



**AGENDA  
REGULAR MEETING  
FREEPORT CITY COUNCIL  
TUESDAY, JUNE 20, 2023 at 6:00 P.M.**

**Mayor:**

Brooks Bass

**Council Members:**

Jeff Pena  
Jerry Cain  
George Matamoros  
Winston Rossow

**City Manager:**

Timothy Kelty

**THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON TUESDAY, THE 20TH DAY OF JUNE, 2023, AT 6:00 P.M., AT THE FREEPORT, POLICE DEPARTMENT, MUNICIPAL COURT ROOM, 430 NORTH BRAZOSPORT BOULEVARD FREEPORT TEXAS**

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

**THE MEETING IS BEING HELD FOR THE FOLLOWING PURPOSES:**

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

**INVOCATION AND PLEDGE OF ALLEGIANCE:** (Council Member)

**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 May 2023. **(Kelty)**.
2. Presentation by Gulf Coast Transit District on the Non-Fixed Route System.

**COUNCIL BUSINESS – REGULAR SESSION:**

3. Consideration and possible action on the approval of City Council Meeting Minutes, from June 5, 2023 and the Special Meeting on June 7, 2023. **(Wells)**
4. Consideration and possible action approving Resolution No. 2023-2803 designating property owned by the City of Freeport for Parking in the downtown. **(Kelty)**
5. **Public Hearing:** Second reading and consideration of resolution approving an economic development agreement to be enacted by the Freeport Economic Development Corporation and Overland Group. **(Johnson)**
6. Consideration and possible action approving annual appointment of TIRZ Chairman. **(Kelty)**
7. Consideration and possible action approving the purchase of new fuel system. **(Petty)**
8. Consideration and possible action approving street repairs. **(Petty)**
9. Consideration and possible action approving Resolutions appointing members to the Beautification/Parks and Rec Board and the Senior Citizens Commission. **(Kelty)**
  - a. Resolution No. 2023-2804 Beautification/Parks and Rec Board.
  - b. Resolution No. 2023-2805 Senior Citizens Commission.

**WORK SESSION:**

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

**CLOSED SESSION:**

11. Executive Session regarding; (Consultation with Attorney) Pending or potential Litigation  
a. Veolia  
In accordance with Texas Government Code Annotated, Chapter 551, Sections 551.071.

**COUNCIL BUSINESS – REGULAR SESSION:**

12. Take any action resulting from Executive Session.

**ADJOURNMENT:**

13. Adjourn.

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


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

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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.

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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 2<sup>nd</sup> Street, Freeport Texas, before 6:00 p.m. in accordance with Open Meetings Act.

  
Betty Wells, City Secretary,  
City of Freeport, Texas



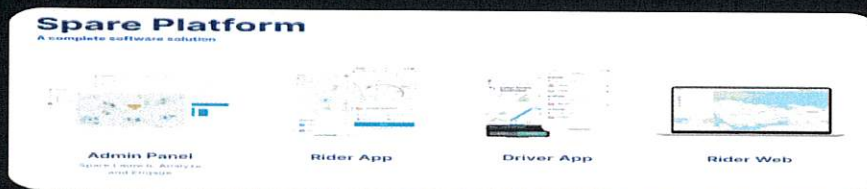
## GULF COAST TRANSIT DISTRICT AND SPARE LAB

### MICROTRANSIT AND ON-DEMAND RIDESHARE



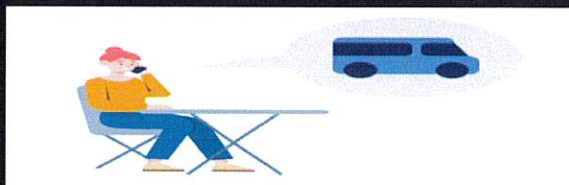
### SPARE PLATFORM OVERVIEW

- Spare Platform is a cloud-based SaaS solution for delivering any type of shared-ride service.
- Spare Platform consists of several modules to deliver reliable and cost-effective transit service.
- **Spare Rider** – (Mobile App and Web App). A customer-facing smartphone application, which allows passengers to create client accounts, book and manage trips (make a reservation) on Spare-powered services.
- **Spare Launch** – A backend mapping system that enables fully automated batch scheduling, dispatching, and reservations.
- **Spare Analyze** – Data collection and reporting dashboard that provides access to reporting and real-time service performance data, such as heat maps and service /fleet/trip search analytics. **Spare Launch and Analyze work together in tandem.**
- **Spare Driver App** – This app will be where drivers/operators will sign in and receive real-time, turn-by-turn trip instructions and information on an MDT device – communicated directly from the Spare Platform
- **Spare Engine** – Is a routing algorithm that continuously optimizes operations.



## BOOKING RIDES WITH SPARE RIDER APP

- Free to download for any rider, the Spare Rider app's sleek user interface and intuitive one-tap booking process, allows riders to plan, book, and pay for rides through transit services powered by Spare Platform.
- Riders will always receive vehicle location and trip updates. As these notifications are offered in real-time, riders are empowered with everything they need to know about their trip request.
- Riders departing the vehicle can be prompted to review their ride based on the experience of the trip so that a feedback loop is continuous for the service, its riders, and drivers.



## No Phone, No Problem

- Designed to mirror the functionality of the Spare Rider app, Spare Rider Web is the customer-facing app that allows riders who prefer to book trips in a web portal or do not have access to a smartphone to register, plan, book and pay for their trips.
- Using this portal, riders can view trips, trip history, check account balance and book trips with ease.

## Reservationist Call In Option

- Riders using this service can also opt to call in to a reservationist.
- While the agent is on the with the rider, they can provide real-time updates including estimated time of arrival (ETA) of the vehicle, vehicle type, driver name, expected duration of the trip and more.
- Riders can also view their trip history, load fares, check their account balance.



## Live Map

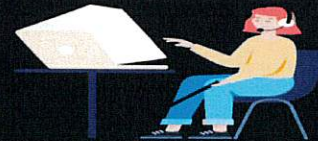


- Dispatchers can keep a close eye on the current day's operations and drill into challenges before they occur. Live Requests module enables dispatchers to have an overview of current on-time performance (OTP) for the day, including completed and predicted OTP and identify trends in OTP by breaking down by the hour.
- Administrators and dispatchers can view vehicle movement in real-time and the vehicles represent the drivers currently on duty. Vehicles are color-coded by green, yellow, red, blue, grey, and white to communicate vehicle status (i.e., on-time, 2-10 minutes late, >10 minutes late, idle with no trips, paused or unmatchable, or on a driver break), so that **administrators always have a 'bird eye view' of the transit system**

## Automated Dispatch

- Dispatching is completely automated with Spare's software. Spare Engine's industry-leading routing and ride assignment algorithms continuously optimize pickups, drop-offs, and routing while dynamically updating riders, drivers, administrators, and dispatchers with real time information.
- Whether it's a 1-vehicle or 30-vehicle service, this means that passengers will **always be assigned automatically by our system to the best-suited vehicle**—and group passengers headed in the same direction—into highly efficient shared (pooled) rides.

## Fare Rules



- Fares are automatically calculated in the back office of the platform using a **comprehensive fare rules tool that allows for a variety of fare calculations.**
- Riders will know their exact fare at time of booking.
- Payment subsidies can be set up through fare rules and group membership, which allows specific riders enrolled in a group to have their fare calculated at different subsidized rates.
- Spare Platform includes the ability to generate digital passes, such as per-trip stored-value passes, monthly passes, rolling passes, etc.

## TIME TRAVEL

- With the 'Time Travel' feature, Spare collects data which would allow GCTD to **go back in time and understand what was happening** on every single vehicle at any given time. This would allow you to audit a duty, address complaints, and know where the vehicle was at any given point in the past.

### REAL-TIME DATA

- Spare Driver delivers vehicle data in real-time, including fully automated turn-by-turn navigation.
- The Spare Driver app tracks and **sends all live vehicle data**, at frequent intervals, back to the Spare Launch Admin Portal.
- The platform then uses this information to provide **full live vehicle data to administrators and riders**, including live vehicle tracking, driving durations, service miles, unique vehicle identifications, accepted trip requests, and more.
- Live traffic is also accounted for to ensure the optimal route is always taken.

### Features to Help Drivers

- Voice guidance is available for drivers to focus on the road and **not get distracted**.
- Our Driver Nudging feature increases the interface's ease-of-use.
- When drivers forget to execute on a next task, Spare Driver monitors this and **nudges drivers with helpful prompts** when the app senses a task was not executed, ensuring **the workflow is seamless**.
- In addition, many drivers drive during times when there is little or no daylight. To provide a safe experience for the driver and riders, Spare Driver **automatically switches into Dark Mode**. If needed, this feature can be overridden in the settings.



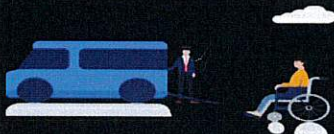
## Flagging Down a Ride

- Sometimes riders need to quickly hop on a vehicle without it being dispatched through from Spare Rider or a call center.
- To handle this, Spare Driver has Flag Down functionality.
- This enables the driver to **quickly add new trips** to the vehicle and inform the rider when their expected drop-off is.



### For Riders

- When riders request rides on the Spare Rider mobile app, they are given the option to select special accommodations they may need to take the trip.
- Riders can choose accessibility options, including wheelchair accessibility, small child accessibility, door-to-door access, and more.
- Those who require door-to-door access or wheelchair-accessible vehicles will be matched by Spare's routing and pooling algorithm to trips and drivers who can accommodate them.
- Additionally, the Spare Rider app supports iOS and Android accessibility features, such as live text-to-voice and screen reader support.



### For Riders Who Phone-In

- We understand that a large portion of the population do not use smartphones or are unbanked.
- Spare's technology and service approach accommodates diverse passenger groups and their distinct needs, including those for seniors and riders with disabilities and/or limited technology access.
- For riders without smartphone technology, administrators can easily book on-demand or scheduled rides on behalf of customers who phone in using our administrator module, Spare Launch.

**GCTD**  
GULF COAST TRANSIT DISTRICT

**spare**

The future of transportation is knocking, who is ready to let it in.

Thank you for your time today is there any questions?

**Gulf Coast Transit District**

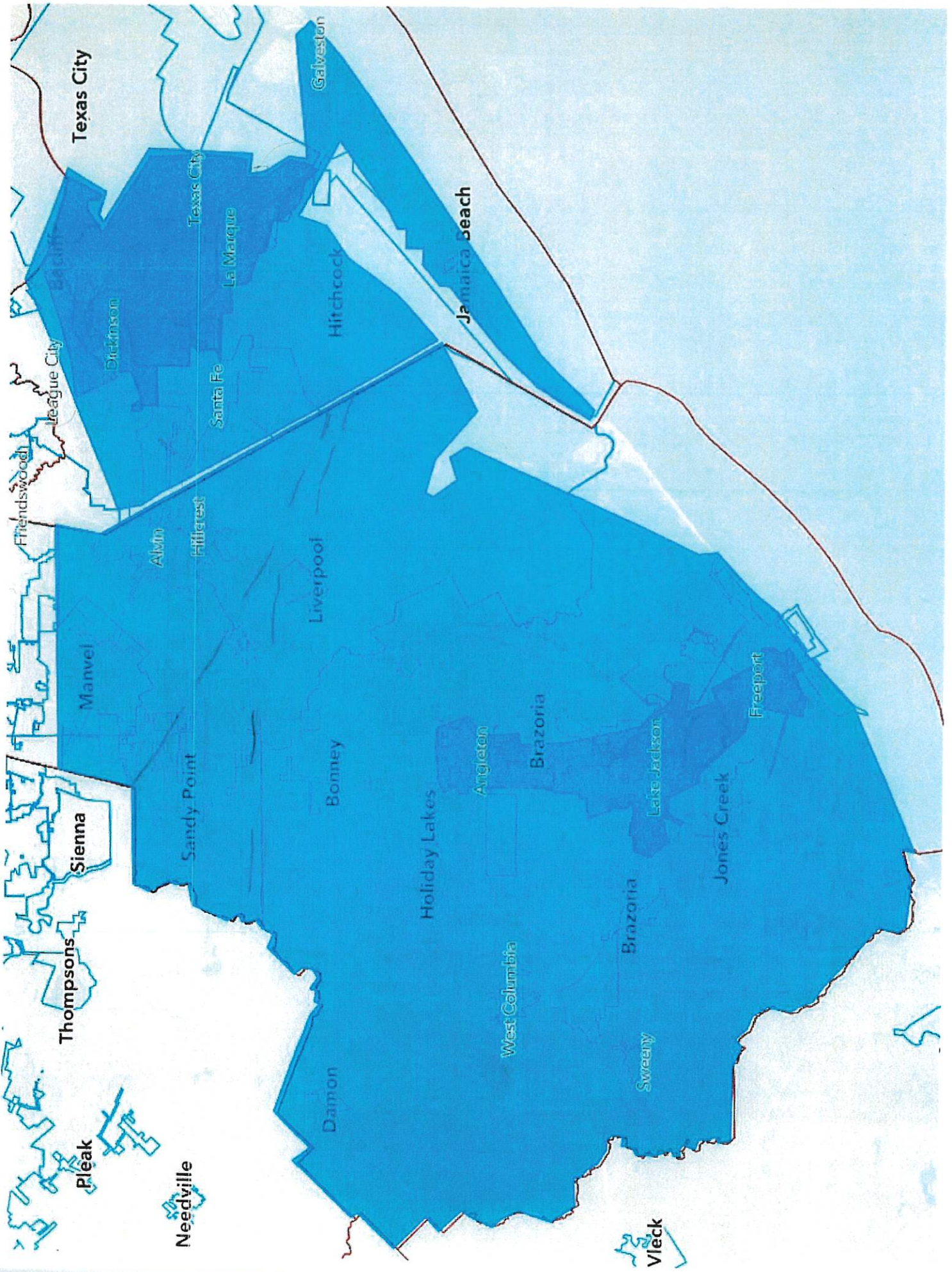
TED ROSS, DIRECTOR OF OPERATIONS

[tross@gulfcoasttransitdistrict.com](mailto:tross@gulfcoasttransitdistrict.com)

1-800-266-2320

BRAZORIA AND GALVESTON COUNTY





Texas City

Galveston

Jamaica Beach

Hitchcock

Dickinson

Texas City

La Marque

Santa Fe

Alvin

Hitchcock

Liverpool

Sienna

Sandy Point

Bonney

Brazoria

Angleton

Lake Jackson

Freeport

Thompsons

Holiday Lakes

Brazoria

Jones Creek

Pleak

Needville

West Columbia

Sweeny

Damon

Vleck

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, June 5, 2023 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Brooks Bass  
Councilman Jeff Pena  
Councilman Jerry Cain  
Councilman George Matamoros  
Councilman Winston Rossow

Staff: Tim Kelty, City Manager  
Lance Petty, Assistant City Manager/PWD  
Tommy Ramsey, Interim City Attorney  
Betty Wells, City Secretary  
Cathy Ezell, Finance Director  
Toby Cohen, IT Manager  
Donna Fisher, Human Resource Director  
Kacey Roman, Building Official  
Freeport Fire and Ems  
Jennifer Howell, Police Chief  
Chris Motley, Fire Chief  
Ana Silbas, Main Street Coordinator

Visitors:	David McGinty	John Garza
	Kenny Hayes	Nicole Mireles
	Sam Reyna	Shonda Marshall
	James Saccamanno	Karla Clark
	Manning Rollerson	Con McCleester
	Diane McCleester	Margaret McMahan
	Pam Dancy	Chris Duncan
	Landis Adams	James Carter
	Mark Parker	Tommy Pearson
	Jack Bullman	Keith Stumbaugh
	Margaret Bachman	Ron Bachman
	Raul Ramirez	Carol Parker
	Ruben Renobato	Amanda Goerdel
	Patti Richardson	Melanie Oldham

**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 Brooks Bass.

## **CITIZENS' COMMENTS:**

Margaret McMahan 1330 West 8, commended the Police Chief Jennifer Howell. Ms. McMahan said she complained about stray, loose dogs, and the Chief contacted her the next day. Ms. McMahan said the ACO and the PD has been on top of this. She also asked about agenda items which are tabled. Is there a plan in place to keep up with these, and if not, she asks that the city come up with something.

A. Goerdel 1316 N. Brazosport, spoke of the Ordinance change that was recommended by Planning and Zoning Commission, she said for the WR fencing. She voiced her concern this item was not on the agenda for City Council tonight.

Chris Duncan, spoke of an agenda request for his property on the river. He said there has been vandalism done to this property.

Manning Rollerson spoke of his concern for the agenda process ordinance, and items being put back on an agenda before the time is allowed, he said it is 90 days. He asked how this was allowed for the Port deal? He said this was a violation of the ordinance.

Sam Reyna 2002 North Ave G, spoke of the Legislature Bill that is going to pass, The Desk Star Bill. He said this will regulate what cities and counties will be allowed to enforce.

Kenny Hayes 414 Mystery Harbor Lane, said Councilman Pena is out of line with arguing with the Mayor during meetings. He said the Mayor has the right to remove a citizen, and he feels the Mayor should remove Councilman Pena as well.

Karla Clark spoke of the maps hanging in Council Chambers. She said maps designating Zoning should be in Council Chambers as well.

Pam Dancy South Front, said principal before personalities. She also asked if the owners of STR were notified of the amendments? She also spoke of the property purchased by Mr. Mejia, she said he was supposed to build within three years, she said he has not built.

Jeff Pena thanked all the applicants for the Boards and Commissions. He mentioned the death of Ruby Marshall. He also said you get what you pay for, and he mentioned the T-Dock.

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

Presentation of Employee of the Month for the Month of April 2023.

City Manager Tim Kelty, presented the Employee of the Month for the month of April 2023 to Lt. Kristopher Vierra, and Freeport Fire Fighter Abdiel Martinez.

## **CONSENT AGENDA:**

Consideration and possible action on the approval of City Council Meeting Minutes, from May 15, 2023.

Consideration and possible action for the approval of road closures the Fort Velasco Day Event.

Consideration and possible action approving changing the second regular meeting in June being Monday June 19, 2023 to Tuesday June 20, 2023.

Consideration and possible action approving street closure for St. Mary Star of the Sea celebration of Solemnity of the Body and Blood of Christ on Sunday, June 11th, with a procession down Velasco.

Consideration of approving various items and equipment for surplus and approve the sale of such items by auction.

Consideration and possible action of approving Resolution No. 2023-2794, renewing agreement for the GLO Beach Maintenance Reimbursement Program.

Consideration and possible action approving Ordinance No. 2023-2699, lifting emergency declaration of the Public Health Emergency for COVID-19.

A motion was made by Councilman Cain seconded by Councilman Matamoros with all present voting "Aye" 5-0, Council unanimously approved the Consent Agenda.

### **COUNCIL REGULAR AGENDA**

Consideration and possible action of appointing Council Liaison for City of Freeport Boards and Commissions.

Mayor Bass volunteered to serve as the Liaison for the Charter Review and the Library Board. Councilman Matamoros volunteered to serve as the Liaison for the Board of Adjustment. Councilman Pena volunteered to serve as the Liaison for Historic and Main Street Board, and the Senior Citizen Board. Councilman Rossow volunteered to serve as the Liaison for the Beautification and Parks Board.

A motion was made by Councilman Matamoros to nominate himself to serve as the Liaison for the Planning and Zoning Commission, seconded by Councilman Rossow. With a 4-1 vote motion passed, with Councilman Pena voting "Nay"

A motion was made by Councilman Pena to nominate himself to serve as the Liaison for the Freeport EDC, with lack of second motion fails.

A motion was made by Councilman Cain to nominate himself to serve as the Liaison for the Freeport EDC, seconded by Councilman Pena with all present voting "Aye" 5-0 Council unanimously approved the motion.

Consideration and possible action awarding the bid for City Hall asbestos remediation agreement.

City Manager Tim Kelty said staff recommends awarding the bid for City Hall asbestos remediation to RDNI. He said if the bid is awarded to RDNI that the City Attorney would draw up the contract. He said the City went out for bids, and we received six. The cost for this based on the lowest and most responsive bid will be \$76,989.

The question was asked if there would be retesting once the remediation has been completed, and if so who would pay. Mr. Kelty said it will not be necessary because the material identified as containing asbestos will be removed.

A motion was made by Councilman Cain, seconded by Councilman Matamoros to approve awarding the bid for City Hall asbestos remediation to RDNI.

Councilman Pena asked if we move forward with this, will we no longer consider O.A. Fleming? Mr. Kely said no, we are no longer considering O.A. Fleming.

Mayor Bass called the motion to a vote, with all present voting “Aye 5-0, council unanimously approved awarding the bid for City Hall asbestos remediation to RDNI.

Consideration and possible action approving City Hall Renovation contract.

Councilman Pena requested this item be moved to Executive Session.

Consideration and possible action approving Ordinance No. 2023-2696, allowing with a Permitted Use for development of Mini-Storage units for C-2 Zoning District.

Nicole Mireles opposes this.

Building Official Kacey Roman presented to council Ordinance No. 2023-2696, allowing with a Permitted Use for development of Mini-Storage units for C-2 Zoning District. Ms. Roman said currently this is not allowed, she said staff requested it be allowed with a Specific Use Permit. She said this was presented to Planning and Zoning it was approved with a 3-2 vote, with a Permitted Use Permit.

There was discussion on the Ordinance that will mandate the way the Mini Storage will be maintained.

Councilman Matamoros said he watched this meeting and he is disturbed by the Chairperson of this board voting on this ordinance when he has a monetary interest. He said staff recommended this as a Specific Use Permit. He said the Specific Use Permit would give us more leeway on how to regulate the esthetics.

A motion was made by Councilman Pena, seconded by Mayor Bass to table this item.

