2022 - 10/31/2022

Receipt #	VR	VC	Receipt Date	Citation #-Viol.	Docket #	Trans. Code	Type Def.	Transaction Description	Paid Amount	Non Cash Amount	Created By
100059101			10/26/2022	E0113016-1	21003484	P	PY	Payments	\$196.00		Conversion,

Report Totals	Transactions:		158	\$24,493.89	\$0.00
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Receipt Listing

FREEPORT MUNICIPAL COURT
11/2/2022 10:47:59 AM

Totals For 10/01/2022 - 10/31/2022

Transaction Description	Transactions	Paid Amount	Non Cash Amount
Applied Bond	1	\$141.00	\$0.00
Cash Bond	6	\$1,018.00	\$0.00
Converted Bond Refund - Cash Drawer	1	(\$300.00)	\$0.00
Forfeited Bond	1	\$200.00	\$0.00
Payments	149	\$23,434.89	\$0.00
Report Totals	168	\$24,493.89	\$0.00

Receipt Listing

FREEPORT MUNICIPAL COURT
11/2/2022 10:47:59 AM

Totals For 10/01/2022 - 10/31/2022

Transaction Type	Transactions	Paid Amount	Non Cash Amount
AB-Applied Bond	3	(\$141.00)	\$0.00
BP-Bond Posted	3	\$1,500.00	\$0.00
BR-Bond Refund	1	(\$300.00)	\$0.00
FB-Forfeited Bond	2	\$0.00	\$0.00
PY-Payment	149	\$23,434.89	\$0.00

Report Totals 158 \$24,493.89 \$0.00

Receipt Listing

FREEPORT MUNICIPAL COURT

11/2/2022 10:47:59 AM

Totals For 10/01/2022 - 10/31/2022

Offense Type	Transactions	Paid Amount	Non Cash Amount
-	7	\$718.00	\$0.00
O-CITY ORDINANCE	4	\$251.00	\$0.00
S-STATE LAW	13	\$3,447.60	\$0.00
T-TRAFFIC	134	\$20,077.29	\$0.00
Report Totals	158	\$24,493.89	\$0.00

Warrant Listing

Municipal Court

11/2/2022 9:01:00 AM

Warrant Listing For 10/01/2022 - 10/31/2022

Name	Warrant #	Type	Status	Date	Time	Issued	Docket #	Citation #/Viol.	Amount Due
SMITH, KIMBERLY NADINE	20000152	AW	ARREST WARRANT	10/06/2022	4:23 PM	10/06/2022	20000152	E0103839-1	\$444.00
Race:W Gender:F DOB: 5/27/1987			DRIVING WHILE LICENSE INVALID						
STEPHENS, BILLY	21000243	AW	ARREST WARRANT	10/06/2022	4:23 PM	10/06/2022	21000243	21-0188-1	\$374.00
Race: Gender:M DOB: 6/15/1973			THEFT						
VILLANUEVA, ALISON LORRINE	21003216	AW	ARREST WARRANT	10/06/2022	4:23 PM	10/06/2022	21003216	E0112923-1	\$374.00
Race:W Gender:F DOB: 6/16/1978			FAILURE TO MAINTAIN FINANCIAL RESPONSIBILITY						\$424.00
			# Of Warrants: 1						Amount Due: \$424.00

Report Totals: # Of Warrants: 357 Amount Due: \$116,649.10

Warrant Listing

Municipal Court

11/2/2022 10:19:19 AM

Warrant Listing For 01/01/1900 - 10/31/2022

Name	Warrant #	Type	Status	Date	Time	Issued	Docket #	Citation #/Viol.	Amount Due
ZUNIGA, NEYVA PAMELA Race:W Gender:F	100003027F	CP	Recalled	10/19/2012	1:46 PM	10/09/2012	100003027F	E0009602F-1	\$0.00
	100003027F	AW	Recalled	08/15/2012	9:02 AM	09/01/2011	100003027F	E0009602F-1	\$0.00
	100003027F	CP	Recalled	11/18/2021	12:02 PM	09/28/2013	100003027F	E0009602F-1	\$0.00
	2012001289	CP	Recalled	08/16/2012	11:06 AM	05/31/2012	2012001289	12000747A-1	\$0.00
				ASSAULT PHYSICAL CONTACT/FV					
				# Of Warrants: 24				Amount Due:	\$0.00
ZUNIGA, ROEL Race:H Gender:M	2012000935	AW	Recalled	02/27/2013	4:19 PM	05/17/2012	2012000935	E0006982-1	\$0.00
	2012001406	AW	Recalled	02/27/2013	4:19 PM	05/17/2012	2012001406	E0006982F-1	\$0.00
				FAILURE TO APPEAR					
				# Of Warrants: 2				Amount Due:	\$0.00
ZUNIGA, SONIA Race:H Gender:F	16001453	AW	Recalled	07/13/2016	8:07 AM	07/05/2016	16001453	E0085573-1	\$0.00
	16001907	AW	Recalled	07/13/2016	8:09 AM	07/05/2016	16001907	E0085573F-1	\$0.00
				FAILURE TO APPEAR					
				# Of Warrants: 2				Amount Due:	\$0.00
ZURITA, MARK ANTHONY Race:W Gender:M	14000857	CP	Recalled	10/21/2015	4:14 PM	05/02/2014	14000857	140000565-1	\$0.00
				PUBLIC INTOXICATION					
				# Of Warrants: 1				Amount Due:	\$0.00
ZWAHIR, JEFFERY MASON Race:W Gender:M	020004266	CP	Recalled	11/05/2002	10:08 AM	11/01/2002	020004266	11673-1	\$0.00
	030000931	CP	Recalled	10/11/2003	12:11 PM	09/30/2003	030000931	030002411-1	\$0.00
				PUBLIC INTOXICATION					
				# Of Warrants: 2				Amount Due:	\$0.00
ZWAIN, JOSEPH GEORGE Race:W Gender:M	1000003872	AW	Recalled	12/30/2011	12:18 PM	07/16/2011	1100000733	E0007079-1	\$0.00
	100003872F	AW	Recalled	12/30/2011	12:18 PM	07/16/2011	110000733F	E0007079F-1	\$0.00
				FAILURE TO APPEAR					
				# Of Warrants: 2				Amount Due:	\$0.00

Report Totals: # Of Warrants: 55548 Amount Due: \$1,450,946.28



FREEPORT POLICE DEPARTMENT

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

Danny Gillchriest
Captain

Jennifer Howell
Chief of Police

Corey Brinkman
Lieutenant

OCTOBER POLICE REPORT

I. CALLS FOR SERVICE

1605 calls for service were reported for the month.
Zuercher Records Management (RMS) reports to follow.