Consideration and possible action approving Ordinance No. 2023-2697, allowing drive through and drive-in restaurants in C-1 and C-1 Zoning as a Permitted use.

Building Official Kacey Roman presented to council Ordinance No. 2023-2697, allowing drive through and drive-in restaurants in C-1 and C-1 Zoning as a Permitted use. She said this is to correct the ordinance as it is written now.

The question was asked about the zoning now, and if every restaurant that has a drive through grandfathered? Ms. Roman said yes.

A motion was made by Councilman Cain, seconded by Councilman Pena with all present voting “Aye” 5-0 council unanimously approved Ordinance No. 2023-2697, allowing drive through and drive-in restaurants in C-1 and C-1 Zoning as a Permitted use.

Consideration and possible action approving Ordinance No. 2023-2698, amending the Short-Term Rental Ordinance.

Karla Clark opposes this ordinance.

Mark Parker 76 Dolphin Lane, supports this ordinance.

Mike Russell, STR owner, said he was not aware of this ordinance.

There was discussion by Council on the number of owners of STR in the City. Mr. Kelty said the city is aware of 21 in the City, 13 have registered, 3 new ones, and 5 others that have refused to comply with the ordinance adopted last year. There was discussion on the number of owners from Bridge Harbor in the meeting that was held with the Mayor, & City Staff? Mayor Bass said about 8-10 were in attendance.

A motion was made by Councilman Pena to table this item, seconded by Councilman Cain. The item was tabled

First reading and consideration of resolution approving an economic development agreement to be enacted by the Freeport Economic Development Corporation and Overland Group.

Ana Silbas Main Street Coordinator spoke to council she said this is on behalf of the Freeport Historic Commission and Main Street Advisory Board. Not only is it important to be focused on the present, of Freeport, but also the future. Freeport Historical Commission and Main Street Advisory Board recognizes the need to be future-focused and the work that is needed to strengthen our community resilience. The board understands that increased foot traffic is necessary to attract future development in downtown. Ms. Silbas said Freeport Historical Commission & Main Street Advisory Board is currently working collaboratively with the Freeport Economic Development Corporation and City Administration to assess needs of downtown and priorities of Main Street.

Freeport EDC Director Robert Johnson, presented to council an economic development agreement to be enacted by the Freeport Economic Development Corporation and Overland Group. He said he was approached by Mr. Kahn back in December 2022, for the possibility of developing a Dollar General Market, he said this will have fresh produce, and fresh meat. He said the land is on 115 East 2<sup>nd</sup> Street. He said after the appraisal for the land there is an agreement this can be sold fairly at \$200,000.

Mayor Bass asked what is the support of the EDC board? Mr. Johnson said it was a unanimous vote to approve. Councilman Cain asked if another grocery store comes wanting to build will they be turned down? Mr. Johnson said we are still trying to recruit a grocery store. This is not the end all of grocery needs in the city.

Mr. Khan with the Overland Group discussed the claw back provisions with the City of Freeport, Overland, and the EDC. Mayor Bass asked about the provisions between Overland and Dollar General Market Place. Mayor Bass said he has concerns of not seeing provision between City of Freeport, Overland, and the Dollar General Market Place. Mr. Kahn spoke of the benefits of having a DG Market Place. Councilman Pena said at the last EDC meeting, Main Street said they do not want this, he said 75% of downtown residents and business owners, do not want this.

City Manager Tim Kelty did the first reading of the resolution.

Melanie Oldham said she has concerns with the agreement.

Sam Reyna spoke of the land that Mr. Muraira and Councilman Pena previously wanted to give to the Hispanic Chamber, the land where the Community House was located.

Councilman Matamoros said he has been in the EDC meetings pertaining to this agreement, he asked Mr. Johnson to bring the parking map to the next reading. There is a lot of misinformation that has been shared.

Consideration and possible action on Resolutions appointing/reappointing members to various Boards and Commissions.

City Manager Tim Kelty presented to council Resolutions appointing/reappointing members to various Boards and Commissions. He said this is done annually.

Each applicant for the Boards and Commissions present spoke of their interest to serve on the boards.

A motion was made by Councilman Matamoros, seconded by Councilman Cain to approve Resolution No. 2023-2796, Boards of Adjustments Appointments reappointing Sammye Moore, and Barry Simmons for the two-year term, with all present voting "Aye" 5-0 council unanimously approved this motion.

A motion was made by Councilman Cain, seconded by Councilman Matamoros to approve Resolution No. 2023-2796, Boards of Adjustments Appointments appointing Nicole Mireles for a two-year term, with all present voting "Aye" 5-0 council unanimously approved this motion.

A motion was made by Councilman Matamoros, seconded by Councilman Cain to approve Resolution No. 2023-2796, Boards of Adjustments Appointments appointing James Gossett Jr., for a two-year term, with all present voting "Aye" 5-0 council unanimously approved this motion.

A motion was made by Councilman Matamoros, seconded by Councilman Rossow to approve Resolution No. 2023-2796, Boards of Adjustments Appointments appointing Shonda Marshall as an alternate., for a two-year term, with all present voting "Aye" 5-0 council unanimously approved this motion.

A motion was made by Councilman Cain, seconded by Councilman Matamoros to approve Resolution No. 2023-2797 Historic Mainstreet Advisory Board, to reappoint Ronnie Martin for a two-year term, with all present voting "Aye" 5-0 council unanimously approved this motion.

A motion was made by Councilman Pena, seconded by Councilman Cain to approve Resolution No. 2023-2797 Historic Mainstreet Advisory Board, to reappoint William Leitch, and appoint Sandra Wood-Wicke, Jack Bullman and Betty (Page) Acala for a two-year term, with a 4-1 vote motion passed. Council Matamoros voted "Nay".

A motion was made by Mayor Bass, seconded by Councilman Cain to approve Resolution No. 2023-2798, Charter Review Committee to appoint Shonda Marshall, Theodore "Vince" Baker, Lila Diehl, and Sam Reyna for a two-year term with all present voting "Aye" 5-0 council unanimously approved this motion.

A motion was made by Councilman Rossow, seconded by Councilman Cain to approve Resolution No. 2023-2799 Senior Citizen, to appoint Nina Cardoza for a two-year term with all present voting "Aye" 5-0 council unanimously approved this motion.

A motion was made by Mayor Bass, seconded by Councilman Cain to approve Resolution No. 2023-2799 Senior Citizen to reappoint Ona Johnson, Sammye Moore, Sandra Childress, Jane Hawkins for a two-year term with all present voting "Aye" 5-0 council unanimously approved this motion.

A motion was made by Councilman Matamoros, seconded by Councilman Cain to approve Resolution No. 2023-2800, Planning and Zoning Commission to appoint Ron Bachman, and to reappoint James Saccamano, with a 4-1 vote motion passed. Councilman Pena voted "Nay".

Councilman Cain spoke of reappointing all current EDC board members whose terms were expiring, and also mentioned Councilman Matamoros' intention to step down from the EDC once he got a project he is working on off the ground.

Councilman Cain made a motion to reappoint all current EDC board members whose terms were expiring. Councilman Pena asked if the motion was contingent upon Councilman Matamoros stepping down within 60 days.

Councilman Cain recalled his motion.

A Motion was made by Councilman Cain to approve Resolution No. 2023-2801, Freeport EDC Board to reappoint Josh Mitchell, Sandra Loeza, Shonda Marshall, and Mingo Marquez. George Matamoros being an elected councilman will agree to resign his position with EDC in 60 days from the next EDC meeting, seconded by Councilman Pena.

Councilman Matamoros said 60 days will not be enough time to get this project off the ground. He said he will resign once work on this project is started.

Councilman Cain recalled his motion.

A new motion was made by Councilman Cain, to approve Resolution No. 2023-2801, Freeport Economic Development Board to reappoint Josh Mitchell, Sandra Loeza, Shonda Marshall, and Mingo Marquez, seconded by Councilman Rossow, with a 4-1 vote motion passed. Councilman Pena voted "Nay".

Councilman Cain said the Beautification and Parks and Recreation Board has been inactive for years, currently we have four people interested, we need one more person. This was requested by the Mayor to place the Beautification/Parks and Rec on the agenda for June 20.

## **WORK SESSION:**

Councilman Pena spoke of the vote on the land, he said his vote was to change the use of the land. Councilman Pena thanked all who volunteered for the Boards. He asked Mr. Kelty of the alley work behind Park Ave., Mr. Kelty said it is on the repaving plan for 2024. Mr. Petty said crushed concrete was added today, he said it was about 8 inches. Councilman Pena spoke of a mailbox that was destroyed on 10<sup>th</sup> Street, Mr. Petty said Lucas will take care of this repair. Councilman Pena spoke of the beaches being highly visited, he said he noticed there were only three port a potties', he asked if we could get more. Mr. Petty said there are six out, and we can move closer.

Councilman Cain said he is excited to see 2<sup>nd</sup> Street being repaired. He thanked Lance and his crew for painting the stripes on the cross walks. Mr. Petty said this has been done by Lucas with the street repair.

Councilman Matamoros said thank you for all the residents who applied for Board positions. He also thanked the City Manager and Assistant City Manager for spending three hours on Friday going over concerns in Ward C. He spoke of a water leak on Ave M, near 1321 N Ave M. He said the stop sign at Skinner and Ave J has been damaged, he asked if we can have this put back up.



Councilman Rossow had no comment.

Mayor Bass said he thought Freeport got some great press he said, Kelvin Steamer a graduate from Brazosport High School, was one heck of a baseball and softball player, and he went on to referee and umpire. Mayor Bass said, Mr. Steamer was selected to be in the UIL, Softball State Championship Tournament. Mayor Bass said he wanted to give props out to Kelvin.

Mr. Kelty said he just wants to let everyone know the pool will be open on Saturday. He also announced that Crystal and Bella have been working on getting a soccer camp starting in July. The age limit on the camp is ages 7-11.

**Update on reports / concerns from Department heads.**

A motion was made by Mayor Bass to invite City Manager Tim Kelty, Assistant City Manager Lance Petty, and City Secretary Betty Wells into Executive Session, seconded by Councilman Cain, with all present voting “Aye” 5-0 council unanimously passed the motion.

**CLOSED SESSION:**

Open Session was recessed and Executive session was opened at 9:36P.M.

Executive Session was recessed at 10:40 P.M.

**OPEN SESSION:**

Consideration and possible action approving City Hall Renovation contract.

City Manager Tim Kelty presented to Council the City Hall Renovation contract. He said this will included the mold remediation, repairing the second elevator, improvements to the HVAC, ADA improvements, exterior brick work, and re-sealing all windows and exterior brickwork.

A motion was made by Councilman Cain, seconded by Councilman Rossow to approve City Hall Renovation contract. With a 3-2 vote, motion passed. Mayor Bass and Councilman Pena voted “Nay”

Adjourn

On a motion by Councilman Cain, seconded by Councilman Matamoros, with 5-0 vote, Mayor Bass adjourned the meeting.

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Brooks Bass, Mayor

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Betty Wells, City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Monday, June 7, 2023 at 6:00 p.m. at the Freeport Police Department, Municipal Court Room, 430 North Brazosport Boulevard, Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Brooks Bass  
Councilman Jeff Pena  
Councilman Jerry Cain  
Councilman George Matamoros  
Councilman Winston Rossow

Staff: Tim Kelty, City Manager  
Ric Navarro, Legal Counsel  
Cathy Ezell, Finance Director  
Jennifer Howell, Police Chief

Visitors: David McGinty Pam Dancy  
Manning Rollerson

**Call to order.**

Mayor Bass called the meeting to order at 6PM

**INVOCATION AND PLEDGE OF ALLEGIANCE: (Council Member)**

City Manager Tim Kelty lead the Invocation and the Pledge.

**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.

Pam Dancy said she has no malice towards Mr. Brimage. She said if this would have been care of in 2017, we would not be here today. She spoke of her property and how it floods every time it rains. She said right is right and wrong is wrong.

Manning Rollerson spoke of the last City Manager, and last City Secretary were held accountable. He said his concern is the new contract that was signed. He said anyone that violates the city must be accountable. He said he is tired of seeing his City taken advantage of.

Pam Dancy said she speaks for all the citizens of Freeport.

**CLOSED SESSION:**

Open Session was recessed and Executive Session was opened at 6:09 P.M.

Executive Session regarding a.) (Consultation with Attorney) Attorney consultation pursuant to Section 551.071, Texas Gov't Code to provide a legal briefing on pending litigation, to wit, a lawsuit styled and numbered City of Freeport, Texas vs BrazTex Development, LLC, et. al., Cause No. 120329-CV (149th Judicial District Brazoria County, Texas)

**COUNCIL BUSINESS – REGULAR SESSION:**

Executive Session was closed at 8:10 P.M.

No action was taken.

Adjourn

On a motion by Councilman Pena, seconded by Councilman Cain, with 5-0 vote, Mayor Bass adjourned the meeting.

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Mayor, Brooks Bass  
City of Freeport, Texas

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City Secretary, Betty Wells  
City of Freeport, Texas



## City Council Agenda Items # 4

**Title:** Consideration and possible action on approving a resolution designating property owned by the city of Freeport in the downtown for off-street parking and public restroom use.

**Date:** June 20, 2023

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends Council approval of the Resolution.

**Item Summary:**

In discussion with the Freeport Historical Commission and Mainstreet Advisory Board regarding the planned development of the Dollar General Market Store, they requested Council consider and adopt a resolution formally designating the property where the old City Hall was torn down on the south side of Fourth Street for parking and outdoor restrooms. The designation of this property would be in place of the property previously proposed for such where the Dollar General Market store is being proposed.

**Background Information:**

In April of last year, the Mainstreet Board with input from the State Historical Commission, created a conceptual plan for Historical Downtown Freeport. That plan proposed using the property south of Broad Street partially for parking, which would have allowed for up to 72 parking spaces. While the Dollar General Market is only proposing 45 spaces, the formal dedication of the Old City Hall property would allow for the development of up to 48 additional parking spaces.

**Special Considerations:** None

**Financial Impact:** None

**Board or 3<sup>rd</sup> Party recommendation:** The Mainstreet Board is in favor of this.

**Supporting Documentation:** Resolution, depiction comparing parking between properties, proposed Dollar General Market development with currently proposed parking, downtown parking map.

## **RESOLUTION NO. 2023-2803**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, DESIGNATING PROPERTY OWNED BY THE CITY OF FREEPORT IN THE DOWNTOWN FOR OFF-STREET PARKING AND PUBLIC RESTROOM USE.**

**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**, Downtown Freeport is significantly underdeveloped with many vacant and underutilized buildings and properties; and,

**WHEREAS**, the City, the Freeport Historical Commission and Mainstreet Advisory Board, and Freeport Economic Development Corporation are actively working to revitalize and encourage Redevelopment and Reinvestment in the Downtown; and

**WHEREAS**, ensuring sufficient public parking in the Downtown to support existing and future development and business is critical to the long-term success of the Downtown; and,

**WHEREAS**, the property owned by the city east of the alley running between Second and Broad street proposed for the development of public off-street parking and restrooms is currently being considered for sale for commercial development; and,

**WHEREAS**, the City of Freeport owns the property north of Fourth Street, formerly the location of the old Freeport City Hall is well suited and available for the development of public off-street parking and public restrooms, and is being requested by the Freeport Historical Commission and Mainstreet advisory board for such use if the previously described property is sold for commercial development.

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

**SECTION 1.** The City Council does hereby formally designate the property north of Fourth Street, the former location of the Freeport City Hall, for the development of public off-street parking and public restrooms.

**SECTION 2. PROPER NOTICE AND MEETING.** It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the City Council,

was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the \_\_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Brooks Bass, Mayor  
City of Freeport, Texas

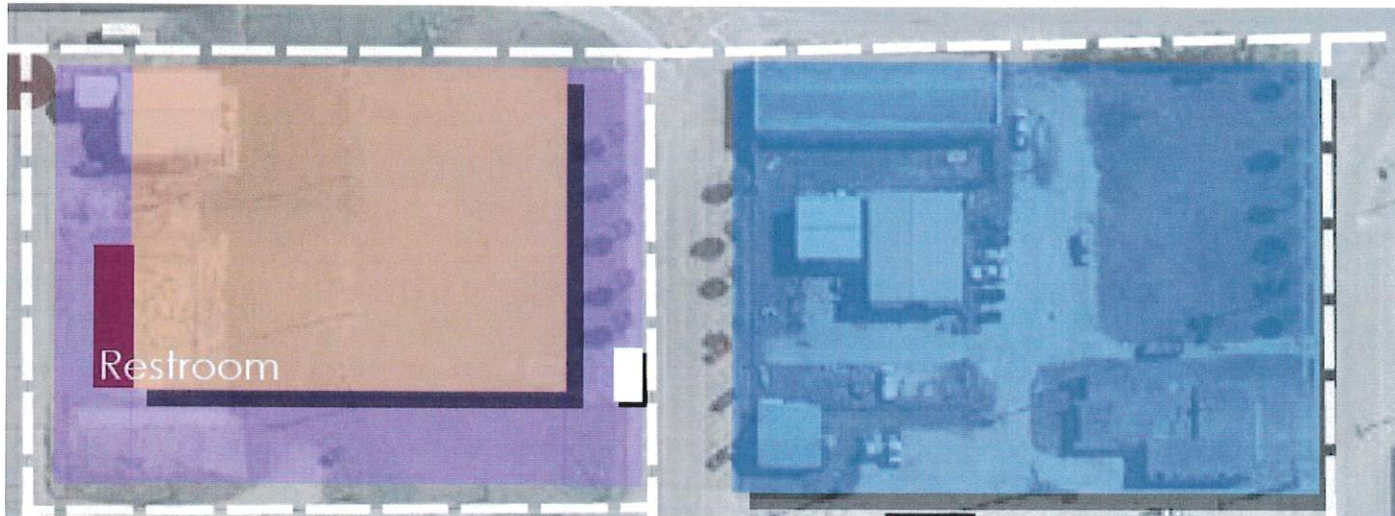
ATTEST:

\_\_\_\_\_  
Betty Wells, City Secretary  
City of Freeport, Texas

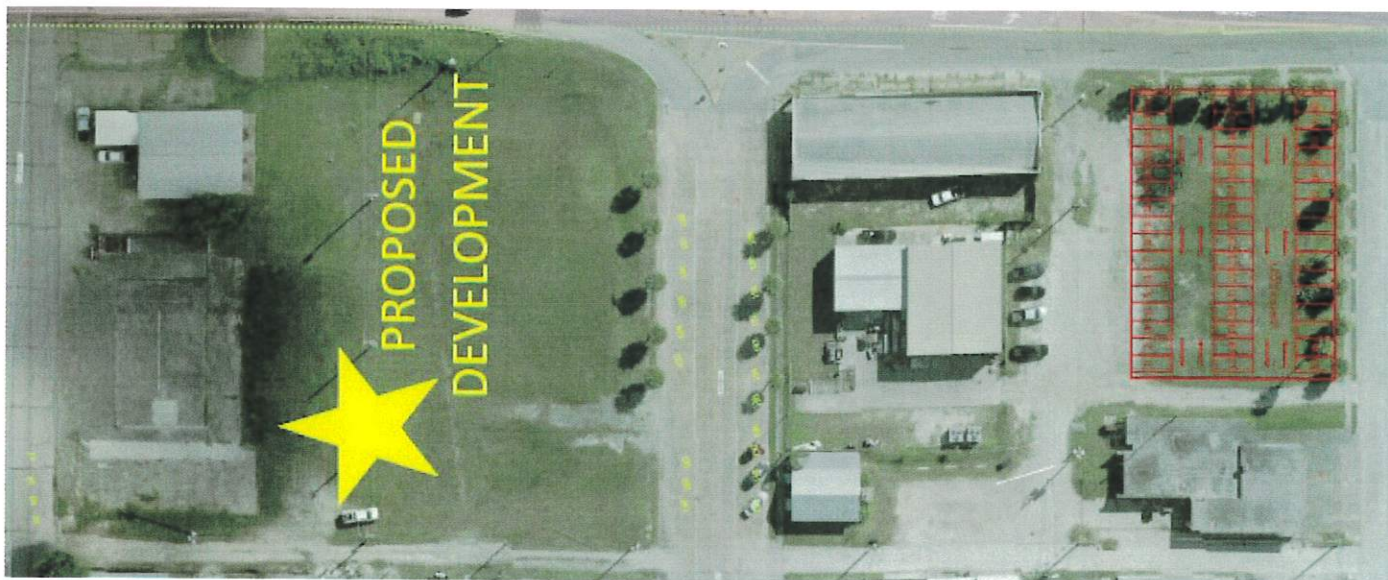
APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
David Olson, City Attorney  
City of Freeport, Texas

Original Main Street Plan



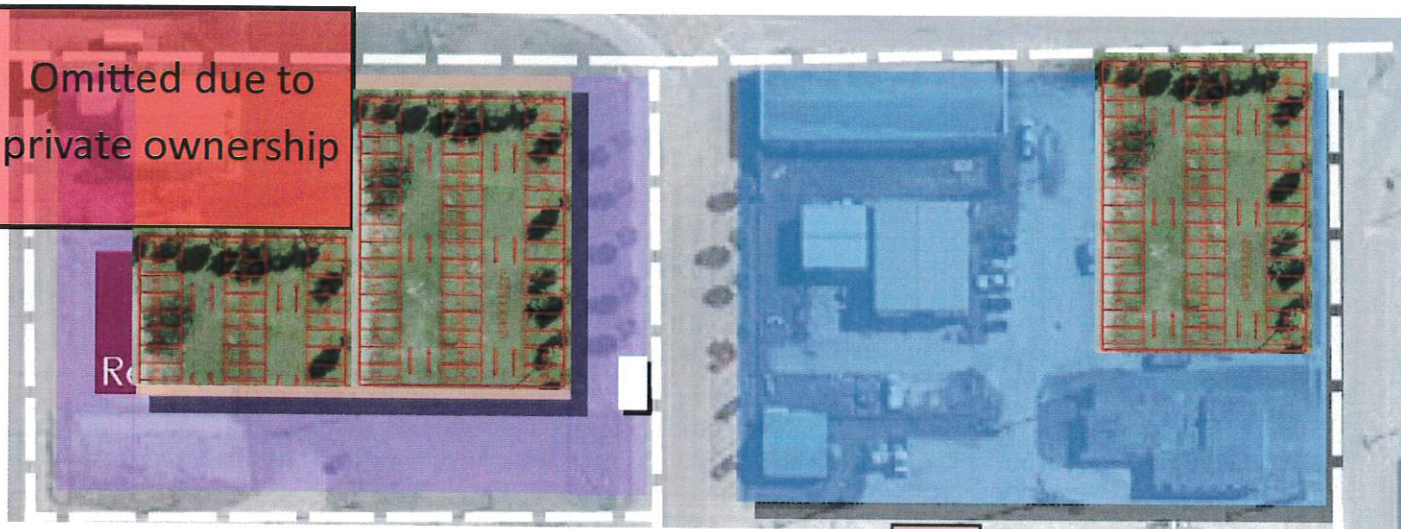
EDC Parking Study

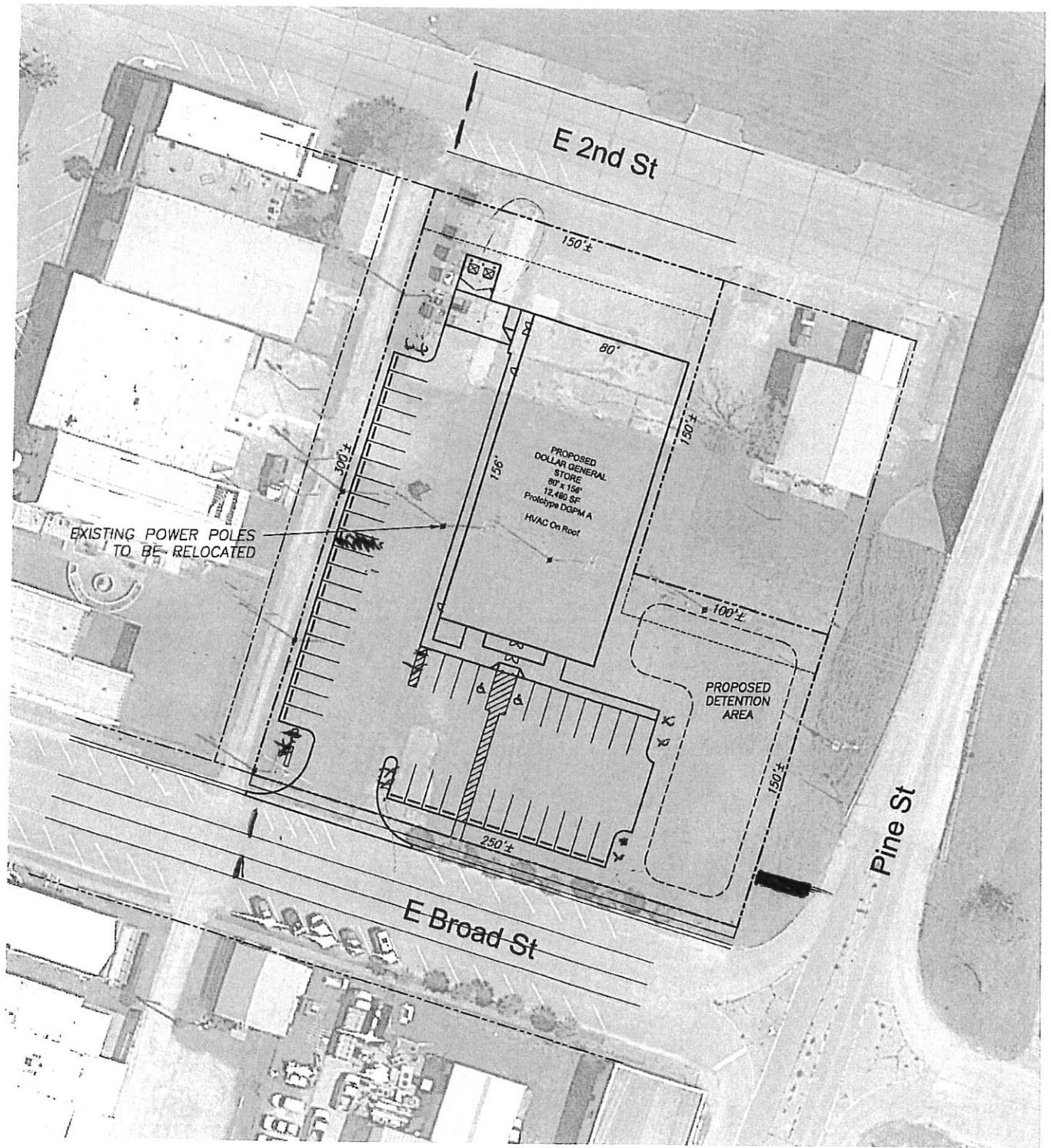


Overlay for parking comparison

72 parking spots available in the proposed DG lot and 48 spots available in the former City Hall lot

Omitted due to private ownership





# Freepport, TX

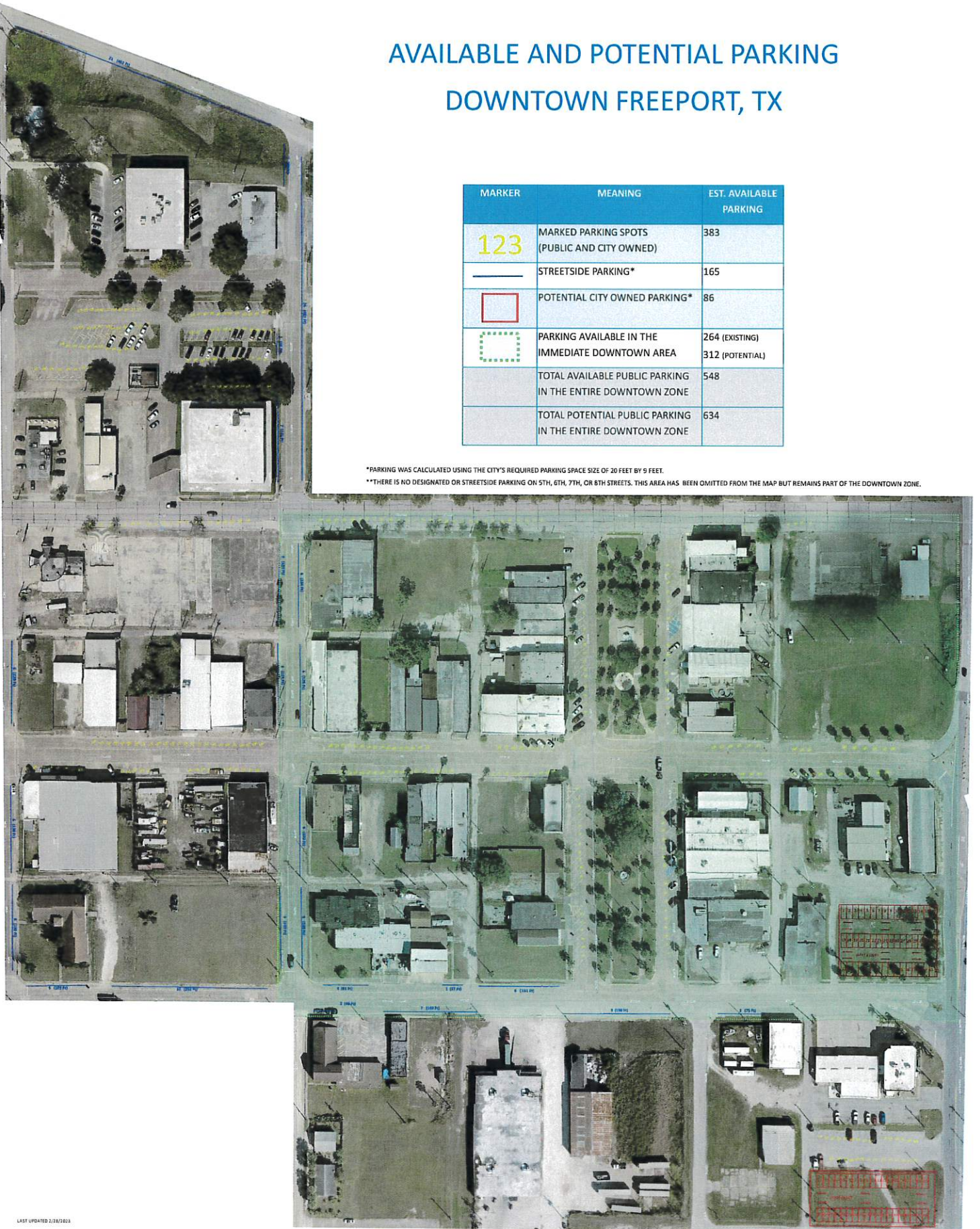


# AVAILABLE AND POTENTIAL PARKING DOWNTOWN FREEPORT, TX

MARKER	MEANING	EST. AVAILABLE PARKING
123	MARKED PARKING SPOTS (PUBLIC AND CITY OWNED)	383
—	STREETSIDE PARKING*	165
□	POTENTIAL CITY OWNED PARKING*	86
□	PARKING AVAILABLE IN THE IMMEDIATE DOWNTOWN AREA	264 (EXISTING) 312 (POTENTIAL)
	TOTAL AVAILABLE PUBLIC PARKING IN THE ENTIRE DOWNTOWN ZONE	548
	TOTAL POTENTIAL PUBLIC PARKING IN THE ENTIRE DOWNTOWN ZONE	634

\*PARKING WAS CALCULATED USING THE CITY'S REQUIRED PARKING SPACE SIZE OF 20 FEET BY 9 FEET.

\*\*THERE IS NO DESIGNATED OR STREETSIDE PARKING ON 5TH, 6TH, 7TH, OR 8TH STREETS. THIS AREA HAS BEEN OMITTED FROM THE MAP BUT REMAINS PART OF THE DOWNTOWN ZONE.





## City Council Agenda Items # 5

**Title:** Second reading and consideration of resolution approving an economic development agreement to be enacted by the Freeport Economic Development Corporation and Overland Group.

**Date:** June 20, 2023

**From:** Robert Johnson, FEDC Executive Director

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**Staff Recommendation:** Staff recommends City Council consider and approve the Resolution for the second reading for the requested Economic Development project.

**Item Summary:** The proposed development agreement between the EDC and Overland Group LLC, sells the property identified to Overland for the appraised price of \$200,000 for the construction of a Dollar General Market store with specific claw-backs. The EDC has identified this economic development project as having a positive economic impact on the Downtown and for the City of Freeport. The agreement proposes reimbursing Overland Group for the cost of water and sewer infrastructure improvements following one year of operation by the Dollar General Market Store. Because of the project's nature, it is required to have City Council approval by resolution following two readings. After recommendations from the Freeport City Council, changes were made to the performance agreement. This is the second of the two required readings.

**Background Information:** The EDC negotiated a performance agreement with the Overland Group to be located at 115 East Second Street, Freeport, TX. The performance agreement stipulates that the EDC and Overland Group enter into a Sales Contract with developer to sell the land located at 115 East Second Street, Freeport, TX to the Developer for the sum of Two Hundred Thousand and 00/100 Dollars, (\$200,000). The Sales Contract shall contain a provision authorizing the EDC to buy back the real property, together with all improvements, for the original sales price of \$200,000, under specific terms set forth by the EDC, including the requirement that the Dollar General Market/DG Market store is constructed within 365 days of the date of closing. The EDC will apply for and obtain a replat of the property to combine the parcels into a single parcel.

Overland Group (Developer) shall be required to perform the following actions and pay for all related expenses:

- A. Execute an agreement between Developer and Dollar General to effectuate the construction of a "Dollar General Market/DG Market", prior to closing the real estate sale set forth above;
- B. As used in this Development Agreement, the term "Dollar General Market/DG Market" is defined as Dollar General store offering an expanded list of items for sale, compared to a typical Dollar General store. The Dollar General Market store shall offer the same list of items for sale as offered by all other Dollar General stores that are marketed as "Dollar General Market or DG Market" stores.

- C. Construct a building for use as a Dollar General Market/DG Market store that is a minimum square footage of 12,000;
- D. Construct said building to include brick, stucco, glass, or masonry exterior walls; In addition, there shall be no corrugated metal on any exterior surface of the building;
- E. Developer shall take all necessary action to relocate all electrical and telephone lines and pay for all expenses incurred;
- F. Developer will bear the expense to relocate necessary water and sewer lines, install any necessary manholes and to install two water taps. EDC will reimburse Developer for these costs if the Dollar General Market/DG Market is open for 365 days after the end of construction.
- G. Adhere to landscaping requirements that applies to commercial district development per City ordinance.
- H. All construction must be complete within 365 days from the date of closing, or this agreement shall automatically terminate, without notice to cure, and the EDC shall be entitled to buy back the real property, together with all improvements for the original purchase price of \$200,000. In addition, EDC shall be entitled to recover all funds expended by the EDC related to this Project within 30 days of demand.

**Special Considerations:** The EDC has done extensive vetting of this project since it was proposed in December of 2022.

**Financial Impact:** The Developer will pay the appraised value of \$200,000 for the property at 115 East Second Street to the EDC. The Developer will bear the expense to relocate necessary water and sewer lines, install any necessary manholes and to install two water taps. EDC will reimburse Developer for these costs if the Dollar General Market/DG Market is open for 365 days after the end of construction. Funding for this project would come out of the \$1.05 million Special Project line included in the EDC fiscal year budget for special projects. The total investment by the Overland Group is an estimated \$1.5 million.

**Board or 3<sup>rd</sup> Party recommendation:**

Following a public hearing by the EDC on May 10, 2023, the FEDC voted unanimously to recommend approval of this performance agreement with the Overland Group.

**Supporting Documentation:** Resolution and proposed performance agreement.

**RESOLUTION NO. 2023-2802**

**A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; APPROVING AN ECONOMIC DEVELOPMENT PROJECT BY OVERLAND DEVELOPMENT GROUP LLC, TO BUILD A DOLLAR GENERAL MARKET STORE; 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 projects set forth below, that said projects are authorized by the Texas Development Corporation Act, and that the projects promote economic development within the City of FREEPORT.

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

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

Second, the City Council of the City hereby approves the following economic development project:

"DEVELOPMENT AGREEMENT WITH OVERLAND DEVELOPMENT GROUP LLC and associated entities TO BUILD A DOLLAR GENERAL MARKET STORE IN FREEPORT, TEXAS."

Third, 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 \_\_\_\_\_, 2023.

APPROVED:

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Brooks Bass., Mayor  
City of FREEPORT, Texas

ATTEST:

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Betty Wells, City Clerk  
City of FREEPORT, Texas

APPROVED AS TO FORM ONLY:

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David Olson, City Attorney  
City of Freeport, Texas

**ECONOMIC DEVELOPMENT AGREEMENT**

STATE OF TEXAS           §  
  §  
COUNTY OF BRAZORIA   §

**THIS AGREEMENT** (the “Agreement”) by and between the Freeport Economic Development Corporation (the “EDC”), and The Overland Group LLC (the “Developer”), (collectively referred to as the “Parties”) is entered into on this \_\_\_\_ day of \_\_\_\_\_, 2023 (the “Effective Date”).

**WHEREAS**, the EDC seeks to foster and financially support economic development projects that increase ad valorem taxes, sales taxes, create local jobs, create tourism, and enhance the quality of life for the City of Freeport and its citizens; and

**WHEREAS**, the EDC has attracted the development of a Dollar General Market store (the “Project”) in the City of Freeport, through the efforts of marketing, developer meetings, and negotiations regarding economic development grants; and

**WHEREAS**, the EDC recognizes the positive economic impact the Project will bring to the City through timely development and diversification of the economy, elimination of unemployment and underemployment through the production of new jobs, the attraction of new businesses and the additional ad valorem taxes, sales and uses taxes, and utility revenues generated by the Project for the City of Freeport; and

**WHEREAS**, the EDC, pursuant to its Economic Development Authority, has agreed to provide certain financial incentives to the Developer upon the attainment of certain defined goals; and

**WHEREAS**, in consideration of the development of the Project, establishment of a Dollar General Market store, creation and maintenance of specific job numbers, and attainment of specific sales figures, the EDC desires to enter into this Development Agreement pursuant to the Texas Development Corporation Act as an economic incentive for the Developer to develop and construct the Project;

**WHEREAS**, the City of Freeport has considered this proposed EDC project at two or more public meetings in compliance with the Texas Open Meetings requirements, made specific findings that the EDC project regarding said property fulfills a public purpose, and passed a resolution, Exhibit E, regarding the project; and

**WHEREAS**, prior to executing this agreement, the EDC properly notified the general public through publication in the Brazosport Facts newspaper, conducted a public hearing regarding this project, passed a resolution approving this Project, Exhibit D, and shall observe a sixty (60) day waiting period prior to funding this agreement; and

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

**WHEREAS**, pursuant to the Development Corporation Act, now codified as Chapters 501 and 505, Texas Local Government Code, the City has created the EDC in order to assist with the development of economic development programs; and

**WHEREAS**, the City of Freeport has considered this proposed project in compliance with the Texas Open Meetings requirements, made specific findings that the EDC project regarding said property fulfills a public purpose, passed a resolution, and entered into an agreement with the EDC regarding the project attached as Exhibit E; and

**WHEREAS**, after review of the current economic conditions in the city of Freeport and review of studies and observations by expert consultants, the EDC recognizes the positive economic impact the project will bring to the city through timely development and diversification of the economy, elimination of unemployment and underemployment through the production of new jobs, the attraction of new businesses, increase of the local population to attract additional retail market, and the additional ad valorem taxes, sales and uses taxes, and utility revenues generated by the project for the city; and

**WHEREAS**, pursuant to the Development Corporation Act, now codified as Chapters 501 and 505, Texas Local Government Code, the City has created the EDC in order to assist with the development of economic development projects; and

**WHEREAS**, the parties acknowledge that upon default or violation of any term of this agreement by Developer, the EDC shall not be liable to make any further expenditure of funds; and

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

**ARTICLE I  
RECITALS**

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

**ARTICLE II  
REPRESENTATIONS**

**2.01 Representations of the EDC.** The EDC represents to the Developer that as of the date hereof:

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

B. The EDC has the power, authority and legal right to enter into and perform this Agreement and the execution, delivery and performance hereof (i) have been duly authorized, will not violate any applicable judgment, order, law or regulation, and (ii) do not constitute a default under, or result in the creation of, any lien, charge, encumbrance or security interest upon any assets of the EDC under any agreement or instrument to which the EDC is a party, or by which the EDC may be bound or affected, with the exception of the agreement and limitations regarding the approved use and time limitations with the City of Freeport.

C. This Agreement has been duly authorized, executed and delivered by the EDC and constitutes a legal, valid and binding obligation of the EDC, enforceable according to its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, moratorium or other similar laws of general application in effect from time to time relating to or affecting the performance of creditors' rights and (ii) certain remedies including specific performance, may be unavailable.

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

E. The EDC is only authorized to make the expenditures described in this agreement under the terms and conditions of this agreement.

**2.02 Representations of the Developer.** The Developer hereby represents to the City that as of the date hereof:

A. The Developer is duly authorized, created, and existing in good standing under the laws of the State of Texas, and is qualified to do business in the State of Texas.

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

C. The Developer has sufficient capital to perform its obligations under this Agreement.



D. The party executing this agreement on behalf of Developer is a duly authorized officer of Developer, as titled in his signature, and has been specifically authorized to execute this agreement by the properly signed Corporate Resolution attached as Exhibit C.

E. This Agreement has been duly authorized, executed and delivered by the Developer and constitutes a legal, valid and binding obligation of the Developer, enforceable according to its terms except to the extent that (i) the enforceability of such instruments may be limited by bankruptcy, reorganization, insolvency moratorium or other similar laws of general application in effect from time to time relating to or affecting the performance of creditors' rights and (ii) certain equitable remedies including specific performance, may be unavailable.

### **ARTICLE III THE PROJECT**

**3.01 The Project.** The Project shall generally consist of the construction and operation of a Dollar General Market Place store at 115 E. Second Street, Freeport, Brazoria County, Texas in accordance with the preliminary plans attached as Exhibit A attached under the further conditions set forth in this agreement.

**3.02 Public Purpose.** The EDC finds that the benefits provided by the project described in Section 3.01 and this section promotes economic development in the city and stimulates business and commercial activity in the municipality.

**3.03 Agreed Layout/Design.** The parties acknowledge that the layout and design attached to this Agreement as Exhibit A is the preliminary plan for the development of the Property and may be amended from time to time by written agreement of all parties. The parties agree to the layout and design of the project as generally shown in Exhibit A. Developer shall not vary from this layout and design without prior written approval through duly enacted resolution of the EDC board.

**3.04 Project Costs.** With the exception of the development incentives contained in Article V below, all Project costs shall be borne by the Developer, including but not limited to the payment of the costs of design, engineering, materials, labor, construction and inspection, including all payments arising under any contracts entered into pursuant to this Agreement, all costs incurred in connection with obtaining governmental approvals, certificates or permits required as part of any contracts entered into in accordance with this Agreement, all related legal fees and out-of-pocket expenses incurred therewith related to the Project.

**3.05 Additional Projects.** This Agreement does not apply to any projects not specifically defined herein unless this Agreement is amended to provide for the design and construction of such additional projects.