II. INCIDENTS

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

III. TRAFFIC STOPS

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

IV. TRAINING

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

- Dispatchers obtained CPR training by RC Health Services as required by TCOLE.
- Training coordinator Sgt Graham attended the TCOLE annual conference as required as a training provider.
- 9 employees including command staff, patrol, investigations and support services attended the Texas Division of Emergency Management Mass casualty Attack Response Workshop hosted by Brazosport ISD.

V. COMMUNITY EVENTS

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

- October 4th was the annual National Night Out event
- October 14th was the Blue Santa Golf Tournament
- October 15th Brazoria County Fair Parade
- October 27th Fright Night Trunk or Treat
- October 29th Lake Jackson Trunk or Treat
- October 29th Freeport Ghost Walk

The police department has the following upcoming events for November and December:

- November 11th Veteran's Day Parade
- November 19th Festival of Lights
- December 1st Holiday on the Brazos
- December 3rd Breakfast with Blue Santa



To Protect, Serve, Model Integrity and Demonstrate Professionalism

- December 12th – 18th Blue Santa Store
- December 13th Blue Santa at the PD
- December 14th Blue Santa appearance with FD
- December 15th Blue Santa appearance with FD

VI. STAFFING

DISPATCHERS:

No new hires.

Currently short 1 full time position

ANIMAL CONTROL OFFICER:

We have 1 ACO that received a conditional job offer and is scheduled to start November 29th.

POLICE OFFICER:

No new hires.

Currently short 4 full time positions.

Freeport Police Department

Monthly Call For Service CC

Printed on November 15, 2022

Description	Totals	
911 CALL	63	63
911 HANG UP	28	28
ABANDONED VEHICLE	3	3
ACCIDENT - FLEET	1	1
ACCIDENT - HIT & RUN	6	6
ACCIDENT - MAJOR	6	6
ACCIDENT - MINOR	18	18
ALARM - BUSINESS	17	17
ALARM - MEDICAL	1	1
ALARM - RESIDENTIAL	9	9
AMBULANCE CALL - FREEPORT	128	128
AMBULANCE CALL - OYSTER CREEK	16	16
AMBULANCE CALL - SURFSIDE	21	21
ANIMAL CONTROL - GENERAL	142	142
ANIMAL CONTROL - PENDING	4	4
ASSAULT	13	13
ATTEMPT TO SERVE - WARRANT	7	7
AUTO THEFT	2	2
BAR CHECK	18	18
BEACH PATROL	1	1
BROADCAST	7	7
BURGLARY - BUILDING	2	2
BURGLARY - HABITATION	2	2
BURGLARY - MOTOR VEHICLE	3	3
CHECKED OUT	1	1
CITY ORDINANCE VIOLATION	2	2
CIVIL MATTER	20	20
CIVIL STANDBY	7	7
CLERK CHECK	14	14
CLOSE PATROLLING AREA	111	111
COURTESY TRANSPORT	2	2
CPS RELATED INVESTIGATION	18	18
CREDIT/DEBIT CARD ABUSE	2	2
CRIMINAL MISCHIEF	9	9
CRIMINAL TRESPASSING	4	4
DEADLY CONDUCT	1	1
DEBRIS IN ROADWAY	6	6
DISCHARGE FIREARM	7	7
DISTURBANCE PHYSICAL	17	17
DISTURBANCE VERBAL	21	21
DISTURBANCE WEAPONS	2	2
DRIVING WHILE INTOXICATED	1	1

Description	Totals	
DUMPING ILLEGALLY	3	3
Duplicate Call	5	5
FIRE - ALARM	4	4
FIRE CALL	15	15
FLAGGED DOWN	1	1
FOLLOW UP	24	24
FOUND PROPERTY	4	4
GAS/CHEMICAL RELEASE	1	1
HARASSMENT	2	2
INSPECTION	16	16
JUVENILE COMPLAINTS	5	5
MENTAL HEALTH CALL/REFERAL	4	4
MISCELLANEOUS	55	55
MISSING JUVENILE	1	1
MISSING PERSON	1	1
MOTORIST ASSIST	29	29
NOISE COMPLAINT	15	15
OPEN DOOR/WINDOW	4	4
OTHER AGENCY ASSIST	22	22
PARKING VIOLATION	4	4
POLICE ESCORT	1	1
PRISONER TRANSPORT	15	15
PUBLIC INTOXICATION	5	5
RECKLESS CONDUCT	1	1
RECKLESS DRIVER	24	24
REPORT DROPPED IN ERROR	3	3
REPOSESSION VEHICLE	11	11
RUNAWAY	2	2
SPEAK WITH OFFICER	70	70
SPECIAL ASSIGNMENT	2	2
SPECIAL WATCH	7	7
SUBJECT CONTACT	26	26
SUICIDE	1	1
SUSPICIOUS CIRCUMSTANCE	48	48
SUSPICIOUS NOISE	5	5
SUSPICIOUS SUBJECT	32	32
SUSPICIOUS VEHICLE	8	8
TERRORISTIC THREATS	5	5
THEFT	10	10
TOWED VEHICLE	13	13
TRAFFIC COMPLAINT	8	8
TRAFFIC CONTROL	3	3
TRAFFIC STOP	271	271
UNAUTH USE OF A VEHICLE	4	4
UNWANTED SUBJECT	16	16
WATER / STREET DEPT CALLOUT	10	10

Description	Totals	
WELFARE CONCERN	25	25
	1	1
Totals	1605	1605

Freeport Police Department

Monthly Incidents CC

Printed on November 15, 2022

Reported	Case Number	Offenses	Description
10/01/22	FPD22-1398	DRIVING WHILE INTOXICATED	TRAFFIC STOP
10/01/22	FPD22-1399	DRIVING WHILE INTOXICATED	TRAFFIC STOP
10/01/22	FPD22-1401	CAPIAS WARRANT	PRISONER TRANSPORT
10/01/22	FPD22-1402	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
10/01/22	FPD22-1403	DUTY ON STRIKING UNATTENDED	ACCIDENT - HIT & RUN
10/01/22	FPD22-1404	OTHER JURISDICTION WARRANT	TRAFFIC STOP
10/01/22	FPD22-1405	DRIVING WHILE INTOXICATED	TRAFFIC STOP
10/01/22	FPD22-1406	EVADING ARREST DET W/VEH;	DISTURBANCE PHYSICAL
10/01/22	FPD22-1407	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
10/02/22	FPD22-1408	INCIDENT REPORT	BURGLARY - MOTOR VEHICLE
10/02/22	FPD22-1409	ASSAULT BY PHYSICAL CONTACT	ASSAULT
10/02/22	FPD22-1410	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
10/02/22	FPD22-1411	INCIDENT REPORT	RUNAWAY
10/02/22	FPD22-1412	ASSAULT CAUSES minor or no injury	SPEAK WITH OFFICER
10/03/22	FPD22-1413		REPORT DROPPED IN ERROR
10/03/22	FPD22-1414	INCIDENT REPORT	UNWANTED SUBJECT
10/03/22	FPD22-1415	INCIDENT REPORT	TERRORISTIC THREATS
10/03/22	FPD22-1416	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
10/04/22	FPD22-1417	ASSAULT CAUSES minor or no injury	ASSAULT
10/04/22	FPD22-1418	DUTY ON STRIKING UNATTENDED	ACCIDENT - HIT & RUN
10/05/22	FPD22-1419	ASSAULT CAUSES BODILY INJURY	ASSAULT
10/05/22	FPD22-1420	CRIMINAL MISCHIEF >=\$100<\$750	SUSPICIOUS SUBJECT
10/05/22	FPD22-1421	CRUELTY TO ANIMALS	SPEAK WITH OFFICER
10/05/22	FPD22-1422	THEFT CLASS C	THEFT
10/05/22	FPD22-1423		REPORT DROPPED IN ERROR
10/05/22	FPD22-1424	DRIVING WHILE INTOXICATED 2ND	TRAFFIC STOP
10/06/22	FPD22-1425		PRISONER TRANSPORT
10/06/22	FPD22-1426	ASSAULT BY PHYSICAL CONTACT	ASSAULT
10/07/22	FPD22-1427		ACCIDENT - MINOR
10/07/22	FPD22-1428	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
10/07/22	FPD22-1429	UNAUTH USE OF VEHICLE	UNAUTH USE OF A VEHICLE
10/08/22	FPD22-1430	DRIVING WHILE INTOXICATED 3RD	DRIVING WHILE INTOXICATED
10/08/22	FPD22-1431	ASSAULT BY THREATS	UNWANTED SUBJECT
10/08/22	FPD22-1432	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
10/08/22	FPD22-1433	PUBLIC INTOXICATION	DISTURBANCE VERBAL
10/09/22	FPD22-1434	RESIST ARREST SEARCH OR	TRAFFIC STOP
10/09/22	FPD22-1435	PUBLIC INTOXICATION	DISCHARGE FIREARM
10/09/22	FPD22-1436		REPORT DROPPED IN ERROR
10/09/22	FPD22-1437	CITY WARRANT	TRAFFIC STOP
10/10/22	FPD22-1438	ASSAULT CAUSES minor or no injury	UNWANTED SUBJECT
10/10/22	FPD22-1439	DEATH INVESTIGATION	WELFARE CONCERN
10/10/22	FPD22-1440	ASSAULT CAUSES BODILY INJURY	ASSAULT
10/10/22	FPD22-1442	PUBLIC INTOXICATION; PAROLE	TRAFFIC STOP

Reported	Case Number	Offenses	Description
10/10/22	FPD22-1441	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
10/10/22	FPD22-1443	EVADING ARREST DETENTION	SUSPICIOUS SUBJECT
10/11/22	FPD22-1444	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
10/11/22	FPD22-1445	PUBLIC INTOXICATION	CRIMINAL TRESPASSING
10/11/22	FPD22-1446		THEFT
10/11/22	FPD22-1447	THEFT FROM PERSON	SUSPICIOUS CIRCUMSTANCE
10/11/22	FPD22-1448	TERRORISTIC THREAT CAUSE	DISTURBANCE WEAPONS
10/12/22	FPD22-1449	EVADING ARREST DETENTION;	OTHER AGENCY ASSIST
10/12/22	FPD22-1450	ASSAULT CAUSES BODILY INJURY	DISTURBANCE PHYSICAL
10/12/22	FPD22-1451	DISORDERLY CONDUCT	DISCHARGE FIREARM
10/13/22	FPD22-1452	INCIDENT REPORT	911 HANG UP
10/13/22	FPD22-1453		REPORT DROPPED IN ERROR
10/13/22	FPD22-1454	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
10/13/22	FPD22-1455	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
10/13/22	FPD22-1456	INCIDENT REPORT	RUNAWAY
10/14/22	FPD22-1457	BURGLARY OF HABITATION	THEFT
10/14/22	FPD22-1458	BURGLARY OF VEHICLE - theft from	BURGLARY - MOTOR VEHICLE
10/14/22	FPD22-1459	DRIVING WHILE	TRAFFIC STOP
10/14/22	FPD22-1460	POSSESSION OF DRUG	SUSPICIOUS CIRCUMSTANCE
10/15/22	FPD22-1461	DEATH INVESTIGATION	AMBULANCE CALL - FREEPORT
10/15/22	FPD22-1462	CRIMINAL TRESPASS; OTHER	ATTEMPT TO SERVE - WARRANT
10/15/22	FPD22-1464	DRIVING WHILE INTOXICATED 2ND	RECKLESS DRIVER
10/15/22	FPD22-1463	D.O.C. FIGHTING WITH ANOTHER	UNWANTED SUBJECT
10/15/22	FPD22-1465		FOUND PROPERTY
10/16/22	FPD22-1466	CRIMINAL TRESPASS	DISTURBANCE VERBAL
10/16/22	FPD22-1467	ASSAULT CAUSES minor or no injury	DISTURBANCE VERBAL
10/16/22	FPD22-1468	DRIVING WHILE	TRAFFIC STOP
10/17/22	FPD22-1469	OTHER JURISDICTION WARRANT;	TRAFFIC STOP
10/17/22	FPD22-1470	ALLOWING DOG TO RUN AT LARGE	AMBULANCE CALL - FREEPORT
10/17/22	FPD22-1471	INCIDENT REPORT	RUNAWAY
10/17/22	FPD22-1472	INCIDENT REPORT	SUSPICIOUS CIRCUMSTANCE
10/17/22	FPD22-1473	THEFT PROP >=\$750<\$2,500	THEFT
10/18/22	FPD22-1474	FAIL TO REMAIN AND REPORT	ACCIDENT - MINOR
10/18/22	FPD22-1475	FRAUD - GENERAL	SPEAK WITH OFFICER
10/19/22	FPD22-1476	POSS MARIJ <2OZ	TRAFFIC STOP
10/19/22	FPD22-1478	TERRORISTIC THREAT	SPEAK WITH OFFICER
10/19/22	FPD22-1477	INCIDENT REPORT	FOUND PROPERTY
10/19/22	FPD22-1479	POSS DANGEROUS DRUG	SUSPICIOUS SUBJECT
10/19/22	FPD22-1480	INCIDENT REPORT	RUNAWAY
10/20/22	FPD22-1481	CAPIAS WARRANT	TRAFFIC STOP
10/20/22	FPD22-1482	THEFT CLASS C	THEFT
10/20/22	FPD22-1484	ASSAULT CAUSES minor or no injury	ASSAULT
10/20/22	FPD22-1483	CITY WARRANT	TRAFFIC STOP
10/21/22	FPD22-1485	THEFT OF SERV >=\$100<\$750;	UNAUTH USE OF A VEHICLE
10/21/22	FPD22-1486	INCIDENT REPORT	AMBULANCE CALL - FREEPORT
10/21/22	FPD22-1487	HARASSMENT	TERRORISTIC THREATS
10/21/22	FPD22-1488	CRIMINAL TRESPASS	CRIMINAL TRESPASSING