### **ARTICLE IV DEVELOPER DUTIES AND RESPONSIBILITIES**

**4.01 The Project.** Develop, design, engineer, construct and ensure operation the Project, Dollar General Market/DG Market store during the term of this agreement.

**4.02 Proof of Funds.** As a material condition of the offer and acceptance of this agreement, after execution of this agreement and before and a condition precedent for delivery of deeds to the above described property, Developer shall provide a pre-approval letter from a NMLS qualified lender, showing approval to lend sufficient funds to complete the Project. Said pre-approval letter shall contain the lender's NMLS number. Sufficiency of funds shall be determined in the sole discretion of the Freeport EDC. Failure to deliver this pre-approval letter within the 15 day time frame will constitute a default of this agreement with all remedies of default for the Freeport EDC contained herein. Further, Developer shall deed the property back to the Freeport EDC within 10 days of their failure to timely deliver the required pre-approval letter.

**4.03 Construction of the Project.** The Developer shall perform, or cause to be performed, the design, site work and related improvements necessary for the construction of the Project.

The Developer shall acquire and pay for any necessary easements and rights-of-way over property not owned by the Developer. The Developer shall dedicate and convey to the City of Freeport on behalf of the EDC, in a form satisfactory to the EDC, all easements and rights-of-way over property owned or acquired by the Developer and required to construct, install, operate and maintain the public portions of the Project.

**4.04 Governmental Regulations and Permits.** The Developer will apply for and use its best efforts to obtain, at its own expense, any and all necessary subdivision plats, permits, licenses, variances and approvals that are necessary to construct the Project, including any environmental controls. The Developer will satisfy all permitting requirements, including, but not limited to detention and building permitting requirements.

## **ARTICLE V. DEVELOPMENT AID AND INCENTIVES**

**5.01** The EDC shall perform the following actions and provide the following economic development incentives related to the Project:

- A. Enter into a Sales Contract with developer to sell the land described in Exhibit B to Developer for the sum of Two Hundred Thousand and 00/100 Dollars, (\$200,000);
- B. Said Sales Contract will have a 90-day feasibility period and a closing date to occur on or before December 31, 2023;
- C. Said Sales Contract shall contain a provision authorizing the EDC to buy back the real property, together with all improvements, for the original sales price of \$200,000, under specific terms set forth by the EDC, including the requirement

that the Dollar General Market/DG Market store is constructed within 365 days of the date of closing;

- D. The EDC will apply for and obtain a replat of the property to combine the parcels in Exhibit B into a single parcel;

**5.02** Developer shall be required to perform the following actions and pay for all related expenses:

- A. Execute an agreement between Developer and Dollar General to effectuate the construction of a “Dollar General Market/DG Market”, prior to closing the real estate sale set forth above;
- B. As used in this Development Agreement, the term “Dollar General Market/DG Market” is defined as Dollar General store offering an expanded list of items for sale, compared to a typical Dollar General store. The Dollar General store shall offer the same list of items for sale as offered by all other Dollar General stores that are marketed as “Dollar General Market or DG Market” stores.
- C. Construct a building for use as a Dollar General Market/DG Market store that is a minimum square footage of 12,000;
- D. Construct said building to include brick, stucco, glass, or masonry exterior walls. In addition, there shall be no corrugated metal on any exterior surface of the building;
- E. Developer shall take all necessary action to relocate all electrical and telephone lines and pay for all expenses incurred;
- F. Developer will bear the expense to relocate necessary water and sewer lines, install any necessary manholes and to install two water taps. EDC will reimburse Developer for these costs if the Dollar General Market/DG Market is open for 365 days after the end of construction.
- G. Adhere to landscaping requirements that applies to commercial district development per City ordinance. (Attached).
- H. **All construction must be complete within 365 days from the date of closing, or this agreement shall automatically terminate, without notice to cure, and the EDC shall be entitled to buy back the real property, together with all improvements for the original purchase price of \$200,000. In addition, EDC shall be entitled to recover all funds expended by the EDC related to this Project within 30 days of demand.**

**ARTICLE VI.  
MISCELLANEOUS PROVISIONS**

**6.01 Default; Remedies.** The EDC shall not be responsible to take any action or pay any expenditures, subsequent to the Developer's failure to attain any Project goal set forth above.

**6.02 Separate Status.** None of the terms or provisions of this Agreement shall be deemed to create a partnership between or among the Parties in their respective businesses or otherwise, nor shall it cause them to be considered joint ventures or members of any joint enterprise, with the exception that the EDC and the City of Freeport have common interests in this Project. The parties acknowledge that Developer has duties to the City of Freeport, as set forth in this agreement, whether the agreement is executed by the City of Freeport or not. Developer agrees that such duties to the City of Freeport are supported by consideration under the terms of this Agreement.

**6.03 Construction and Interpretation.**

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

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

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

**6.04 Assignability.** The Developer may not assign or transfer its rights (including the rights to receive interest payment reimbursements as described in this agreement), duties and obligations under this Agreement to any person or entity.

**6.05 Credit for Third-Party Performance.** The parties agree and acknowledge that Developer is responsible to construct the Project and execute an agreement with Dollar General to achieve the development requirements of this Agreement. Although Developer shall receive the benefits for performance related to the construction and operation of this Project, Dollar General Market Place store under this agreement, Developer has no control over the actual operation of the Dollar General Market Place store, nor the direct ability to achieve the

operational goals set forth herein. Developer acknowledges that it has the burden to produce proof of compliance of the operational requirements of this Agreement in the form satisfactory to the EDC. Failure of Dollar General to provide information to the Developer does not relieve the Developer of these requirements, and will result in a demand for reimbursement by the EDC.

**6.06 Severability.** If any provision hereof shall be finally declared void or illegal by any court or administrative agency having jurisdiction, the entire Agreement shall not be void; but the remaining provisions shall continue in effect as nearly as possible in accordance with the original intent of the parties.

**6.07 Complete Agreement.** This Agreement represents the complete agreement of the parties with respect to the subject matter hereof and supersedes all prior written and oral matters related to this Agreement, with the exception of the real property sales contract, to be drafted and executed at a later date. Any amendment to this Agreement must be in writing and signed by all parties hereto or permitted or approved assignees. This Agreement may be executed in multiple counterparts.

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

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

**If to the EDC:**

Freeport Economic Development Corporation  
Attn: EDC President  
Attn: Freeport EDC attorney  
200 W. Second St.  
Freeport, Texas 77541

**If to the Developer:**

The Overland Group LLC  
\_\_\_\_\_  
\_\_\_\_\_

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

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

except when lost, destroyed or improperly addressed, or (d) the date of receipt by facsimile (as reflected by electronic confirmation); provided, however, that should such notice pertain to the change of address to either of the Parties hereto, such notice shall be deemed to have been served upon receipt thereof by the party to whom such notice is given.

**6.10 Immunity** The Parties agree and acknowledge that the EDC is entitled to the common law doctrine of governmental immunity related to this agreement. Specifically, the parties agree and acknowledge that the EDC is immune to liability under this agreement. In addition to said immunity, the parties agree that the Developer is not relying upon any payments or incentives contained in this agreement for constructing or otherwise implementing this Project. The parties agree that the EDC shall not be liable to Developer for any damage resulting from the failure of the EDC to make any payments under the Agreement.

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

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

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

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

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

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

**6.17 Term**. This Agreement will begin upon execution by both parties and continue as set forth herein.

**ECONOMIC DEVELOPMENT CORPORATION:**

By: \_\_\_\_\_  
Mingo Marquez, President  
Freeport Economic Development Corporation

**DEVELOPER:**  
**The Overland Group**

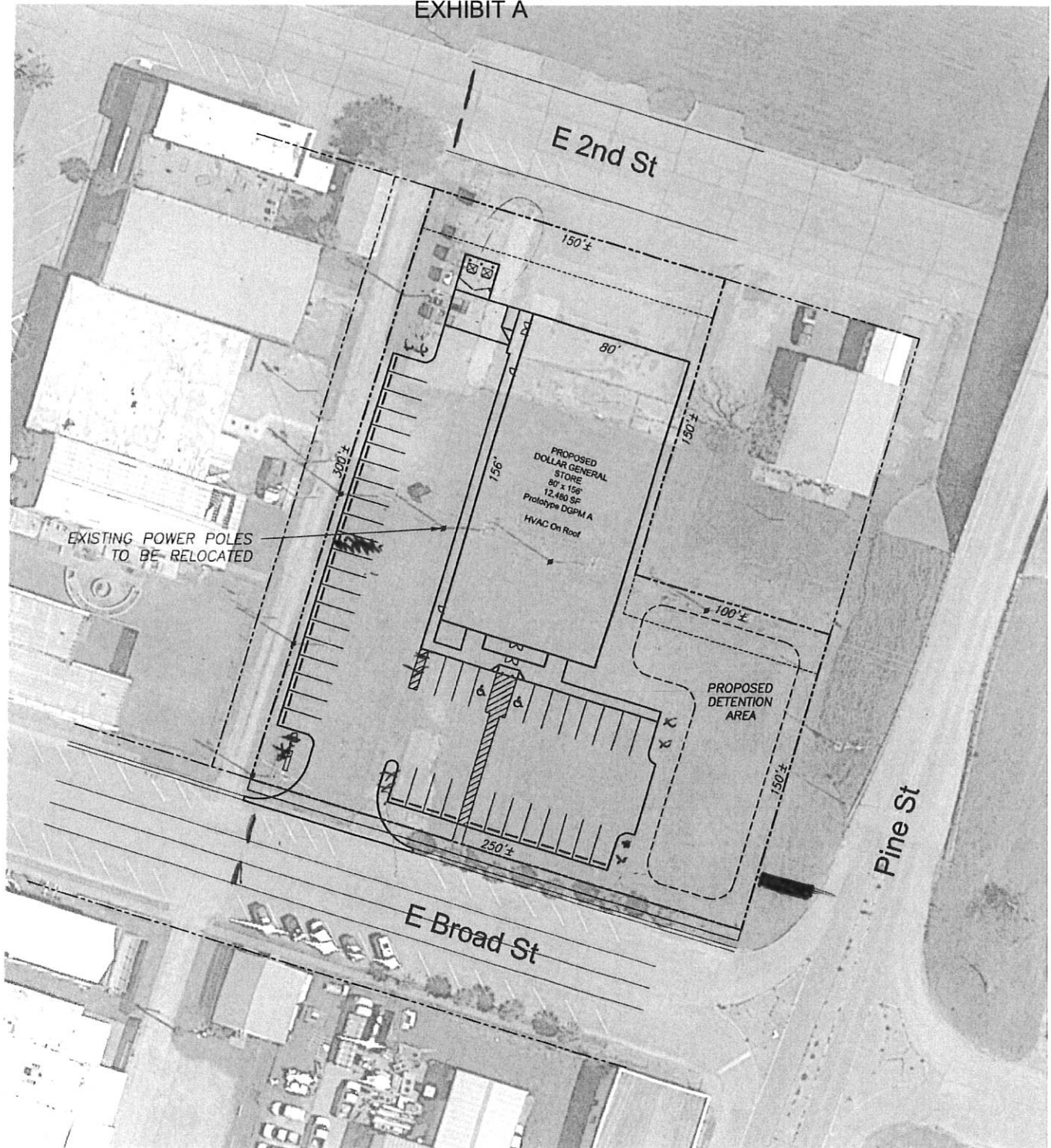
By: \_\_\_\_\_

LIST OF EXHIBITS

EXHIBIT A	PRELIMINARY SITE PLAN
EXHIBIT B	PROPERTY LEGAL DESCRIPTION
EXHIBIT C	CORPORATE RESOLUTION OF THE OVERLAND GROUP LLC
EXHIBIT D	EDC RESOLUTION APPROVING PROJECT
EXHIBIT E	CITY OF FREEPORT RESOLUTION APPROVING PROJECT



EXHIBIT A



**Freeport, TX**

## EXHIBIT B

### **Legal Description:**

The subject property can legally be described as 1.2856 acre or 56,000 square feet of land being Lots 13, 14, 15, 18, 19, 20, 21, 22, 23, 24, 25, 26 and 27, Block 31, Freeport, Brazoria County, Texas.

The subject property is located at the northwest corner of E Broad Street and Pine Street, with additional frontage along the south line of E 2nd Street. The property has a physical address of 115 E 2nd Street, Freeport, Brazoria County, Texas 77541.

**EXHIBIT C**  
**OVERLAND GROUP LLC DEVELOPMENT AGREEMENT**

**CORPORATE RESOLUTION**

THE STATE OF TEXAS                               §  
   §  
COUNTY OF BRAZORIA                           §

I, \_\_\_\_\_, Secretary of OVERLAND GROUP, LLC, a Texas Limited Liability Company, certify by the Consent of Writing of the Board of Directors of the Corporation the following resolutions were unanimously adopted and recorded in the minute books of the Corporation:

BE IT RESOLVED that \_\_\_\_\_, President of the Corporation is hereby authorized and directed in his aforesaid capacity and on behalf of the Corporation to execute all documents (Development Agreement, Real Property Sales Contracts, Building Permits, etc..) in regard to the purchase and of the following real property, entering into a development agreement with Freeport EDC, and all actions necessary to develop the following real property in accordance with said Development Agreement as a Dollar General Market and in compliance with all building codes, and governmental requirements thereto:

**LOTS \_\_\_\_\_, BLOCK \_\_\_\_\_ all in the  
\_\_\_\_\_ TOWNSITE, of the City of Freeport,  
Texas, according to the map or plat of said townsite  
recorded in Volume \_\_\_\_\_, page \_\_\_\_\_ of the Deed  
Records of Brazoria County, Texas.**

and to take any and all other action of any kind whatsoever as such officers may, in their discretion, approve as being reasonably appropriate to effectuate the intents and purposes of this resolution, and any and all acts heretofore taken by the aforesaid officers on behalf of the Corporation to effectuate same, be and the same hereby are, ratified and confirmed as the acts and deeds of the Corporation.

The directors of the Corporation have reviewed and unanimously approved the Development Agreement and requirements of the contract to purchase and develop the above real property as a Dollar General Market, and authorize \_\_\_\_\_ to execute all documents to complete and perform the terms of the Development Agreement.

I do hereby further certify that the foregoing resolutions have not been modified or rescinded and are still in full force and effect.

I do also certify that the officers of the Corporation are as follows:

President: \_\_\_\_\_

Secretary: \_\_\_\_\_

EXECUTED AND DELIVERED this \_\_\_\_ day of \_\_\_\_\_, 2023.

\_\_\_\_\_  
Secretary,

EXHIBIT D

**RESOLUTION NO. 2023-001**

**A RESOLUTION OF THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION (FEDC), APPROVING THE SALE OF REAL PROPERTY AND TO ENTER INTO A DEVELOPMENT AGREEMENT WITH THE OVERLAND GROUP LLC.**

**WHEREAS**, 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;

**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 are authorized to enter this Agreement pursuant to Section 253.012 of the Texas Local Government Code; and

**WHEREAS**, the EDC has considered entering into a Project, that involves transfer of real property described below, and the grant of certain economic development incentives and conditions contained in a Development Agreement with the Overland Group LLC to build and develop a Dollar General Market; and

**WHEREAS**, the EDC held a public hearing, after proper notice, regarding the proposed Project on May 10, 2023; and

**WHEREAS**, the City and the EDC have made the specific findings that the EDC may pursue this development project, that said project is authorized by the Texas Development Corporation Act, and that the project and transfer of real property primarily serves a public purpose.

**NOW THEREFORE, BE IT RESOLVED BY THE FREEPORT ECONOMIC DEVELOPMENT CORPORATION:**

**SECTION 1. DEVELOPMENT AGREEMENT.** The EDC after notice, public hearing, motion, second, and discussion has approved by unanimous vote of the Board of Directors to enter into the proposed Development Agreement and agreement to sale real property;

**SECTION 2. AUTHORIZATION TO EXECUTE.** Upon authorization and approval by the City Council of the City of Freeport, Mingo Marquez, President of the EDC is authorized to sign the Development Agreement, contract for sale of real property, deeds and all documents to complete the Project;

**SECTION 3. EFFECTIVE DATE.** This resolution shall take effect and be in full force and effect immediately.

**SECTION 4. PROPER NOTICE AND MEETING.** It is hereby found and determined that the meeting at which this resolution was passed was attended by a quorum of the Freeport Economic Development Corporation was open to the public, and that public notice of the time, place and purpose of said meeting was given as required by the Open Meetings Act, Texas Government Code, Chapter 551.

Read, passed and adopted the 13<sup>th</sup> day of June, 2023.

\_\_\_\_\_  
Mingo Marquez, President  
Freeport Economic Development Corporation

ATTEST:

\_\_\_\_\_  
David McGinty, Secretary  
Freeport Economic Development Corporation

APPROVED AS TO FORM ONLY:

\_\_\_\_\_  
Christopher Duncan, Attorney  
Freeport Economic Development Corporation

EXHIBIT E

RESOLUTION NO. 2023-2802

**A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; APPROVING AN ECONOMIC DEVELOPMENT PROJECT BY OVERLAND DEVELOPMENT GROUP LLC, TO BUILD A DOLLAR GENERAL MARKET STORE; 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 projects set forth below, that said projects are authorized by the Texas Development Corporation Act, and that the projects promote economic development within the City of FREEPORT.

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

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

Second, the City Council of the City hereby approves the following economic development project:

"DEVELOPMENT AGREEMENT WITH OVERLAND DEVELOPMENT GROUP LLC and associated entities TO BUILD A DOLLAR GENERAL MARKET STORE IN FREEPORT, TEXAS."

Third, 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 \_\_\_\_\_, 2023.

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





## City Council Agenda Items # 6

**Title:** Consideration and possible action on appointment of Chairman of Freeport TIRZ

**Date:** June 20, 2023

**From:** Tim Kelty, City Manager

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**Staff Recommendation:** Staff recommends City Council appoint a Chairman for Freeport Tax Increment Reinvestment Zone Number One.

**Item Summary:**

In order to implement the purposes for which the TIRZ 1 was formed, as set forth in Ordinance No. 2019-2590 approved on December 2, 2019, creating the TIRZ 1, City Council shall annually appoint a member of the TIRZ board to act as Chairman, whose term shall begin on January 1, 2022. The board is comprised of members of the EDC Board and a representative from each participating jurisdiction.

Council's initial appointment to that position was Jeff Pena and last year Shonda Marshal was appointed.

The current TIRZ Board from which the Chair shall be selected includes:

Shonda Marshal,  
Mingo Marquez,  
David McGinty,  
Josh Mitchell,  
Sandra Loeza,  
George Matamoros,  
Ken Tyner from the EDC,

David Thacker from the County  
Anne Bartlett from Brazosport College.

**Background Information:**

The TIRZ that was adopted includes all of the Downtown and the OA Flemming property, as well as all the property along the old River from Downtown to the railroad trestle on the north side of the river. The function of the TIRZ is to capture the incremental revenue generated from new assessed value created in the district to be reinvested in the district to facilitate additional economic development in the District. The TIRZ captures 50% of City ad valorem revenues from incremental increases to from the 2019 base values established at that time. In 2021, both Brazoria County, and Brazosport College added 40% of their increment to the TIRZ district. A major effort

will be targeted at revitalizing the downtown and the development of the EDC's 8.8 acres along the river.

**Special Considerations:** None

**Financial Impact:** None

**Board or 3<sup>rd</sup> Party recommendation:** None

**Supporting Documentation:** None



## City Council Agenda Item # 7

**Title:** Consideration of approval for new fueling system by JF Petroleum Group located at the City of Freeport Service Center.

**Date:** June 20, 2023

**From:** Lance Petty, Assistant City Manager

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**Staff Recommendation:**

Staff recommends approving the purchase of the proposed fueling system for city vehicles from JF Petroleum.

**Item Summary:**

With approval, the following infrastructure will be installed:

- 4000-gallon split tank (3k gallon unleaded, 1k gallon diesel)
- All tank top hardware for operation
- Relocation of existing pedestal pumps
- Relocation of the Veeder-Root monitoring system
- Start up and reprogramming of system

**Background Information:**

The City's fueling system located at the Service Center Located at 510 S Avenue A is permanently out of service. The existing tanks consist of single wall fiberglass that are no longer covered under insurance due to the condition and age. The existing fuel monitoring system monitored water entering the existing tanks and Staff immediately notified TCEQ and contract services for investigation and determined that no fuel had leaked out of the tank and the cause of water intrusion was due to old vent lines. The only option to protect the City Fleet is to permanently close the tanks. The City currently travels to Sun Coast Resources located on Hwy 332 to fuel all city fleet. Fuel cost have escalated and will continue to escalate until new tanks have been installed to allow bulk purchasing again. Once this improvement is complete, the city will fill in the existing tanks per TCEQ.

**Special Considerations:**

If approved, the completion of the project will lower the City's existing fuel costs (bulk), and eliminate additional wear and tear on fleet vehicles traveling to fueling station.