Reported	Case Number	Offenses	Description
10/21/22	FPD22-1489	THEFT PROP >=\$100<\$750	THEFT
10/21/22	FPD22-1490	ASSAULT CAUSES BODILY INJURY	ASSAULT
10/21/22	FPD22-1491	PUBLIC INTOXICATION	SUSPICIOUS CIRCUMSTANCE
10/22/22	FPD22-1492	PUBLIC INTOXICATION	PUBLIC INTOXICATION
10/22/22	FPD22-1493	PUBLIC INTOXICATION	SUSPICIOUS VEHICLE
10/22/22	FPD22-1494	ASSAULT CAUSES minor or no injury	ASSAULT
10/22/22	FPD22-1495	UNAUTH USE OF VEHICLE;	ACCIDENT - HIT & RUN
10/22/22	FPD22-1498	INCIDENT REPORT	MENTAL HEALTH CALL/REFERAL
10/22/22	FPD22-1496	INCIDENT REPORT	FOUND PROPERTY
10/22/22	FPD22-1497	CRIMINAL MISCHIEF >=\$750<\$2,500	FIRE CALL
10/22/22	FPD22-1499	INCIDENT REPORT	ANIMAL CONTROL - GENERAL
10/22/22	FPD22-1500		UNAUTH USE OF A VEHICLE
10/22/22	FPD22-1501	DRIVING WHILE INTOXICATED	SUSPICIOUS VEHICLE
10/23/22	FPD22-1502	INCIDENT REPORT	ACCIDENT - FLEET
10/23/22	FPD22-1503	CRIMINAL TRESPASS	UNWANTED SUBJECT
10/23/22	FPD22-1504	INCIDENT REPORT	SPEAK WITH OFFICER
10/23/22	FPD22-1505	INCIDENT REPORT	SPEAK WITH OFFICER
10/23/22	FPD22-1506	PUBLIC INTOXICATION	PUBLIC INTOXICATION
10/23/22	FPD22-1507	DRIVING WHILE	RECKLESS DRIVER
10/24/22	FPD22-1508		REPORT DROPPED IN ERROR
10/24/22	FPD22-1510	INCIDENT REPORT	INCIDENT REPORT
10/24/22	FPD22-1509	CRIMINAL TRESPASS; AGG	FIRE CALL
10/25/22	FPD22-1511		REPORT DROPPED IN ERROR
10/25/22	FPD22-1512	CRIMINAL TRESPASS	CRIMINAL TRESPASSING
10/25/22	FPD22-1513	POSS CS PG 1/1-B <1G; POSS CS	RECKLESS DRIVER
10/26/22	FPD22-1514	CREDIT CARD OR DEBIT CARD	CREDIT/DEBIT CARD ABUSE
10/27/22	FPD22-1515	CPS/APS REFERRAL	DISTURBANCE PHYSICAL
10/27/22	FPD22-1516	THEFT CLASS C; POSS CS PG 1/1-B	THEFT
10/27/22	FPD22-1517	BURGLARY OF VEHICLE - stolen	BURGLARY - MOTOR VEHICLE
10/27/22	FPD22-1518	INCIDENT REPORT	DISTURBANCE PHYSICAL
10/28/22	FPD22-1519	OTHER JURISDICTION WARRANT	DISTURBANCE VERBAL
10/28/22	FPD22-1520	CRIMINAL MISCHIEF >=\$100<\$750	CRIMINAL MISCHIEF
10/28/22	FPD22-1521	CRIMINAL MISCHIEF >=\$100<\$750	JUVENILE COMPLAINTS
10/29/22	FPD22-1522	PUBLIC INTOXICATION	SUSPICIOUS SUBJECT
10/29/22	FPD22-1524	ASSAULT BY PHYSICAL CONTACT	ASSAULT
10/29/22	FPD22-1523	POSSESSION OF DRUG	SUSPICIOUS VEHICLE
10/29/22	FPD22-1525	ASSAULT BY PHYSICAL CONTACT	DISTURBANCE PHYSICAL
10/30/22	FPD22-1526	PUBLIC INTOXICATION	DISTURBANCE VERBAL
10/30/22	FPD22-1527	BURGLARY OF HABITATION	BURGLARY - HABITATION
10/31/22	FPD22-1528	DRIVING WHILE INTOXICATED	SUSPICIOUS SUBJECT
10/31/22	FPD22-1529	THEFT PROP >=\$100<\$750	THEFT
10/31/22	FPD22-1530	D.O.C. OBSCENE LANGUAGE	DISTURBANCE VERBAL

Total Records: 132

Freeport Police Department

Monthly Traffic Stops CC

Printed on November 15, 2022

Descriptions	Totals	
Advice Given	1	1
Arrest	33	33
Citation Issued	69	69
Citation Issued ; Transport Made/Escort Given	1	1
CTW Issued	1	1
CVE - No Violation	10	10
Handled By Officer / Deputy	3	3
Verbal Warning Issued	9	9
Written Warning Issued	199	199
Written Warning Issued; Advice Given	1	1
Totals	327	327

Property & Monthly Report October 2022

Property:

- Lien Calculations/Payoff Preparations/Releases – Collected: \$ 344.70

Information Technology:

- Update website
- Update social media

GIS:

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

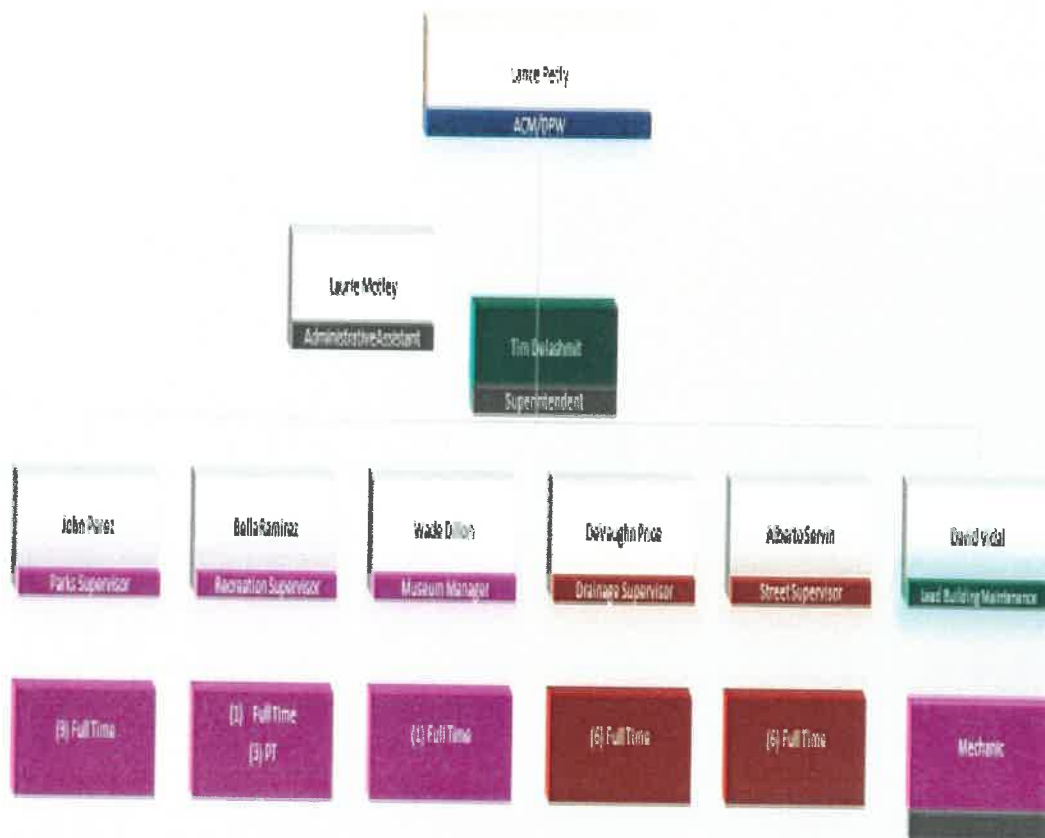
Projects:

- Surplus Auction 100%
 - October 2022 – Auction Held

PUBLIC WORKS MONTHLY REPORT NOVEMBER 2022

City of Freeport

DPW



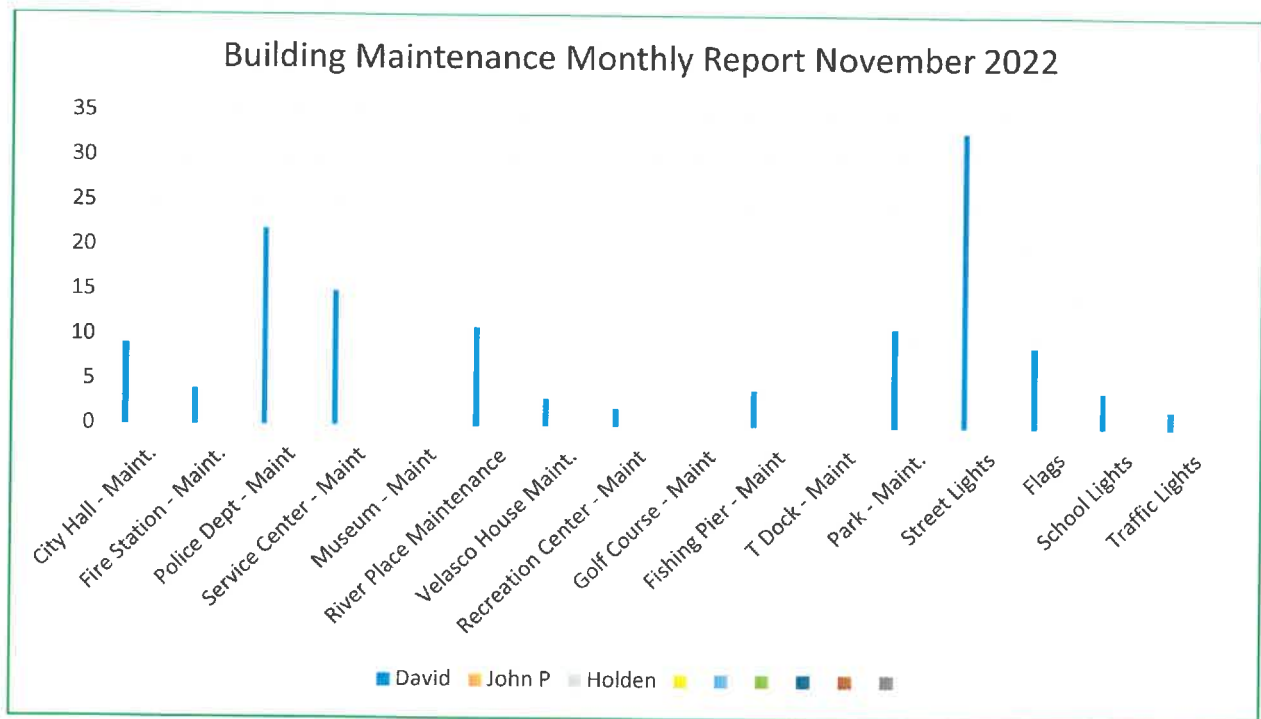
Key Activities

Building Maintenance Division

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

Key highlights this month:

1. Completed Entry Lighting
2. Major plumbing repair at Police Department
3. Roof leak repair at FS1



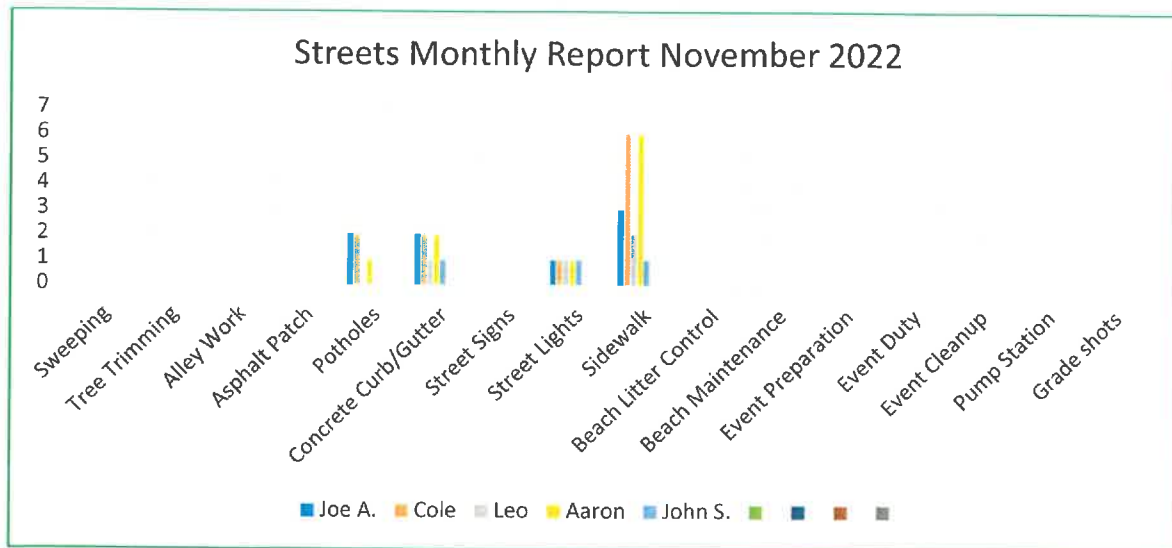
Key Activities

Streets Division

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

Key highlights this month:

1. Sidewalk Replacement Program – Avenue O
2. Sidewalk Replacement Program – Avenue M
3. City wide pot hole repairs



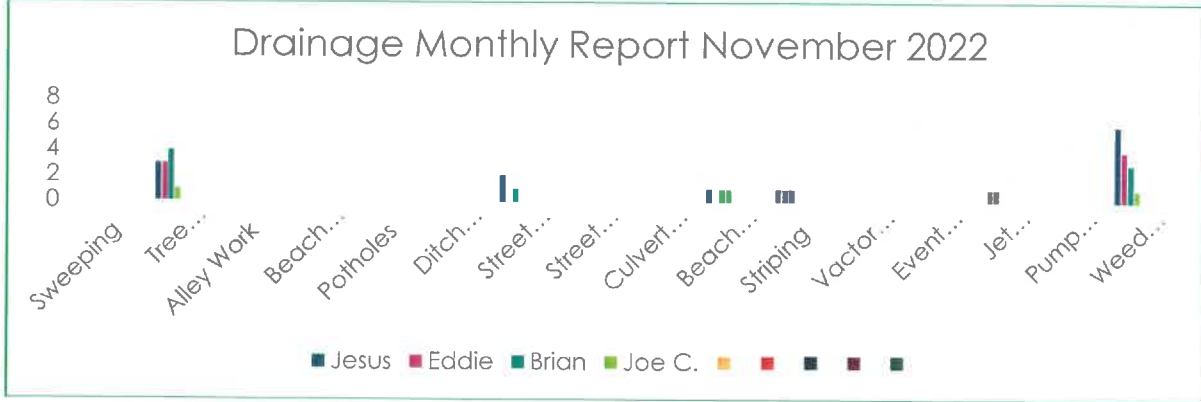
Key Activities

Drainage Division

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

Key highlights this month:

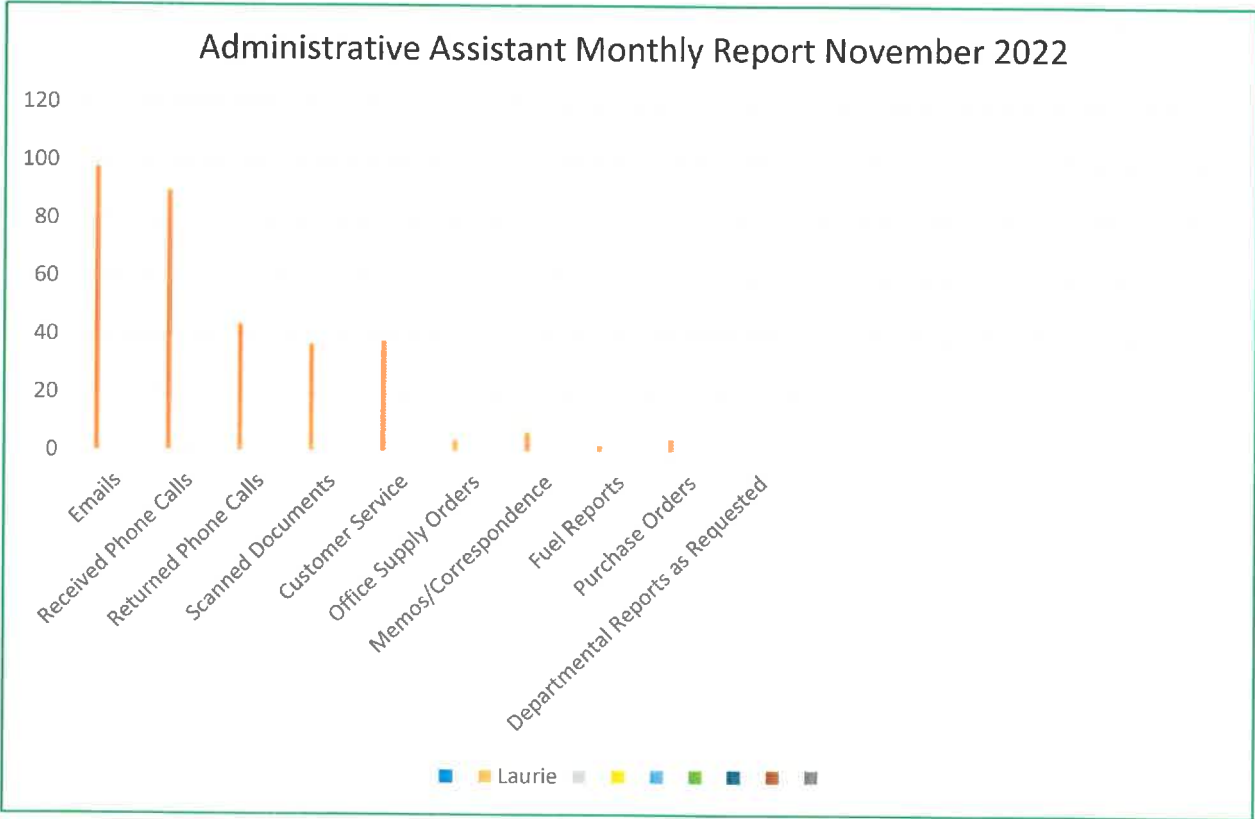
- 1. Weed control all quadrants
- 2. Completed Palm Tree Trimming
- 3. Installation reflectors on Velasco (Gulf to Front)



Key Activities

Administration

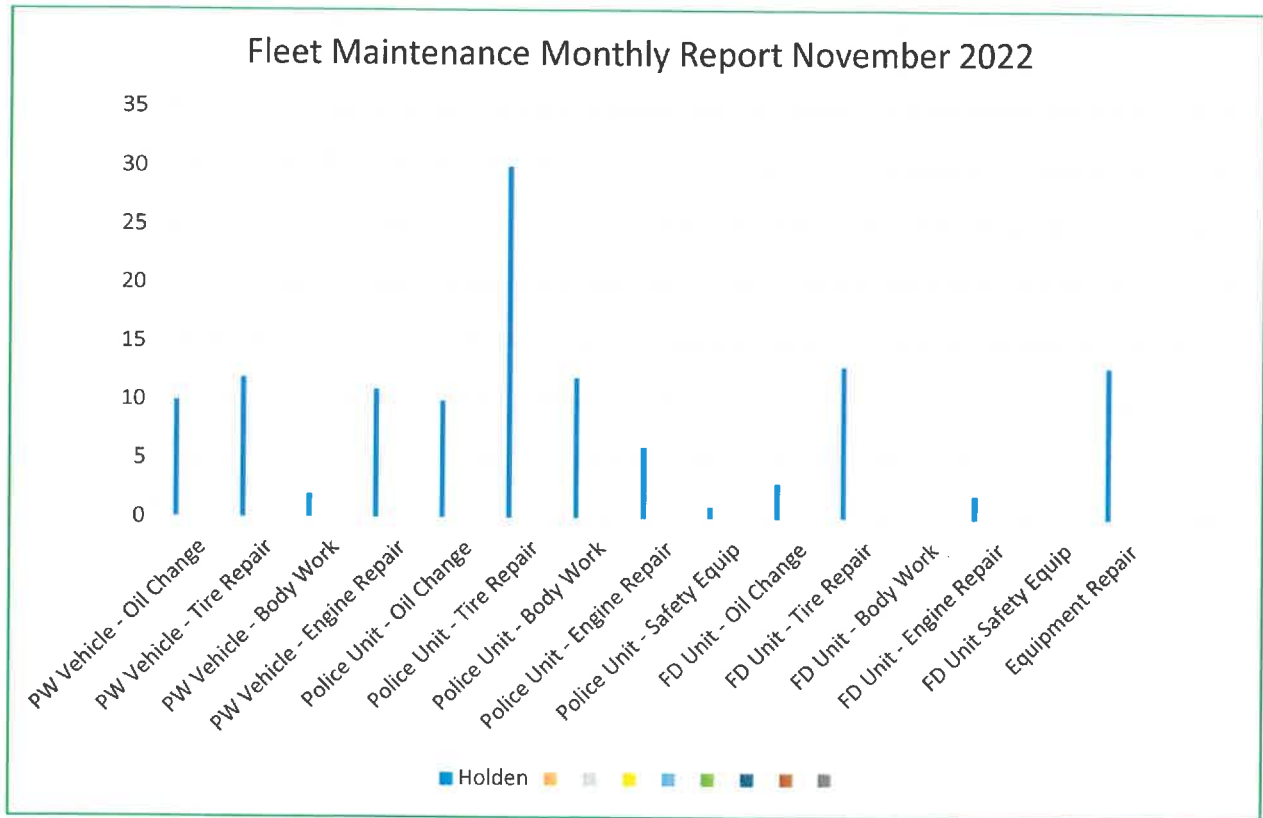
Under the direction of the Director of Public Works, this position is responsible for all customer service and administrative work for the department



Key Activities

Fleet Maintenance

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



Key Activities

Recreation

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

- Seniors Day & Commissions Meeting-October 17th (Every 3rd Monday of the month)
- Staff Updates- We are looking for one part time Rec Attendant.
- Current Programming- We have one Zumba instructor that has class 8:30- 9:30 am on Mondays, Wednesdays and Saturdays and 6- 7 pm on Wednesdays.
- Events- We had Fright night on 10/27 and we are currently working on holiday on the Brazos and Basketball



THE CITY OF FREEPORT PRESENTS
FREEPORT YOUTH BASKETBALL LEAGUE

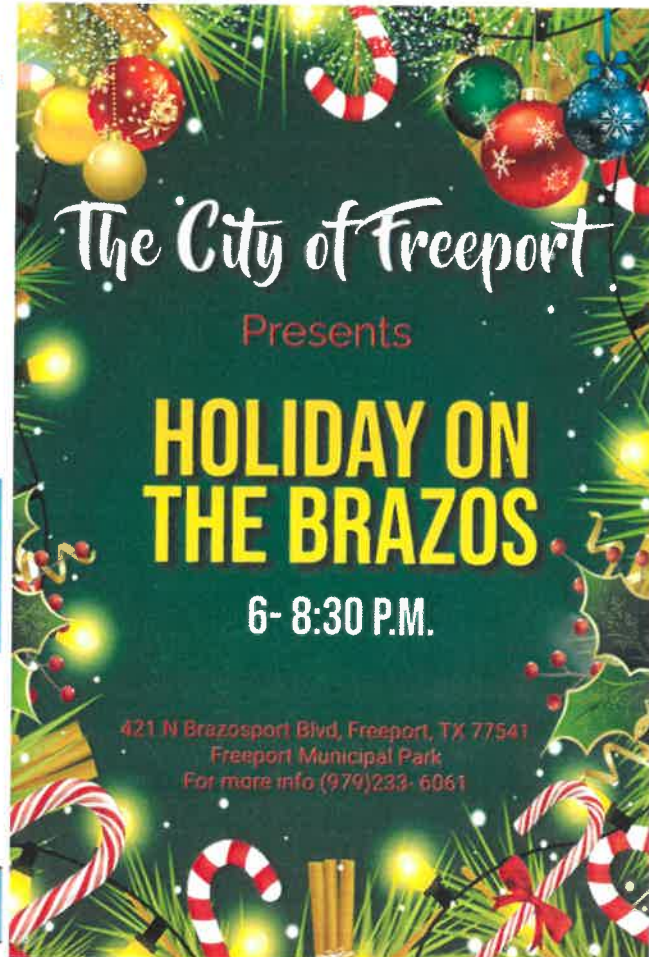
Volunteer Coaches are needed

REGISTRATION FEE:
EARLY REGISTRATION: NOW- OCTOBER 31:
\$45 PER CHILD;
\$40 EACH ADDITIONAL CHILD
LATE REGISTRATION: NOVEMBER 1-21:
\$50 PER CHILD;
\$45 EACH ADDITIONAL CHILD