**Financial Impact:**

This is not a budgeted item

The amount proposed for improvement is **\$68,639.30**

**Board or 3<sup>rd</sup> Party recommendation:**

This proposal has been reviewed by City Staff

**Supporting Documentation:**

Cost proposal from JF Petroleum (Texas Buy Board)

10 feet of tank pad

- To provide (1) 4,000 Gallon UL2085 Fireguard AST
- To provide crane/forklift to offload new AST and set on customer provided tank pad
- To anchor new tank in place with concrete anchors
- To provide and install all new AST tank hardware and decals to meet local and state fire code
- To provide and install new fuel pumps and hanging hardware
- To provide electrical to wire in new fuel pumps, relocated existing ATG, and relocated existing Petrovend system
- To reuse all existing ATG hardware and Petrovend hardware
- To reuse (2) probes from existing USTs
- To provide electrical inline emergency stop disconnect
- To start-up and purge air from line for new fuel pump using customer provided fuel
- To register new tank as authorized AST certified installer for manufacturer warranty
- To register new fuel pump system for manufacturer warranty
- To provide all supporting documentation to customer
- To clean up site before completing job and leaving the site

**Pricing:**

Installation, Labor & Materials:	<b>\$68,639.30</b>
Tax (Exempt)	<b>\$0.00</b>
Total	<b>\$68,639.30</b>

**SUBJECT TO THE TERMS OF THIS AGREEMENT, PURCHASER AGREES TO PAY SELLER THE SUM OF Sixty-Eight Thousand Six Hundred Thirty-Nine and 30/100 Dollars (\$68,639.30) (the "Agreement Price") which does not include applicable sales tax.**

*This is notification that this agreement is a separated contract in compliance with Texas Comptroller of Public Accounts rules. The total cost for the project is provided, but is not a lump sum contract. Owner will be provided separate invoices for labor, materials, equipment, and applicable sales tax.*

**Payment Schedule:**

Payment due upon signing	<b>\$30,000.00</b>
Payment due upon mobilization	<b>\$30,000.00</b>
Payment due upon completion	<b>\$8,639.30</b>

**Exclusions, not included in this quote:**

- Removal of existing USTs
- ATG / Veeder-Root or Petrovend Hardware
- Permitting
- Electrical, circuit panel and breakers to the tank pad
- Painting
- Concrete work
- Site preparation
- Engineering
- Environmental
- Erosion and sediment control
- Handling of any product or material classified as hazardous.
- Special or third-party inspections
- Geotechnical/environmental services
- All fuels/products supplied by others
- Bollards or physical protection
- Engineered stamped drawings for permits
- Survey Work
- Additional work not stated above
- Changes required due to inspecting/permitting/code authorities



*innovation that works.*

Date: 5/23/2023

2700 Aldine Bender  
Houston, Texas 77032  
(832) 418 - 8407

Attn: Laurie Motley

Purchaser: City of Freeport  
Street Dept. / Service Center  
510 S. Avenue A  
Freeport, TX 77541

Sales Rep: Zac Conaway (HOU07)  
Quote: 5-ZC-NFF7119-2

Work to be performed at: City of Freeport  
Street Dept. / Service Center  
510 S. Avenue A  
Freeport, TX 77541

PSI JF Petroleum Group (hereinafter "PSI JF Petroleum Group" or "Seller") agrees to furnish the following materials for the above referenced project as defined by your specifications and drawings, subject to the terms and conditions included in this agreement:



Sourcewell Member – City of Freeport, - ID# 154731 <https://www.sourcewell-mn.gov/node/1394101>  
Sourcewell Vendor - JF Petroleum Group Contract ID# 092920 – JFA <https://www.sourcewell-mn.gov/cooperative-purchasing/092920-jfa>



Texas Buy Board – JF Petroleum Group (E)(I)(T) 673-22 | Fueling Systems and Equipment

**Tank:**

(1) 4,000 Gallon (Split 1,000 Gasoline / 3,000 Diesel) UL2085 Double Wall Fireguard Aboveground Storage Tank  
- Coast Environment Paint/Coating

**Tank Hardware:**

- (2) Overfill Prevention Valve with Drop Tube & Top Seal Cap
- (1) Interstitial Liquid Leak Gauge (Mechanical)
- (2) Suction Pipe Strainer
- (2) 7.5 Gallon Top Mount Fill Spill Container
- (2) Fill Adaptor with Cap
- (2) Stick Gauge Adaptor with Cap
- (2) Fuel level Clock Gauge w/ Alarm (gallons display)
- (2) Vent Pipe with Flame Arrestor
- (1) Set of AST Decals
- (1) Tank Gauge Stick

**Fuel Pump:**

- (2) Heavy-Duty Fuel Transfer Pump 115V AC 20GPM with Gallons Mechanical Meter and Pulse Output for Petrovend Fleet Mgmt. Interface
- (2) 20' Hanging Hardware Sets (nozzle, swivel, breakaway, whip, and hose) with Inline Filter Head and High Hose Retractor

**Scope of Work:**

- Customer to provide concrete tank pad (prior to install date)
- Customer to relocate / install electrical power and data for pumps, ATG, and Petrovend system stubbed up with-in

**THIS AGREEMENT IS SUBJECT TO THE FOLLOWING GENERAL TERMS AND CONDITIONS:**

1. **ACCEPTANCE:** This offer when accepted by Purchaser will constitute a bona fide contract subject to these terms and conditions and approval by Seller's authorized representative. Delivery of the materials/equipment herewith, installation of specified equipment, Purchaser's acceptance hereof (either in writing, in electronic format or orally in person or over the telephone), reliance on any of Seller's work (when applicable), and/or the issuance of an invoice, constitutes a binding acceptance by Purchaser of these General Terms and Conditions. This agreement is the entire undertaking of the parties for the subject matter hereof, and there are no promises, agreements, or understandings, oral or written, not specified herein.

2. **PARTIES AND SCOPE OF WORK (WHEN APPLICABLE):** Seller shall include said company or its particular division, subsidiary or affiliate performing the Work (when applicable) as defined above, Purchaser's acceptance thereof and these General Terms and Conditions. Additional materials or equipment ordered by Purchaser shall also be subject to these General Terms and Conditions. If Purchaser is ordering the materials or equipment on behalf of another, Purchaser represents and warrants that it is the duly authorized agent of said party for the purpose of ordering said materials or equipment. Unless otherwise stated in writing, Purchaser assumes sole responsibility for determining whether the quantity and the nature of the materials or equipment ordered by Purchaser are adequate and sufficient for Purchaser's intended purpose. Purchaser shall communicate these General Terms and Conditions to each and every third party to whom Purchaser transmits any part of the materials or equipment. Seller shall have no duty or obligation to any third party greater than that set forth herein, Purchaser's acceptance thereof and these General Terms and Conditions.

3. **PRICES; TERMS OF SALE; CREDIT:**

a. All prices are quoted in good faith; however, from time to time, manufacturers may change prices without notice prior to shipment, Seller may quote an incorrect price, or applicable taxes may increase, in which case any price or tax increase may be added to Purchaser's price. Prices quoted are based on current prices and are subject to change by the manufacturer. Prices quoted shall be firm for seven (7) days from the date of this offer, unless indicated otherwise. Unless otherwise stated in this agreement, prices are F.O.B. place of manufacture. Unless otherwise stated, the freight rate in existence at the date of acceptance of this agreement shall apply but any change in freight rate in effect on shipment date shall result in a corresponding change in price.

b. Unless otherwise specified above, terms are net 7 days on delivery of equipment and due upon completion for services or installation. For equipment ordered for this project, the Purchaser will be invoiced the date the equipment is delivered (shipped from manufacturer) to Seller's warehouse for purposes of convenience or coordination and shall be considered "delivery" for billing purposes. Payment for all such equipment is due upon delivery without retainage. A deposit may be required at Seller's sole discretion. Invoices are due and payable in McAllen, Hidalgo County, Texas to JF Petro Group, Inc., P.O. Box 2346, McAllen, Texas 78502. Purchaser further agrees to pay interest on all amounts invoiced and not paid as required under this agreement at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under the applicable law), until paid.

c. Purchaser shall be responsible for and shall pay all sales, use, excise, governmental surcharge, and other taxes (including penalties and interest) levied in connection with this sale. If payment is not made promptly when due, Purchaser shall pay all costs and expenses of collection, including but not limited to, courts costs and reasonable attorney's fees. Seller may revoke any credit extended to Purchaser because of its failure to pay when due or for any other reason.

d. In addition to the contractual relationship herein created between the Purchaser and Seller, this agreement is further intended by the parties to be a SECURITY AGREEMENT, and as such does hereby create a purchase money security interest in all those certain items of property, equipment and fixtures herein described, which is the COLLATERAL of this Security Agreement. The collateral is given to secure the payment of the agreement price described above, together with all additions thereto and modifications thereof, and all costs and expenses, including but not limited to, courts costs and reasonable attorney's fees incurred by Seller in the collection of the agreement price, or the enforcement of this Contact and Security Agreement. Purchaser further grants Seller a security interest in and to all proceeds, increases, substitutions, replacements, additions and accession to the Collateral. Purchaser agrees that it will pay the Agreement Price secured hereby in accordance with the terms and provisions hereof, and failure to so pay will be considered DEFAULT hereunder, giving rise to the remedies hereinafter set forth. Additionally, it shall be considered DEFAULT hereunder if at any time Seller believes that the prospect of payment of the obligations secured hereby, or the performance of this Agreement and Security Agreement is impaired.

On the occurrence of any such event of default, and at any time thereafter, Seller may declare all obligations secured hereby to become immediately due and payable and may proceed to enforce payment of the same and exercise any and all the rights and remedies, either at law or equity, to which it may be entitled. Seller may require Purchaser to assemble the Collateral and make it available to Seller at any place designated by Seller which is reasonably convenient to both parties. Unless the collateral is perishable or threatens to decline speedily in value, or is of a type customarily sold on a recognized market, Seller will give Purchaser reasonable notice of the time and place of any public sale of the collateral or of the time after which any private sale or any other intended disposition thereof is to be made. The requirements of reasonable notice shall be met if such notice is mailed, postage prepaid, by certified mail, return receipt requested to Purchaser's address as shown above. Expenses of retaking, holding, preparing for sale, or the like, shall include reasonable attorney's fees and related legal expenses incurred by Seller.

All terms used herein which are defined in the Uniform Commercial Code of Texas (Texas Business and Commercial Code) shall have the same meaning herein as in said Code.

e. Seller shall not be bound by any provision or agreement requiring or providing Seller to waive any rights to any lien, including a mechanic's lien, or any provision conditioning Seller's right to receive payment for its work (when applicable) upon payment to Purchaser by any third party.

4. **DELIVERY; SHIPMENT TERMS; FREIGHT DAMAGE CLAIMS:**

a. Shipping dates are approximate; delivery assurances are based on manufacturers' material suppliers to maintain schedules. Delivery promises are contingent upon fires, strikes, accidents, lockout, work stoppages, war, riot, availability of materials, acts of God, governmental action or regulation, or for other causes beyond Seller's control. The Seller shall have no liability for any delay, failure to deliver, loss of business, liquidated damages or other loss or damages which might result therefrom. The Seller will endeavor to maintain schedules, but cannot guarantee to do so. Delivery, unless otherwise stated, does not include unloading. Seller shall not be liable for damage in transit of any materials furnished. The Purchaser shall make a secure area (the "Secured Area") available to Seller if requested by Seller. Any necessary relocation of equipment or installation materials from the Secured Area will be at Purchaser's expense.

b. The shipping terms, including the F. O. B. point (such as "shippers dock" or a designated destination), may be indicated on the face of this agreement. The shipping terms should also include whether freight is "collect" or to be "prepaid and added". If these terms are not indicated, they may be chosen by Seller at Seller's sole discretion. Whenever merchandise is delivered to the designated F.O.B. point, by common carrier (by manufacturer or Seller), or is received by Purchaser, whichever is earlier, Seller's responsibility ceases and full risk of loss (including transportation delays and losses) and title passes to Purchaser, and Purchaser shall be liable to Seller for the full price of the merchandise. Delivery to Seller's facility for purposes of convenience, coordination or price protection shall be considered "delivery" for invoice purposes.

c. If any damage is evident upon delivery, Purchaser must make a notation on the freight bill of lading and have the carrier's agent sign upon delivery for claim record. Purchaser must immediately notify Seller and file a claim with the carrier, as Seller assumes no responsibility for goods damaged in shipment. Shortages and hidden damages or defects to goods must be reported to Seller and carrier within 30 days of receipt of shipment. The quoted prices do not include the cost of unloading, which is Purchaser's responsibility.

**5. INSURANCE, LIMITED WARRANTY, INDEMNITY AND HOLD HARMLESS:**

a. Seller does not extend any warranties to Purchasers of materials and equipment. The products sold by Seller may be warranted by the manufacturer of the product but only to the extent of any warranty offered by the manufacturer. Purchaser shall register equipment warranties with the manufacturer. MANUFACTURERS OR SELLER HAVE NO LIABILITY WHATSOEVER FOR INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, including but not limited to lost profits, down time, loss of material or product, clean up costs associated with loss of product, or damage to other equipment, unless said damage is proven to have been caused by Seller's sole negligence. No warranty is extended where equipment is improperly installed by Purchaser, its employees, agent, representative or contractor. Seller represents that it will convey good title to the items purchased, however, except as modified in the next paragraph, SELLER MAKES NO OTHER WARRANTY OF ANY KIND WHATSOEVER, EXPRESS OR IMPLIED, AND ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE HEREBY DISCLAIMED BY SELLER.

b. Purchaser agrees to hold Seller harmless from and defend and indemnify it against any of Seller's or Purchaser's losses in connection with any property damage, personal injury or death, whether same is related to any claim, penalty, or fine by government agency for pollution, environmental damage, cleanup, or otherwise, or whether any claim is made by any third party against Seller or Purchaser or said damage, personal injury or death is claimed or sustained by Purchaser or Purchaser's employee or made against Purchaser or Seller in connection therewith, including but not limited to damages, costs, expenses, and attorneys fees, except to the extent that said damage, personal injury or death is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller, its agent or employee or any third party under the control or supervision of the Seller, other than the Seller or its agent, employee or subcontractor of any tier. Where a penalty, fine or claim for pollution damage or cleanup is made against Seller in connection with installation of materials or equipment, Purchaser agrees to hold Seller harmless from and defend and indemnify it against same, except to the extent that said fine or claims is proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

c. Seller shall have NO LIABILITY under this warranty if equipment malfunctions or other problems result, directly or indirectly, from accident (not caused by Seller), subsequent work on equipment by Purchaser or third party, improper operation of equipment, inadequate maintenance, and/or failure to protect properly the equipment from environmental hazards. Seller does not assume any liability and Purchaser agrees to hold Seller harmless from and defend and indemnify Seller for losses or claims for tanks(s) that emerge from their set position and/or are lost after installation due to improper ballasting, ground water, high water tables, or hydrostatic pressure, unless proper anchorage is provided for under terms of this agreement, and **Purchaser shall at all times provide adequate ballast.**

d. NO EMPLOYEE OR REPRESENTATIVE OF SELLER IS AUTHORIZED TO CHANGE THIS WARRANTY IN ANY WAY.

e. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, either in whole or part, to Purchaser's specifications, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Purchaser will defend and indemnify Seller against any claims for damages for profits arising from infringements of patents, designs, trade secrets, copyrights, trade names, and/or trademarks with respect to goods manufactured, by Seller and modified by Purchaser, except to the extent that said claims are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller. Seller assumes no liability for sales engineering or application information extended by its personnel. Purchaser agrees to hold Seller and its representatives harmless from and indemnify them against any and all claims, losses, damages, judgments, and costs, whether direct or indirect, or by reason of any reliance upon said representatives concerning sales, engineering or application information provided by Seller and/or its representatives, except to the extent that said claims, losses, damages, judgments, and costs are proven to have been caused by the negligence or fault, the breach or violation of a statute, ordinance, governmental regulation, standard, or rule, or the breach of the contract of the Seller.

f. NO ACTION OR CLAIM, WHETHER IN TORT, CONTRACT, OR OTHERWISE, MAY BE BROUGHT AGAINST SELLER, ARISING FROM OR RELATED TO THE MATERIALS OR EQUIPMENT HEREBY PURCHASED MORE THAN TWO YEARS AFTER THE DATE OF PURCHASE.

**6. CANCELLATIONS AND RETURN OF GOODS:** Purchaser may cancel an order only upon advance written approval of Seller and provided Purchaser pays freight charges and Seller's reasonable cancellation and restocking charges, which are based in part on manufacturer's charges. No merchandise may be returned without Seller's advance written consent, with shipping instructions furnished, and no merchandise will be accepted for credit without Seller's authorization. At the option of the Seller, the return of material prior to Purchaser receiving Seller's approval will result in the material remaining the property of Purchaser, and it will be stored at Purchaser's sole risk and expense. If such material is not picked up by Purchaser within ten (10) days from the date of the unauthorized return, Seller, may, at its sole option, declare Purchaser's interest and right to the material forfeited and retain all money Purchaser has paid as liquidated damages. This means, Purchaser shall have no further rights in the material and no money will be refunded or credit given. If Seller accepts the material in return for credit, a handling charge based in part on acceptance of the material for return by the manufacturer will be charged, and no credit shall be issued to Purchaser until credit from the manufacturer is received.

**7. GOVERNMENTAL COMPLIANCE:** Environmental compliance is Purchaser's responsibility. Purchaser's failure to comply strictly



with applicable federal, state or local requirements, rules and/ or regulations (including but not limited to those applicable to notice) shall completely void Seller's limited warranty under this Agreement. It is Purchaser's responsibility to report any inventory shortage or suspected release to federal, state and all other authorities having jurisdiction and to Seller within 24 hours of occurrence. Purchaser agrees to hold Seller harmless from and indemnify and defend Seller against any claims or liability relating to Purchaser's failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice. If Purchaser fails to comply strictly with any federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice, Purchaser hereby releases Seller its officers, directors, employees, agents, affiliates, subsidiaries, related entities, successors and assigns (collectively "Releasees") from any and all liabilities, claims, obligations, suits, proceedings, causes of action, whether known or unknown, suspected or unsuspected, both at law and in equity, which Purchaser ever had, now has or may hereafter have against any of the Releasees arising out of or relating to its failure to comply strictly with all federal, state or local environmental requirements, rules and/or regulations, including those applicable to notice.

**8. MANUFACTURER INFORMATION:** Seller may provide manufacturer's product information and installation instructions for informational purposes, but makes no representations regarding such information. Seller may also provide manufacturer's product operating manual when available.

**9. RECORD KEEPING.** Purchaser is responsible to keep daily accurate inventory records on products stored in tanks, lines, and dispensing equipment. In the event of a shortage or leakage within seven (7) calendar days from date of installation, Purchaser shall immediately notify Seller. In no event shall Seller be responsible for shortages, clean-up or related costs incurred for said shortages or leakages prior to notification. Notification must be made by telephone contact, immediately followed by written confirmation within twenty-four (24) hours.

**10. ENFORCEABILITY / SEVERABILITY, NON-WAIVER AND NON-ASSIGNABILITY:** If any of the provisions hereof shall be deemed unenforceable by reason of law or court ruling, the remaining provisions shall be deemed enforceable. Any waiver of a breach of this agreement shall not be construed as a waiver of any other breach. Purchaser may not assign this agreement or any rights hereunder, in whole or part, without the prior written consent of Seller.

**11. MANDATORY MEDIATION AND CHOICE OF LAW AND FORUM. ANY DISPUTE INVOLVING THE ENFORCEMENT OR INTERPRETATION OF THIS AGREEMENT IS SUBJECT TO MANDATORY, NON-BINDING MEDIATION UNDER THE CONSTRUCTION INDUSTRY MEDIATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION, THE COST OF WHICH IS TO BE BORNE BY THE PARTIES EQUALLY, PRIOR TO EITHER PARTY PURSUING ARBITRATION AS REQUIRED UNDER THIS AGREEMENT. THE PLACE OF THE MEDIATION SHALL BE IN HIDALGO COUNTY, TEXAS.** All other provisions hereof and of all resulting orders are to be governed and construed under the laws of the State of Texas, and the courts of said state shall have sole jurisdiction over any dispute concerning this agreement.

**12. ENTIRE AGREEMENT:** This Agreement constitutes the entire understanding of the parties, and there are no representations, warranties or undertakings made other than as set forth herein; however, this agreement is subject to revision and may not be the final project cost. This agreement is further binding between the parties for all labor performed, materials supplied and/or work completed (when applicable) between the parties whether or not such work is included within the scope of the Work as defined herein this Agreement.

**Acceptance:** The above prices, specifications and conditions included and detailed above have been read and are hereby accepted, including the statement concerning this project is not a "lump sum" project. Purchaser is responsible for all sales, use and other governmental taxes and charges, which are not included in the price unless expressly stated. Seller is authorized to do the work as specified and payment will be made as outlined above. Seller may revoke this offer before acceptance.