AGES 5-12*
*MUST BE 5 YEARS OF AGE BY FIRST SEASON GAME

FREEPORT RECREATION CENTER
803 MYSTERY HARBOR LANE
FREEPORT, TEXAS 77541

FOR MORE INFORMATION: (979) 233-6061
recreationcenter@freeport.tx.us



The City of Freeport
Presents
HOLIDAY ON THE BRAZOS
6- 8:30 P.M.

421 N Brazosport Blvd, Freeport, TX 77541
Freeport Municipal Park
For more info (979)233- 6061

- Facebook Data-

	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022
People like Freeport Recreation page	3,048	3,073	3,103	3,136	3,161	3,189	3,206	3,213	3,223	3,235	3,243
People follow The Freeport Recreation page	3,133	3,168	3,198	3,241	3,270	3,317	3,338	3,343	3,353	3,363	3,378

- Revenue-

	Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022
Adult Daily Pass	\$95	\$250	\$275	\$295	\$80	\$340	\$445	\$465	\$365	\$175	\$300
Child Daily Pass	\$63	\$77	\$109	\$92	\$46	\$155	\$124	\$48	\$73	\$79	\$60
Senior Daily Pass	\$24	\$30	\$39	\$150	\$114	\$45	\$201	\$42	\$27	\$42	\$90
Student Daily Pass	\$249	\$234	\$159	\$213	\$117	\$225	\$462	\$219	\$252	\$138	\$70

- Attendance-

Dec. 2021	Jan. 2022	Feb. 2022	Mar. 2022	Apr. 2022	May 2022	Jun. 2022	Jul. 2022	Aug. 2022	Sept. 2022	Oct. 2022
\$120	\$90	\$60	\$270	\$180	\$330	\$690	\$360	\$180	\$120	\$30
\$240	\$540	\$640	\$620	\$660	\$840	\$640	\$620	\$1140	\$810	\$580
\$120	\$180	\$140	\$190	\$190	\$250	\$260	\$250	\$189	\$160	\$200
\$120	\$60	\$60	\$70	\$120	\$70	\$80	\$30	\$50	\$20	\$20

Recreation	Sept. 2022	Oct. 2022
Number hours sports fields are used	90	98
Facility rental revenue	\$16,060	2,450.00
Total number of hours of use for non-revenue rentals	10	23
Facility rentals	15	16
Sports field rentals	0	0
Total number of contract classes offered	15	17
Total number of contract classes held	15	17
Number of recreational programs offered	1 (Basketball)	1 (Basketball)
Number of events co-sponsored by the department	0	0
Number of non-profit organizations/public agencies that operate programs/services at park facilities at no cost for facility rental	10	2

Projects:

1. Concrete bid roads Phase I –90% complete
2. Concrete roads Phase II – Awarded will run concurrent with Phase I
3. County has started the Interlocal roads for this budget year. 90% complete
4. Started Sidewalk Replacement Program
5. Entry lighting complete
6. T Dock / Levee improvements
7. Parking Lot at Recreation Center
8. Parking Lot at Riverside ball fields
9. Re model at Velasco House
10. Repairs to service center warehouse structure (metal)



October 2022



Monthly Report

City of Freeport, TX.

Water and Wastewater Operations

I. Summary of work activities during the reporting month October - 2022

Parameter	October 2022	Year to Date
Recordable Accidents	0	0
Lost Time Accidents	0	0
Restricted Duty Days	0	0

a. Collections Systems and Wastewater Treatment Plant Operations and Maintenance

3. Sanitary Sewer Overflows

a. Actual SSO's in October = 0

5. Customer Service Calls =16

6. Emergency & Miscellaneous Repairs

a. Wastewater repairs =0

b. Manhole repairs = 0

ii. Wastewater Treatment Plant Operations

Parameter	Monthly Performance	Permit Limit
Permit Violations	0	
Average Daily Flow	0.556 MGD	2.25 MGD
Max Daily Flow	0.872 MGD	2.25 MGD
2 HR. Peak Daily Flow (gpm)	2780 gpm	5555 gpm
Influent TSS (mg/l)	341.59 mg/l	
Influent BOD (mg/l)	156.72 mg/l	
Effluent TSS (mg/l)	10.02 mg/l	20 mg/l
Effluent BOD (mg/l)	8.60 mg/l	20 mg/l
Effluent Coliform Geometric Mean (MPN)	34.8 MPN	35 MPN
Plant Odor Complaints	0	

1. Non-standard operating conditions –
 - a.
2. Regulatory agency reporting – All standard monthly reports submitted in a timely manner with no exceptions reported back from the regulator.
3. On 10/25/2022 – 10/27/2022, EPA and TCEQ was on site to conduct an inspection of the WWTP, lift stations, and water booster stations. Report should be received January 2023.

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

1. Total preventive maintenance work orders completed =371
2. Total corrective maintenance work orders completed =61
3. All wastewater collection system pump stations were routinely checked and maintained as scheduled
 - a. Wastewater pump stations monitored = 29
4. Maintenance projects
 - a. Repacked and re-aligned pump #2 at S. Ave. F pump station.
 - b. On 10/18/2022, repaired a collapsed sewer line at 1523 W. 9th.
 - c. On 10/19/2022, repaired leak on force main on Hwy. 332.
 - d. On 10/25/2022, repaired a collapsed sewer line at 722 W. 12th.

III. Listing of Permit Violations

- a. None

IV. Water Distribution System Operations & Maintenance

New Connects	48
Reconnects	89
Disconnects	34
Off for Non-payment	35
Off & Lock	90
Rereads	180
Repaired water leaks on City Lines	30

Customer Leaks	11
Replaced Meters	29
Pulled Meters	0
New Water Taps	1
Hung Tags	0
Replaced Service Lines	0
Replaced Water Meter Valves	0