**IN WITNESS THEREOF, THE PARTIES HAVE CAUSED THIS AGREEMENT TO BE EXECUTED BY THEIR DULY AUTHORIZED REPRESENTATIVES.**

**THIS OFFER MAY BE WITHDRAWN OR REVISED BY PSI JF Petroleum Group IF NOT ACCEPTED WITHIN 7 DAYS OF THE DATE OF PSI JF Petroleum Group Date BELOW.**

**PSI JF Petroleum Group**

By: \_\_\_\_\_ Zac Conaway (HOU07)

Title: Commercial Sales Representative Date: 5/23/2023

**ACCEPTED FOR:** \_\_\_\_\_ City of Freeport

By: \_\_\_\_\_ Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

**PROJECT INFORMATION**

Please provide the following information:

Date: \_\_\_\_\_ Salesman: \_\_\_\_\_

Site Name: \_\_\_\_\_

Street Address: \_\_\_\_\_

City/State//Zip: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

TCEQ Facility ID #: \_\_\_\_\_

Legal Description: \_\_\_\_\_

Ownership Names(s): \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

Billing Address: \_\_\_\_\_

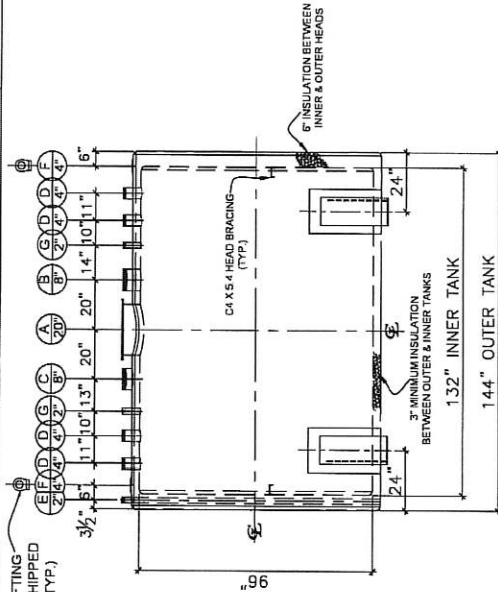
Contact Name(s): \_\_\_\_\_

Phone: \_\_\_\_\_ Fax: \_\_\_\_\_

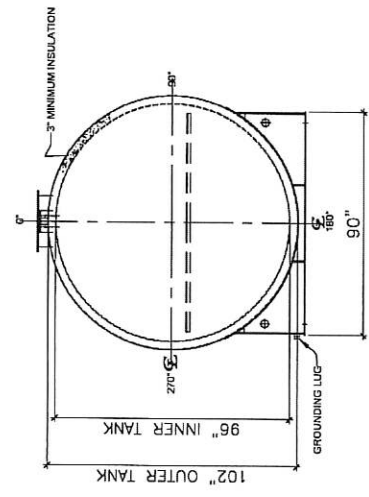
Cell: \_\_\_\_\_ e-mail: \_\_\_\_\_

**NOZZLE SCHEDULE**

ITEM	SIZE	RATING	TYPE	MATL.	PROJ. IN	PROJ. OUT	REMARKS	NOTES
A	20"	U.L.	M.W.	C.S.	STD.	STD.	SINGLE PUNCHED	TIGHT BOLTED
B	8"	N.P.T.	CPL.	C.S.	STD.	STD.	PRIMARY	EMERGENCY VENT OPENING
C	8"	N.P.T.	H.CPL.	C.S.	STD.	STD.	SECONDARY	EMERGENCY VENT OPENING
D	4"	N.P.T.	CPL.	C.S.	STD.	STD.	-	-
E	2"	N.P.T.	PIPE	C.S.	STD.	STD.	-	MONITORING PORT
F	4"	N.P.T.	W.F.	C.S.	STD.	STD.	-	INTERSTICE FILL
G	2"	N.P.T.	CPL.	C.S.	STD.	STD.	-	-



**FRONT VIEW**



**LEFT SIDE**

**NOTES:**

- A. Quantity: One
- B. Material: H.P. Carbon Steel.
- C. Design Pressure: Atmospheric.
- D. Design Temperature: Ambient.
- E. Built & labeled per U.L. #142, #2085 & STI Fireguard Specifications.
- F. Interstice to be filled w/ 3" min. thermal insulation per Fireguard specs.
- G. Exterior: Blast & apply one shop coat WHITE enamel.
- H. All fittings to be labeled and protected for shipment.
- I. Customer to verify nozzle sizes, locations and quantities.
- J. Saddles/skids may require shimming or grouting during installation.

APPROVAL FOR CONSTRUCTION  
 SCHEDULE A - MASTER TERMS &  
 CONDITIONS OF SALE

APPROVED AS DRAWN.

APPROVED WITH NOTED CHANGES.  
 CONSTRUCTION WILL BE SCHEDULED  
 WHEN SIGNED DRAWING IS RECEIVED.

SIGNATURE \_\_\_\_\_  
 DATE \_\_\_\_\_

VESSEL DESCRIPTION	4000 Gallon 96" I.D. x 11'-0" O.A.L. Fireguard Saddle Tank
CUSTOMER	-
DATE	-
SCALE	-
DRAWN BY	TC
CHECKED BY	-



**FIREGUARD®** double-wall fire-protected aboveground storage tank features an inner and outer steel tank with a unique lightweight thermal insulation material that exceeds the UL 2-hour fire test. Insulating material is 75% lighter than concrete, reducing shipping, installation and relocation costs.



**Unique Thermal Insulating Material is  
75% Lighter than Concrete**

### **FIREGUARD® features:**

- Insulates product in tank from ambient temperature variations, reducing emissions to the environment
- Primary and secondary tank can be tightness tested on site with standard testing procedures, unlike other designs
- Steel outer wall provides low cost maintenance and protection from weathering
- Primary storage tank and secondary containment compatible with a wide range of fuels and chemicals, including biodiesel and ethanol
- Support designs available for all seismic requirements
- Interstitial space can be monitored for leak detection
- Meets temperature requirements when the furnace test was extended to 4 hours

### **FIREGUARD® The only tank that meets all of these standards:**

- UL 2085 Listed "Protected" tank
- Ballistics and Impact protection per UL 2085
- Both the inner and outer steel tanks are built to UL standards
- National Fire Protection Association (NFPA) 30 & 30A
- International Fire Code (IFC)
- California Air Resources Board (CARB) Standing Loss Control testing requirements for air emissions
- Steel Tank Institute (STI) Standard F941 for Protected Aboveground Storage Tanks

### **Additional features:**

- Capacities range up to 75,000 gallons
- Steel construction allows for recycling
- Low cost compartments and customization
- Built to nationally-recognized STI standards with strict third-party quality control inspection program



**Compatible With a Wide Range of Fuels and Chemicals, Including Biodiesel and Ethanol**

### **Available Designs:**

- **Horizontal**
- **Vertical**
- **Rectangular**

**FIREGUARD® is available from a large network of STI Licensed Manufacturers • [www.steeltank.com](http://www.steeltank.com)**

# FIREGUARD® SPECIFICATIONS

## CYLINDRICAL DESIGN

Outer Tank Dimensions (inches)*				Outer Tank Dimensions (inches)*			
Gallons	Diameter	Length	Approx. Weight(lbs.)	Gallons	Diameter	Length	Approx. Weight(lbs.)
186	48	54	1,750	4,000	90	174	12,300
250	48	68	2,100	5,000	102	168	13,750
300	50	72	2,350	6,000	102	198	15,500
500	60	76	3,100	8,000	102	258	20,000
560	60	84	3,350	10,000	102	330	24,500
1,000	70	78	3,800	12,000	102	390	28,000
1,500	70	114	5,500	15,000	126	312	34,500
2,000	70	150	6,500	20,000	126	414	39,500
2,500	70	186	7,900	25,000	126	516	49,000
3,000	70	222	9,000	30,000	126	618	74,000

## RECTANGULAR DESIGN

Outer Tank Dimensions (inches)*				
Gallons	Length	Width	Height	Approx. Weight (lbs.)
186	44	44	55	2,100
250	117	36	36	3,100
250	78	50	36	2,800
500	140	51	36	4,800
750	140	72	35	6,100
1,000	127	72	36	4,300
1,000	88	72	50	3,800
1,500	124	88	43	5,400
2,000	140	86	50	6,300
2,000	140	72	60	6,100
2,500	140	88	60	7,000
3,000	250	72	50	10,900
3,000	117	102	72	8,800
4,000	331	72	50	14,100
4,000	154	102	72	10,900
5,000	336	72	60	15,600
5,000	191	102	72	13,100
6,000	402	72	60	18,400
6,000	228	102	72	15,200
8,000	370	102	60	21,500
8,000	302	102	72	19,400
10,000	460	102	60	26,300
10,000	376	102	72	23,700
12,000	451	102	72	27,900
15,000	386	102	102	36,500
18,000	462	102	102	42,900
24,700	465	137	102	51,650

\*Dimensions and weights are sample sizes. Individual manufacturers may have alternate dimensions.

### Is Your ABOVEGROUND TANK EVERYTHING IT'S CRACKED UP TO BE?

#### FIREGUARD®

VS

#### CONCRETE ENCASED

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>Secondary containment is testable on-site using standard, economical testing procedures</li> <li>Impermeable, crack resistant steel outer tank which encloses the concrete encased primary tank</li> <li>Steel secondary containment provides added strength, security and is easily recycled</li> <li>The lightweight monolithic thermal insulation material Fireguard® uses is a specialized concrete that is part of a patented process resulting in a lighter material weight than concrete alone</li> <li>Both the primary and secondary tanks are fitted with emergency vents that will open in an emergency at a minimum pressure of 2.5 psi</li> </ul> | <ul style="list-style-type: none"> <li>The secondary containment on certain designs may require elaborate and expensive procedures to be tested on-site</li> <li>Exposed concrete outer wall is susceptible to cracking, spalling and weathering - problems that are expensive to correct and are typically not covered by warranty</li> <li>Polyethylene sheeting depends on concrete for strength and takes years to decompose</li> <li>An average 12,000 gallon concrete-encased tank weighs approximately 100,000 pounds - increasing costs in transporting and setting the tank in a new location</li> <li>Primary tank is fitted with an emergency vent, but the secondary encasement is designed to fail in an emergency</li> </ul> |
|---|--|

*Fireguard® is available from an extensive group of Steel Tank Institute fabricators who participate in the STI Quality Assurance Program.*

*Under the program, independent quality control inspectors make unannounced visits to STI members, ensuring fabrication to the highest possible standards.*





## City Council Agenda Item # 8

**Title:** Consideration of additional funding for Road Improvements for the Alley @ East 5<sup>th</sup> North to FS1 and Seal Coating the South Parking Lot at FS 1 to B3 Resources LLC

**Date:** June 20, 2023

**From:** Lance Petty, Assistant City Manager

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**Staff Recommendation:**

Staff recommends additional funding for the reconstruction of the alley located at East 5<sup>th</sup>, North to FS1 and seal coating the south parking lot at FS1 to B3 Resources LLC

**Item Summary:**

With approval of additional funding, contractor will begin immobilization to reconstruct the failed alley surface and seal coat the FS1 parking lot.

**Background Information:**

The City of Freeport Staff consistently evaluates the road surfaces within the city. During evaluations of the road surfaces, it was determined that this alley surface and the south parking lot at FS1 needs immediate attention. The City of Freeport allocated additional funding for street and drainage repairs in this year’s fiscal budget. The city staff received (4) four quotes for the necessary improvements.

The list includes quotes received for the reconstruction of the alley located at East 5<sup>th</sup> North to FS1 and Seal Coating the south parking lot at FS1:

	Alley	Seal Coating	Total
B3 Resources LLC,	\$16,500.00	\$4,500.00	\$21,000.00
Southern Gulf Solutions	\$19,800.00	\$5,400.00	\$25,200.00
Houston Paving Company	\$18,480.00	\$5,040.00	\$23,520.00
Asphalt Maintenance Inc.	\$17,325.00	\$4,725.00	\$22,050.00

**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 this project will be in this year's fiscal budget streets and drainage.

The requested amount for this project is: **\$21,000.00**

**Board or 3<sup>rd</sup> Party recommendation:**

This quote has been reviewed by City Staff

**Supporting Documentation:**

Quotes received

Photos of damaged area for repairs



# B3 Resources, LLC

Proposal #51823B

May 18, 2023

To: **City of Freeport**  
**510 S. Avenue A**  
**Freeport, Texas 77541**

Attn: Lance Petty  
Email: [lpetty@freeport.tx.us](mailto:lpetty@freeport.tx.us)

**RE: Alley East 5<sup>th</sup> to Fire Station 1**

Mr. Petty,

Thank you for the opportunity to bid on the above referenced project. Please find below, our scope of work. Any changes not in the description below will be considered a change in the scope and will be a change order. Should you require additional information, please contact our office. Again, thanks for this opportunity.

## SCOPE OF WORK

**Recycle Base to approx.: 2,400 SF (not to exceed)**

- 1) Mobilization.
- 2) Recycle existing failed base & asphalt to approx.: 2,400 SF @ a depth of 8" using 50 lbs. per sq. yd. of Portland cement to assure stable sub-grade.
- 3) Grade for positive drainage.
- 4) Tack Coat with SS1
- 5) Install 3" Type C HMA.
- 6) De-mobilization.

**Bid Total: \$16,500.00**



Respectfully submitted,

**Willie Bockel**  
**281-384-7000**  
**B3 Paving & Construction**



**Payment:** is due within 10 days of completion. All past due balances are subject to a service charge calculated at the maximum legal rate. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over the above estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, flood, and other necessary insurance upon above work.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work specified. Payment will be as agreed.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exclusions:**

Tax  
Permits  
Any Fees  
Testing  
Off-Site work  
Spoils generated by other trades  
Any unforeseen objects below 8"  
Not responsible for any kind of weather or storm conditions, tides, etc.



# B3 Resources, LLC

Proposal #51823C

May 18, 2023

To: **City of Freeport**  
**510 S. Avenue A**  
**Freeport, Texas 77541**

Attn: Lance Petty  
Email: [lpetty@freeport.tx.us](mailto:lpetty@freeport.tx.us)

**RE: Alley East 5<sup>th</sup> to Fire Station 1 – Seal Coat**

Mr. Petty,

Thank you for the opportunity to bid on the above referenced project. Please find below, our scope of work. Any changes not in the description below will be considered a change in the scope and will be a change order. Should you require additional information, please contact our office. Again, thanks for this opportunity.

## SCOPE OF WORK

**Seal Coat to approx.: 7,200 SF (not to exceed)**

- 1) Clean existing asphalt with power broom and blowers to remove any loose debris.
- 2) Install crack filler to all cracks up to 1/4in.
- 3) Apply (3) HD coats pave shield asphalt sealer to existing asphalt.
- 4) Restripe back to current.

**Bid Total: \$4,500.00**

Respectfully submitted,

**Willie Bockel**  
**281-384-7000**  
**B3 Paving & Construction**



**Payment:** is due within 10 days of completion. All past due balances are subject to a service charge calculated at the maximum legal rate. All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will become an extra charge over the above estimate. All agreements are contingent upon strikes, accidents, or delays beyond our control. Owner is to carry fire, tornado, flood, and other necessary insurance upon above work.

NOTE: This proposal may be withdrawn by us if not accepted within 60 days.

**ACCEPTANCE OF PROPOSAL:**

The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to proceed with the work specified. Payment will be as agreed.

Print Name: \_\_\_\_\_ Signature: \_\_\_\_\_ Date: \_\_\_\_\_

**Exclusions:**

- Tax
- Permits
- Any Fees
- Testing
- Off-Site work
- Spoils generated by other trades
- Any unforeseen objects below 8"
- Not responsible for any kind of weather or storm conditions, tides, etc.



# SOUTHERN GULFSOLUTIONS

May 19, 2023

Attn: Lance Petty

Email: lpetty@freeport.tx.us

Ref: Alley East 5<sup>th</sup> to Fire Station 1

SGS Estimate Number: 20.063 Rev. 1

Mr. Petty,

Southern Gulf Solutions, LLC is pleased to submit our proposal for the above-referenced project. Southern Gulf Solutions, LLC proposes to furnish all Supervision, Labor, Material, Equipment, and Insurance for the "Lump Sum" pricing below:

Alley East 5th to Fire Station 1 .....\$19,800.00

CLARIFICATIONS / QUALIFICATIONS: Recycle – approx. 2,400 SF

1. Recycle failed materials at 8" depth using Portland cement.
2. Grade for positive drainage.
3. Apply SS1 Tack Coat.
4. Install 2" Type C Hot Mix.

Southern Gulf Solutions, LLC will complete the work per the above referenced bid clarifications and qualifications.

Should you have any questions or concerns please give us a call.

Regards,

*Larry* Peet

Larry Peel  
Estimator  
Southern Gulf Solutions, LLC  
979 201-9940

P.O. Box 3096 Lake Jackson, Texas 7756



# SOUTHERN GULFSOLUTIONS

May 19, 2023

Attn: Lance Petty

Email: lpetty@freeport.tx.us

Ref: Alley East 5<sup>th</sup> to Fire Station 1 – Seal Coat

SGS Estimate Number: 20.062 Rev. 1

Mr. Petty,

Southern Gulf Solutions, LLC is pleased to submit our proposal for the above referenced project. Southern Gulf Solutions, LLC proposes to furnish all Supervision, Labor, Material, Equipment, and Insurance for the "Lump Sum" pricing below:

Alley East 5th to Fire Station 1 – Seal Coat.....\$5,400.00

CLARIFICATIONS / QUALIFICATIONS: Seal Coat – approx.: 7,200 SF

1. Clean and prepare area for sealer.
2. Install crack filler to ¼" to any cracks.
3. Apply Pave Shield Sealer.
4. Stripe back to current.
5. Bid excludes probing.
6. Bid excludes soil testing.

Southern Gulf Solutions, LLC will complete the work per the above referenced bid clarifications and qualifications.

Should you have any questions or concerns please give us a call.

Regards,

*Larry* Peet

Larry Peel  
Estimator  
Southern Gulf Solutions, LLC  
979 201-9940



## PROPOSAL

No.

PHONE [713]278-9600

FAX [713] 278-1232

1251 Caudle Drive  
HOUSTON, TEXAS 77055

**City of Freeport**  
**510 S. Avenue A**  
**Freeport, Texas 77541**

**Contact:** Lance Petty  
**Email:** [lpetty@freeport.tx.us](mailto:lpetty@freeport.tx.us)  
**Project:** Alley E. 5<sup>th</sup> to Fire Station 1  
**Location:** Freeport, TX

### **Reclaim (approximately 2,400 square feet)**

- Reclaim existing failed materials at 8" depth using Portland Cement for subgrade stability.
- Grade.
- Apply SS1 Tac coat.
- Installation of Type C – HMA at 2".

**Proposed Amount: \$18,480.00 + tax**



## PROPOSAL

No.

PHONE [713]278-9600

FAX [713] 278-1232

1251 Caudle Drive  
HOUSTON, TEXAS 77055

**City of Freeport**  
**510 S. Avenue A**  
**Freeport, Texas 77541**

**Contact:** Lance Petty  
**Email:** [lpetty@freeport.tx.us](mailto:lpetty@freeport.tx.us)  
**Project:** Alley E. 5<sup>th</sup> to Fire Station 1  
**Location:** Freeport, TX

### Seal Coat (approximately 7,200 square feet)

- Clean & Prep area.
- ¼" Crack Fill Installation.
- Apply HD Pave Shied (2 Coats).
- Stripe to current.

**Proposed Amount: \$5,040.00 + tax**

Asphalt -Maintenance Inc

Estimate

P O Box 2617  
 Pearland, TX 77588

Date	Estimate #
05/19/2023	7304

P.O. No.
Freeport, TX

Name / Address
City of Freeport 510 S Avenue A Freeport, TX 77541

Description	Qty	Total
City of Freeport Alley E 5 <sup>th</sup> to Fire Station 1  Provide labor, materials, and equipment necessary for the following:  Recycle/Reclaim approx.: 2,400 SF Recycle/Reclaim failed base and asphalt will be replaced with 8" cement stabilized concrete base compacted to 95% Standard Proctor Density Areas will be prime coated with SS-I emulsion and lay a compacted 2.0" of Type C Hot Mix and rolled with vibratory steel wheel roller		
Materials and labor		17,325.00
Sales Tax		1,429.31
281-821-7188 or 281-573-1460	Fax 281-573-1076	<b>Total</b> \$18,754.31



Asphalt -Maintenance Inc

P O Box 2617  
 Pearland, TX 77588

Estimate

Date	Estimate #
05/19/2023	7305

P.O. No.
Freeport, TX

Name / Address
City of Freeport 510 S Avenue A Freeport, TX 77541

Description	Qty	Total
City of Freeport Alley E 5 <sup>th</sup> to Fire Station 1 – Seal Coat  Provide labor, materials, and equipment necessary for the following:  Seal Coat approx.: 7,200 SF Clean existing area to remove any loose debris. Install ¼" Crack filler to cracks.  Apply 2 coats pave shiel sealer.  Restripe meeting all City and State regulations.		
Materials and labor		4,725.00
Sales Tax		389.81
281-821-7188 or 281-573-1460	Fax 281-573-1076	<b>Total</b> \$5,114.81

Alley East 5<sup>th</sup> to Fire Station 1

160 ft. x 15ft 2,400 sqft

Mill, Subgrade, Stabilize, 2" Asphalt

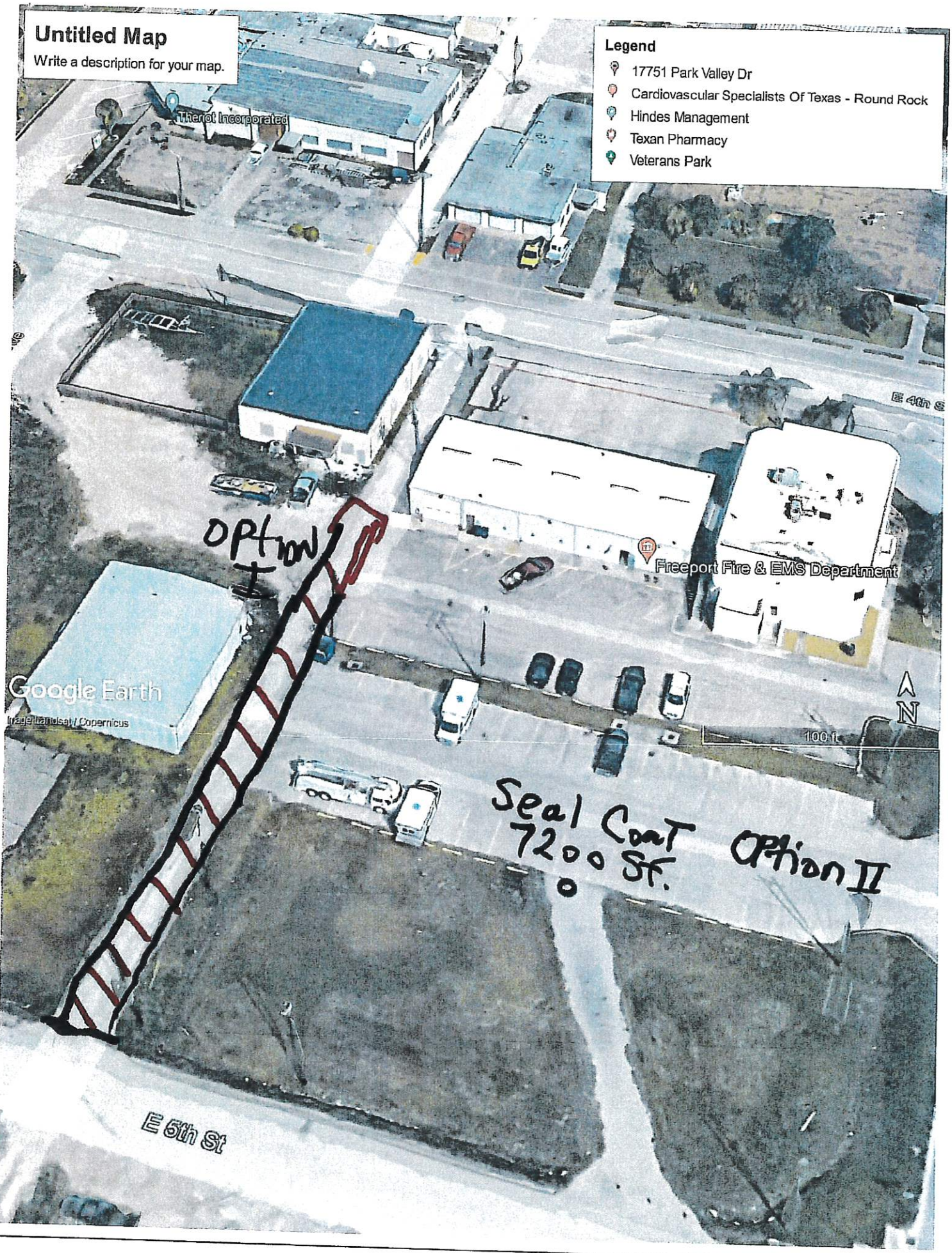


# Untitled Map

Write a description for your map.

## Legend

- 📍 17751 Park Valley Dr
- 📍 Cardiovascular Specialists Of Texas - Round Rock
- 📍 Hindes Management
- 📍 Texan Pharmacy
- 📍 Veterans Park



Option I

Seal Coat  
7200 SF.

Option II

Freeport Fire & EMS Department

E 5th St

E 4th St

Google Earth  
Image Landsat / Copernicus



100 ft



## City Council Agenda Items # 9

**Title:** Consideration and possible action approving proposed Resolution of appointments for the open positions on the Beautification Parks and Rec, and one open position on the Senior Citizen Commission.

**Date:** June 20, 2023

**From:** Betty Wells, City Secretary

---

**Staff Recommendation:**

Staff recommends selection of individuals and the approval of the proposed resolution to appoint qualified individuals to serve on the above listed Boards.

**Item Summary:**

The Beautification Parks and Rec board has been inactive for many years. At the time of this memo the city has received seven applications from individuals who are interested in serving on this Board. The Senior Citizen Commission has one position that remains vacant. At the last meeting Ona Johnson, Sammy Moore, Sandra Childress and Jane Hawkins were reappointed to continue their service on the commission. Ms. Tanya Sharp had reapplied to continue serving on this commission as well. A motion was also made and voted upon to appoint Deana Cardoza to replace Tanya Sharp, however City Charter requires that City Council appoint individuals 55 years and over to the Commission. Ms. Cardoza does not meet this requirement, and therefore a new appointment is necessary.

All board members are appointed to fulfill 2-year terms and serve at the pleasure of City Council. Members may be removed at any time and for any reason as voted on by the majority of City Council.

The applications are attached to this memo of interested applicants to serve on this Board.

**Background Information:** None

**Special Consideration:** There are seven applicants to fill seven positions on the Beautification/Park and Rec Board. There are two applications for the Senior Citizens Commission, Tanya Sharp and Vince Baker, to fill one vacant position.

**Financial Impact:** None

**Supporting Documentation:** Resolutions for Board, and applications received from each individual.

**RESOLUTION NO. 2023-2804**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, NOMINATING, CONSTITUTING AND APPOINTING A QUALIFIED PERSON(S) TO THE BEAUTIFICATION/PARKS AND REC OF THE CITY; PROVIDING FOR THE DUTIES OF OFFICE; AND PROVIDING FOR THE TAKING OF THE OATH OF OFFICE REQUIRED BY LAW.**

**WHEREAS**, the Freeport Beautification/Parks and Rec Board of the City of Freeport, Texas ("the City") has been vacant for many years;

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

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

**SECTION ONE (1): APPOINTMENT**

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person(s) to the Freeport Beautification/Parks and Rec Board of the City for a term of two (2) years which expires on May 31, 2025, and until a successor for such person shall have been appointed and qualified, to-wit.

\_\_\_\_\_  
\_\_\_\_\_

**SECTION TWO (2): DUTIES**

The above-named appointee(s) shall perform all of the duties imposed on members of the Freeport Beautification/Parks and Rec Board of the City by law.

**SECTION THREE (3): OATH OF OFFICE**

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

READ, PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Brooks Bass, Mayor  
City of Freeport, Texas

**ATTEST:** \_\_\_\_\_

Betty Wells, City Secretary  
City of Freeport, Texas

**RESOLUTION NO. 2023-2805**

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

**WHEREAS**, the term of office of the **Tanya Sharp** has expired from the Board Member of the Freeport Senior Citizen Board of the City of Freeport, Texas ("the City");

**WHEREAS**, the term of appointment of the above-board member terminates on May 31, 2023;

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

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

**SECTION ONE (1): APPOINTMENT**

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person(s) to the Freeport Senior Citizen Board of the City for a term of two (2) years which expires on May 31, 2025, and until a successor for such person shall have been appointed and qualified, to-wit.

\_\_\_\_\_  
\_\_\_\_\_

**SECTION TWO (2): DUTIES**

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

**SECTION THREE (3): OATH OF OFFICE**

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

READ, PASSED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2023.

**APPROVED:**

\_\_\_\_\_  
Brooks Bass, Mayor  
City of Freeport, Texas

**ATTEST:** \_\_\_\_\_  
Betty Wells, City Secretary  
City of Freeport, Texas

City of Freeport  
Capital Projects  
As of May 31, 2023

Project	Project Status	Budget/Estimated Cost	Spent To Date	Remaining Budget
<b>Fund 67 - 2021 CO Bond Fund</b>				
Lift Station 3, 4, and 14 Rehabilitation	Complete	\$ 1,735,713.00	\$ 1,444,334.54	\$ 291,378.46
FM 1495 Water Line Relocation	Construction has begun	395,476.84	397,914.34	(2,437.50)
Phase I SSOI Engineering	Underway	215,926.36	-	215,926.36
Sanitary Sewer Collection GLO Project	Contract has been awarded. Construction to begin 7/5/2023	59,316.26	-	59,316.26
Wastewater Treatment Plant Grant Match	Engineering is 90% Complete	60,520.00	-	60,520.00
Avenue H Sewer Line Replacement Grant Match	Complete	42,375.00	40,192.30	2,182.70
WWTP Improvements	Council Approved Task Authorization for Freese & Nichols engineering	1,928,630.00	-	1,928,630.00
Sewer Line Replacement SSOI	CCTV & Manhole inspections underway	562,042.54	-	562,042.54
	<b>Total Fund 66 - 2021 CO Bond Fund</b>	<b>\$ 5,000,000.00</b>	<b>\$ 1,882,441.18</b>	<b>\$ 3,117,558.82</b>
<b>Fund 66 - 2020 CO Bond Fund</b>				
Streets & Drainage Projects	Total Budget for Street Projects	\$ 6,375,000.00		
2019-2020 Asphalt Streets - County Interlocal carried over to 2021	Complete	\$ 206,053.24	\$ 206,053.24	\$ -
2020-2021 Asphalt Streets - County Interlocal	Complete	321,260.88	321,260.88	-
2020-2021 Water/Sewer Relocation - Asphalt Streets	Complete	230,704.84	230,704.84	-
2021-2022 Asphalt Streets - County Interlocal	Complete	382,973.00	333,531.08	49,441.92
2021-2022 alley Sewer Relocation - Asphalt Streets	Complete	117,000.00	66,676.49	50,323.51
2022 Phase 1 Concrete Streets - Engineering	Complete	320,130.00	316,203.58	3,926.42
2022 Phase 1 Concrete Streets - Construction	Complete	2,381,309.43	2,198,378.37	182,931.06
2022-2023 Phase 2 Concrete Streets - Engineering	Construction Observation	426,380.00	421,987.14	4,392.86
2022-2023 Phase 2 Concrete Streets - Construction	Under Construction	1,801,057.37	1,801,057.37	-
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	Awarded contract for construction	998,000.00	118,788.88	879,211.12
	<b>Total Funding Fund 66 - 2020 CO Bond Fund</b>	<b>\$ 7,876,575.76</b>	<b>\$ 6,331,348.48</b>	<b>\$ 1,545,227.28</b>
<b>Fund 14 - Streets &amp; Drainage Funds</b>				
Road Failure - Avenue D	Complete	\$ 49,000.00	\$ 49,000.00	\$ -
Asphalt Streets 2022-2023	Waiting for County to begin construction	446,041.00	-	446,041.00
Entry Road for Park	Complete	150,000.00	101,665.10	48,334.90
Streets & Drainage Project	Project to be determined	759,000.00	-	759,000.00
2022-2023 Phase 2 Concrete Streets - Construction	Under Construction	1,751,537.36	366,596.98	1,384,940.38
Road Failure - 1420 10th Street	Complete	-	17,000.00	(17,000.00)
Rebuild Stormwater Pump	Complete	-	24,268.29	(24,268.29)
	<b>Total Funding Fund 14 - Streets &amp; Drainage Fund</b>	<b>\$ 3,155,578.36</b>	<b>\$ 558,530.37</b>	<b>\$ 2,597,047.99</b>
<b>Fund 21 - Facilities &amp; Grounds CIP</b>				

	Awarded contract for construction	\$	750,000.00	\$	-	\$	750,000.00
City Hall Renovations	On Hold		100,000.00		-		100,000.00
Museum Façade	To be bid		426,095.00		-		426,095.00
Temp. Modular Building	To be bid		10,000.00		-		10,000.00
Fire Station 1 Driveway	Preliminary Architectural work has been authorized.		20,000.00		-		20,000.00
Prelim Architectural Study Station 1	Repair has began		11,665.00		5,057.17		6,607.83
Radio Antenna Repairs - Fire	To be bid		150,000.00		-		150,000.00
Greens Resurfacing	Will begin soon		10,000.00		-		10,000.00
Cart Path Repair	Preliminary Architectural has been presented		30,000.00		13,258.72		16,741.28
Prelim Architectural Study Club House - Golf	To be bid		115,000.00		-		115,000.00
Jail Facility Renovation	To be quoted		20,000.00		-		20,000.00
Replacement of Main Electric Dist. Panel	To be quoted		20,000.00		-		20,000.00
Police Department Parking Lot Improvements	Complete		65,000.00		57,502.23		7,497.77
Landing Repairs	Complete		60,000.00		32,400.00		27,600.00
Service Center Exterior	Complete		85,000.00		73,500.00		11,500.00
Riverplace Parking Lot Improvements	Complete		70,000.00		57,770.00		12,230.00
Velasco House Renovations	On hold		70,000.00		-		70,000.00
Recreation Center Parking Lot Improvements	Complete		43,000.00		49,019.74		(6,019.74)
Library Window Replacement	Complete		17,000.00		4,500.00		12,500.00
Museum Remodel							
<b>Total Fund 21 - Facilities &amp; Grounds CIP</b>			<b>\$ 2,072,750.00</b>		<b>\$ 293,007.86</b>		<b>\$ 1,779,752.14</b>

**Fund 22 - Vehicle & Equipment Replacement Fund**

Replace 2 Ambulances	Ordered & Received Some Outfitting		600,000.00		173,756.81		426,243.19
Replace Fire Equipment - Grant Funds	Ordered		131,013.00		121,145.37		9,867.63
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	Completed		15,000.00		11,975.00		3,025.00
Furnishings/Appliances Fire Station 2	To be quoted		30,000.00		-		30,000.00
Tee Mower - Golf	Completed		35,893.00		41,780.43		(5,887.43)
Fairway Mower - Golf	Completed		75,356.05		75,356.05		-
Replace two trucks - Building/Code	Received one truck and second is on order		80,000.00		44,013.25		35,986.75
Recreation Center Equipment	Completed		10,000.00		9,640.00		360.00
Vehicle Replacement - Police	Ordered		292,748.00		177,071.13		115,676.87
Generator - Police	Grant Has Been Awarded and Generator on Order		60,000.00		19,671.20		40,328.80
Body Camera Video Storage	Completed		16,000.00		22,117.20		(6,117.20)
One Ton Dump Truck	Completed		90,000.00		78,705.00		11,295.00
SCADA for Stormwater Pumps	Completed		60,000.00		38,500.00		21,500.00
Zero Turn Mower	Completed		18,000.00		17,975.13		24.87
Generators	The City awarded generators for Lift Stations 3 & 4. Still have 3 under review		60,000.00		-		60,000.00
<b>Total Fund 22 - Vehicle &amp; Equipment Replacement</b>			<b>1,986,010.05</b>		<b>831,706.57</b>		<b>1,154,303.48</b>

**Fund 23 - Technology Fund**

Server Replacement/Network Upgrade - Police	Completed		85,000.00		92,640.42		(7,640.42)
Access Control Panel	Ordered		23,645.47		-		23,645.47
			<b>\$ 108,645.47</b>		<b>\$ 92,640.42</b>		<b>\$ 16,005.05</b>



**Grant Funded Projects**

CDBG MIT 2016 HUD - Sanitary Sewer Collection System SSOI					
CDGB MIT Harvey - Wastewater Treatment Plant Improvements					
CDBG - Bar Screen Replacement					
CDBG - Avenue H Sewer Line Replacement					
	\$	5,931,626.00	\$	438,461.52	\$
		5,991,468.00		216,131.61	5,775,336.39
		193,271.00		170,328.45	22,942.55
		260,000.00		-	260,000.00
	\$	12,376,365.00	\$	824,921.58	\$
					11,551,443.42

Contract has been awarded. Construction to begin 7/5/2023

Engineering is 90% Complete

Complete

Complete

**Other Projects**

Incode Migration Project					
		208,000.00		77,213.25	130,786.75
	\$	208,000.00	\$	77,213.25	\$
					130,786.75

Financial System, Utility Billing, and Court Complete. HR in progress.

## Office of City Secretary Monthly Report May 2023

### **Public Information Request:**

2 requests were received, 2 closed in the month of May.

### **Agenda's and Minutes Prepared:**

2 City Council Agenda's. 2 sets of City Council Meeting Minutes

### **Election:**

Ward A and C Election

### **Texas Municipal Clerks Certification Program:**

Prep for the second exam.

# Community Development



Building Permits & Inspections

Health Permits & Inspections

Code Enforcement

Planning & Zoning

Short Term Rental Inspections

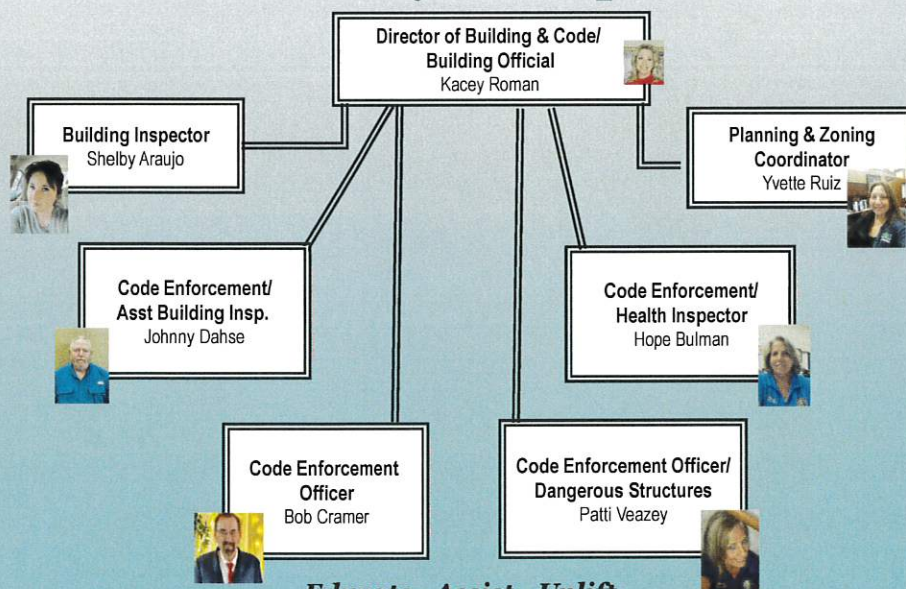
Board of Adjustments

Permit Desk Operations

**Educate - Assist - Uplift**

1

## Community Development



**Educate - Assist - Uplift**

2



## UM ARMY

The City of Freeport was blessed to have the UM Army from the Methodist Church come into our community and assist our citizens!!



5 New Wheelchair Ramps - 2 Major Home Repairs - 1 Extreme Landscape Cleanup - 88 Cubic Yards of Trash and Debris Removed from the City and 4 Local Youth Committed their life to Christ!

3

## Dangerous Structures

Demolition and Abatement with the assistance of the Board of Adjustments



Before and After – 407 W. 7th

4

## Dangerous Structures

Demolition and Abatement with the assistance of the Board of Adjustments



**Before and After: Velasco/Gulf**

5

## Code Enforcement

Working with Citizens to improve our Community!





**Before and After – 1757 W. 4th**

6

## Code Enforcement

Working with Citizens to improve our Community!





Before and After – 1226 W. 6th

7

## Code Enforcement

Working with Citizens to improve our Community!



Before and After – 1417 N Ave F

8

## Kudos to Staff!

*We are grateful for the support and appreciation of our Citizens!*

**From:** raven raquel  
**Sent:** Friday, May 26, 2023 1:18 PM  
**To:** Kacey Roman; Tim Kelty  
**Subject:** Johnny Dahse(Code enforcement)

I would like to greatly appreciate having Mr. Johnny Dahse come out ,and help fix our situation that we had at the Siena villas apartment in Freeport TX (902 N avenue J Apt 422 ).

I got to meet him personally, he was a really great man . He made the impossible situation possible!  
 After he came by they actually moved a lot quicker than they normally would to fix our power outage.

And I would also like to thank Mr. Bob coming out

Y'all have a wonderful staff on your team working

Thank you for all your help, this is coming from all four of us tenants who didn't have power we are very thankful.

Thank you again

9

## Planning & Zoning

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

**Proposed changes to the Zoning Ordinance include:**

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

10



# Finance, Court & Water Departments

**Title:** Monthly Report for May 31, 2023

**Date:** June 20, 2023

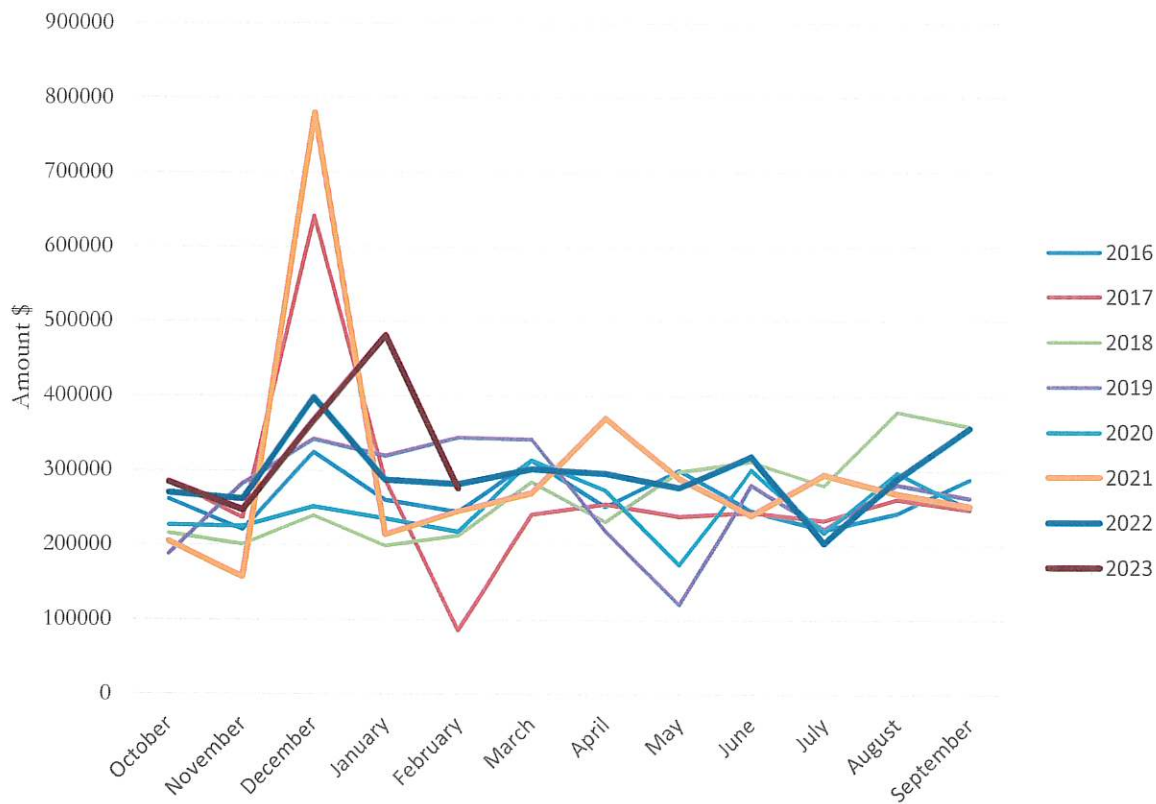
**From:** Cathy Ezell, Finance Director

## Financial Information

### The General Fund:

The revenues collected for the General fund as of May 31, 2023 are \$14,891,173 or 74.97% of the total budgeted revenues. Sales tax revenue is collected two months in arrears. The sales tax collections received are more than last year at this time.

### Comparison of Sales Tax Revenue by Year



The expenditures for the General Fund as of May 31, 2023 are \$12,553,192 or 61.85% of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are over the expenditures by \$2,357,981. The fund balance or reserves of the General Fund as of May 31, 2023 is \$8,272,803. This is 40.80% of the expenditure budget.



Monthly Report  
Finance, Court & Water Departments

**Water & Sewer Fund**

The revenues for the Water & Sewer Fund as of May 31, 2023 are \$4,894,378 or 26.97% of the budgeted revenues. See the attached Monthly Financial Report for more detail.

The expenditures for the Water & Sewer Fund as of May 31, 2023 are \$4,324,633 or 65.56 % of the budgeted expenditures. See the attached Monthly Financial Report for more detail.

The revenues are under the expenditures by \$569,745. The fund balance or reserves for the Water & Sewer Fund as of May 31, 2023 is \$636,682. This fund balance is only 9.65% of the operating expenditures.

**Customer Service Department – Water & Court**

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

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

We will begin the process of scanning Municipal Court records into Incode software in July. Then move to the Water/Sewer records, Human Resources records, invoice and purchase orders

**Other**

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

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

City of Freeport  
Monthly Financial Report  
As of May 31, 2023  
General Fund

	FY2022	Adopted	Amended	Year to Date	% YTD
	Actuals	FY2023	FY2023	Actual	Budget
		Budget	Budget		
Beginning Fund Balance	\$ 6,725,855	\$ 5,564,969	\$ 5,914,821	\$ 5,914,821	
<b>Revenues</b>					
EMS	\$ 571,697	\$ 589,000	\$ 589,000	\$ 512,698	87.05%
Property Taxes	3,092,192	3,355,000	3,355,000	3,009,849	89.71%
Industrial Taxes	8,171,633	8,679,299	8,679,299	5,638,450	64.96%
Sales Tax	2,361,795	2,250,000	2,250,000	1,455,370	64.68%
Franchise & Other Taxes	664,892	644,000	644,000	457,610	71.06%
Permits	276,188	196,625	196,625	470,121	239.10%
Charges for Services	858,762	793,700	793,700	533,478	67.21%
Recreation/Rental	121,819	100,500	100,500	72,488	72.13%
Golf	814,284	652,000	652,000	558,647	85.68%
Municipal Court	234,733	208,500	208,500	106,744	51.20%
Grants	1,788,558	2,092,765	2,092,765	1,495,759	71.47%
Lease Income	151,087	125,000	125,000	21,091	16.87%
Miscellaneous	649,261	176,820	176,820	558,870	316.07%
<b>Total Revenues</b>	<b>19,756,901</b>	<b>19,863,209</b>	<b>19,863,209</b>	<b>14,891,173</b>	<b>74.97%</b>
<b>Expenditures</b>					
Administration	\$ 2,113,246	\$ 1,792,676	\$ 1,792,676	\$ 1,469,949	82.00%
Information Technology	-	229,628	229,628	207,546	90.38%
Service Center	231,715	201,887	201,887	126,462	62.64%
Municipal Court	239,515	231,301	231,301	194,132	83.93%
Police	4,855,088	5,254,992	5,254,992	3,253,150	61.91%
Fire	1,200,390	1,425,610	1,425,610	931,731	65.36%
EMS	1,020,517	969,552	969,552	533,479	55.02%
Emergency Management	150,986	-	-	-	
Code Enforcement	393,520	479,991	479,991	269,844	56.22%
Building	306,662	308,662	308,662	175,937	57.00%
Garbage Collection	887,107	720,000	720,000	432,834	60.12%
Street & Drainage	1,403,967	1,500,782	1,500,782	931,427	62.06%
Beach Fund Expense	57,529	42,850	42,850	4,523	10.56%
Historical Museum	345,069	374,526	374,526	159,664	42.63%
Sr Citizens Commission	7,731	7,500	7,500	4,210	56.14%
Library	33,549	41,535	41,535	22,662	54.56%
Parks	1,284,982	1,294,028	1,294,028	729,717	56.39%
Golf	1,190,704	1,235,668	1,235,668	804,421	65.10%
Recreation	492,678	572,840	572,840	233,775	40.81%
Interfund Transfer to	4,502,980	3,729,095	3,729,095	2,147,730	57.59%
Interfund Transfer from	(150,000)	(150,000)	(150,000)	(100,000)	66.67%
<b>Total Expenditures</b>	<b>20,567,934</b>	<b>20,263,123</b>	<b>20,263,123</b>	<b>12,533,192</b>	<b>61.85%</b>
<b>Revenue Over/(Under)</b>					
<b>Expenditures</b>	<b>\$ (811,034)</b>	<b>\$ (399,914)</b>	<b>\$ (399,914)</b>	<b>\$ 2,357,981</b>	
Ending Fund Balance	\$ 5,914,821	\$ 5,165,055	\$ 5,514,907	\$ 8,272,803	

City of Freeport  
Monthly Financial Report  
As of May 31, 2023  
Water Sewer Fund

	FY2022	Adopted	Amended	Year to Date	% YTD
	Actuals	FY2023	FY2023	Actual	Budget
		Budget	Budget		
Beginning Fund Balance	\$ 50,936	\$ 174,759	\$ 66,937	\$ 66,937	
<b>Revenues</b>					
Interlocal Revenue	\$ 16,086	\$ 4,000	\$ 4,000	\$ 3,691	92.28%
Interest	2,408	1,000	1,000	10,709	1070.95%
Misc Income	1,749	-	-	15	N/A
Misc Income Return Checks	1,242	1,000	1,000	675	67.50%
Utility Reimbursements	165,400	100,000	100,000	104,267	104.27%
Community Dev Grant	136,229	-	-	-	N/A
Grant - CDBG GLO	622,829	-	11,336,988	254,449	N/A
FEMA Reimbursement	-	-	-	-	N/A
Cash Over or Short	(40)	-	-	(11)	N/A
Water Revenue	3,500,777	4,178,200	4,178,200	2,615,916	62.61%
Water Revenue - Misc	(1,722)	-	-	-	N/A
Sewer Revenue	2,563,543	2,400,000	2,400,000	1,782,952	74.29%
Sewer Revenue - Misc	20	-	-	-	N/A
Sewer Surcharge	321	-	-	-	N/A
Water Tap Fee	23,752	15,000	15,000	20,000	133.33%
Sewer Tap Fee	3,040	3,000	3,000	3,929	130.97%
Bad Debt Write-Off	728	1,000	1,000	1,401	140.11%
Connect & Disconnect Fees	132,499	110,000	110,000	96,384	87.62%
Transfer from General Fund	323,000	-	-	-	N/A
<b>Total Revenues</b>	<b>7,491,862</b>	<b>6,813,200</b>	<b>18,150,188</b>	<b>4,894,378</b>	26.97%
<b>Expenditures</b>					
Salaries	\$ 98,019	\$ 102,267	\$ 102,267	\$ 56,864	55.60%
Benefits	97,149	40,692	40,692	34,226	84.11%
Supplies	76,241	70,950	70,950	27,426	38.66%
Services	5,553,016	5,848,140	5,848,140	3,761,084	64.31%
Maintenance	89,129	65,000	65,000	39,410	60.63%
Sundry	16,548	17,800	17,800	20,094	112.89%
Capital Outlay	1,083,229	-	-	84,562	N/A
Debt Service Fees	9,833	-	-	-	N/A
Transfer to Debt Service	302,698	301,450	301,450	200,967	N/A
Transfer to CO2021 Bond Fund	-	-	-	-	N/A
Transfer to General Fund	150,000	150,000	150,000	100,000	N/A
<b>Total Expenditures</b>	<b>7,475,861</b>	<b>6,596,299</b>	<b>6,596,299</b>	<b>4,324,633</b>	65.56%
<b>Revenue Over/(Under)</b>					
<b>Expenditures</b>	<b>\$ 16,001</b>	<b>\$ 216,901</b>	<b>\$ 11,553,889</b>	<b>\$ 569,745</b>	
Ending Fund Balance	\$ 66,937	\$ 391,660	\$ 11,620,826	\$ 636,682	



**City of Freeport Utility Billing  
May 2023 Statistics**

Total Active Accounts	3,574	
Total Services Disconnected	49	
Total New Services	57	
Billed Consumption - Water	25,909,680	\$ 312,867.66
Billed Consumption - Sewer	1,954,490	237,647.10
Billed Garbage		72,178.42
Billed Ambulance		6,969.12
Total Billed		<u>\$ 629,662.30</u>



**City of Freeport Municipal Court  
May 2023 Statistics**

	<b>May</b>	<b>Year-to-Date</b>
Citations Issued	137	1011
Number of Violations Issued	157	1188
Court Payments Received	\$ 24,458.56	\$ 177,030.51

	<b>May</b>	<b>May</b>
Warrants Issued	-	\$ -
Total Active Warrants	2,320	\$ 924,976.03

	<b>Number of Persons on Docket</b>
Court Attendance	146

Applying for	Status	Type of Project
Homeland Security-Port Security		
BrushTruck 2022	In Progress	
BrushTruck 2021	Denied	
Radios		
S.A.F.E.R.		
Training Grant		
FEMA AFG (American Firefighters Grant)		
Texas Forestry Service-Arson Conference		
Mobile Video Equipment Upgrade	Pending	Upgrade Patrol Unit Camera
Body Camera Upgrade Project	Pending	Body Camera Upgrade Project
Rifle-Resistant Body Armor	Pending	Rifle-Resistant Body Armor
Beach Maintenance (BMR)	In Progress	Beach Maintenance
Lift Station #3 Generator	In Progress	Generator
Lift Station #4 Generator	In Progress	Generator
Lift Station #14 Generator	In Progress	Generator
City Hall Generator	In Progress	Generator
Riverplace Generator	In Progress	Generator
Service Center Generator	Denied	Generator
Recreation Center Generator	Denied	Generator
Mitigation Grant Sewer Line Rep.	Granted	Sewer Line Replacement
Mitigation Grant WWTP Improvements	Granted	WWTP Improvements
HGAC MIT Water Pump Station Ren.	In Progress	Pump Station Renovations
TXDOT Sidewalks	In Progress	Sidewalk Renovations

**of Freeport  
ant Listing**

Actions	Deadline	Grant Amount	City Match	Total Project
	12/31/2022	\$ 125,000	\$ -	\$ 125,000
	12/31/2021	145,000	-	145,000
	12/31/2022	212,000	-	212,000
	12/31/2022			-
		103,000	-	103,000
				-
				-
Pending OOG Review	02/09/2023	102,650	-	102,650
Pending OOG Review	02/09/2023	43,902	-	43,902
Pending Applicant Response (Fund Hold)	02/09/2023	50,908	-	50,908
	8/31/2023	12,000	-	12,000
Awarded	1/15/2022	36,000	4,000	40,000
Awarded	1/15/2022	36,000	4,000	40,000
Pending FEMA Approval	1/15/2022	36,000	4,000	40,000
Pending FEMA Approval	1/15/2022	300,000	100,000	400,000
Pending FEMA Approval	1/15/2022	150,000	50,000	200,000
	1/15/2022	150,000	50,000	200,000
	1/15/2022	150,000	50,000	200,000
Waiting to award construction contract	11/16/2021	5,931,626	59,915	5,991,541
Completing Engineering & Environ.	12/7/2021	5,991,468	60,520	6,051,988
Pending Review	1/9/2022	1,837,967	-	1,837,967
Completing Application		5,000,000	-	5,000,000



**CITY OF FREEPORT**  
**FREEPORT FIRE & EMS DEPARTMENT**

131 East 4<sup>th</sup> 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: June 8, 2023

Re: May 2023

Response alarms:            Fire -        27  
   EMS -        204  
   Total -      231

Significant Events:            Air Ambulance transport: 4  
   Request mutual aid into the city EMS response: 8 FIRE 1  
   Mutual aid given to other cities to cover EMS response: 6 FIRE 0  
   Two EMS units working calls at the same time: 38  
   Three working EMS alarms: 3  
   Four working EMS alarms: 1  
   Five working EMS alarms: 0  
   Transport rate: 62%

Equipment/Infrastructure:    Fire Station #1 driveway repair: No update.  
   Ambulance 908: In service, but has passenger door damage;  
   hinge sprung from heavy winds. Repair in progress.  
   Station #2: Addressing site plan and utilities.

Audit:                                Texas Department of Insurance Public Protection Classification  
   (PPC) is a class 05/5X. Letter attached for review.

Emergency Management:    Monitoring and reviewing daily COVID-19 BC Health reports.  
   Preparing emergency management response to natural disasters.  
   Brazosport ISD Mass Casualty plan updating response plans.  
   Everbridge updates for mass notification.

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





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131 East 4<sup>th</sup> Street  
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Phone (979) 233-2111  
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Christopher Motley  
Chief / EMC

Mike Praslicka  
Deputy Chief  
EMS Coordinator

Micheal Dumas  
Deputy Chief  
Fire Marshal

Personnel:

Staffing:

Fire Fighter Vacancy: Three (Full-time)  
Fire Fighter Vacancy: Three (Part-time)  
EMS Vacancy: Six (Part-time).  
Employee testing: OPEN  
Interviews and backgrounds complete: Two  
New Employees: FF Audry Bontempo and FF Colton Cagle

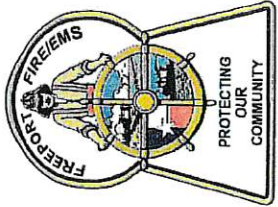
Training Employees: Texas Department of Emergency Management: Chief Chris Motley.

Injuries: None.

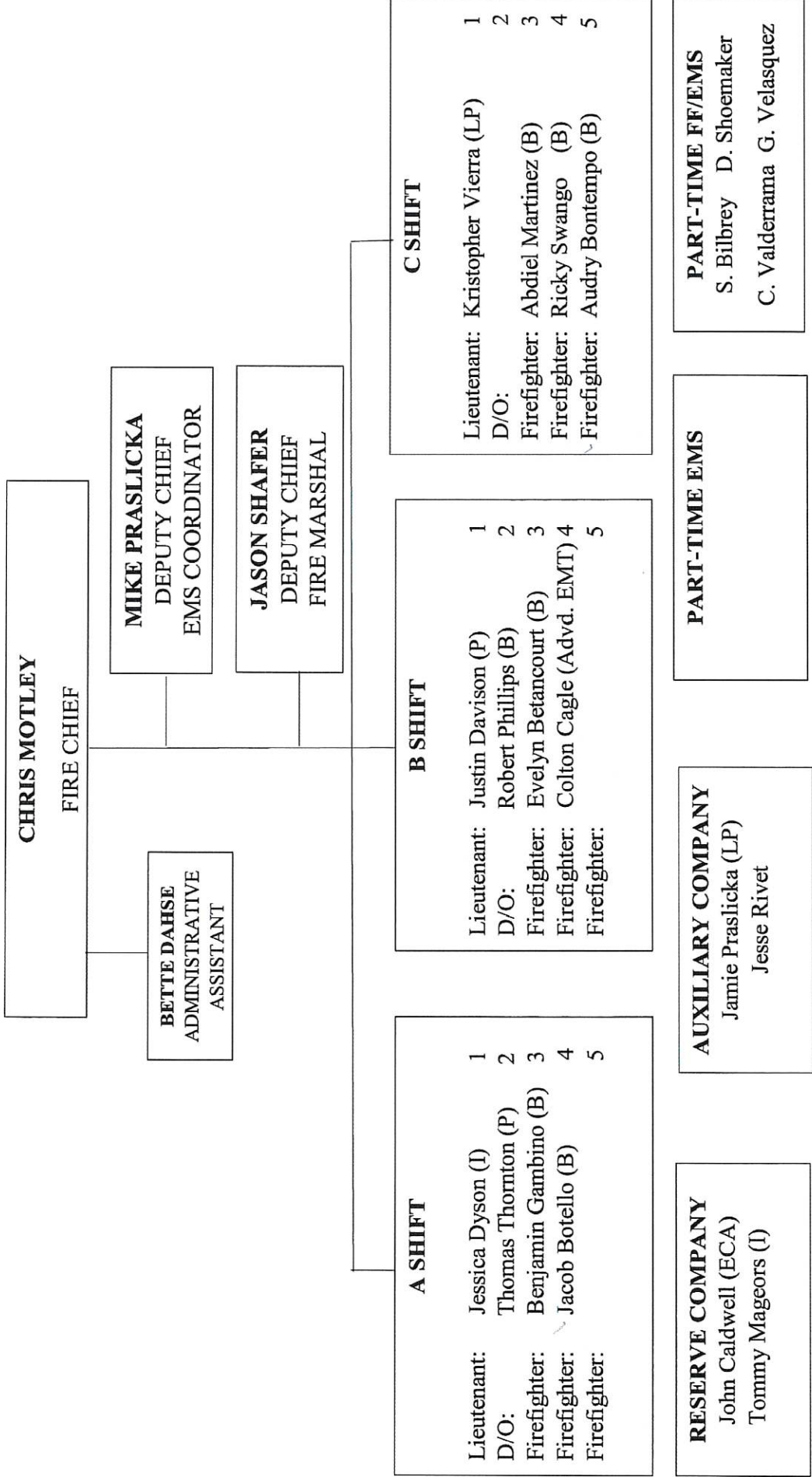
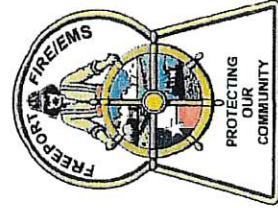
Events: Brazoria County City Association Meeting, Sweeny  
Brazoria County Firefighter Association, West Columbia

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

Announcements: N/A



# FREERPORT FIRE & EMS DEPARTMENT





# State Fire Marshal's Office

PO Box 12107 | Austin, TX 78711 | 512-676-6800 | [tdi.texas.gov/fire](http://tdi.texas.gov/fire)

5/22/2023

Chief Christopher Motley  
131 E 4<sup>th</sup> St  
Freeport, TX 77541  
[cmotley@freeport.tx.us](mailto:cmotley@freeport.tx.us)

Place Code: 04056  
Community: Freeport OPA

Dear Chief Christopher Motley:

Insurance Services Office (ISO) has submitted a recommendation that extends your fire department response to an area outside the city limits. This area is an Outside Protected Area (OPA) and is limited to the area marked on the map that came with the request. This does not apply to the area within the city limits or the area covered by the Public Protection Classification (PPC). Currently, the area outlined in the OPA is a Class 05/5X .

Insurance Services Office is recommending the Public Protection Classification for the OPA be updated as a split Class 05/5X with an effective date of 10/1/2023. The recommendation is based on a review of your community performed on 12/15/2022.

With a split class, all class-rated properties located within 1000 feet of a fire hydrant or water supply suction point and within 5 road miles of a fire station will use Class 05. All class-rated properties located farther than 1000 feet of a fire hydrant or water supply suction point and within 5 road miles of a fire station will use Class 5X.

Public Protection Classifications range from 1 (superior) to 10 (does not meet minimum criteria).

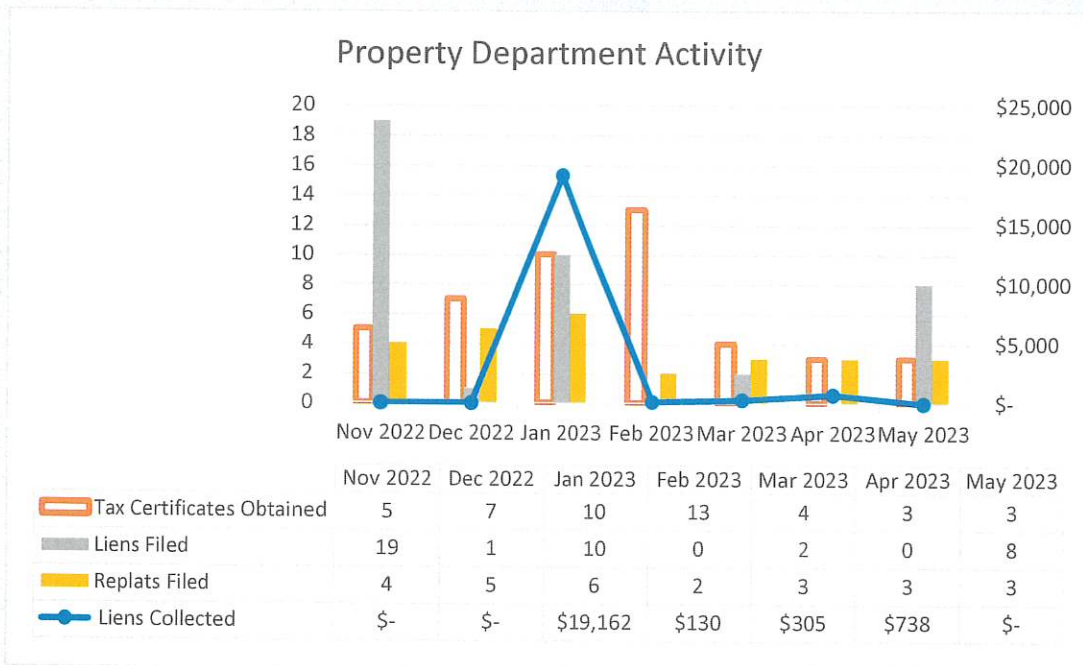
We have reviewed the information provided and believe it is enough to grant approval. The Insurance Services Office will be notified of our approval of their recommendation and the effective date.

*Please make sure all community officials and residents within your district are notified of the new Public Protection Classification rating for your community, and the effective date.*

## Property & GIS Monthly Report May 2023

### Property:

- Lien Calculations/Payoff Preparations/Releases
  - Collected: \$ 0.00
  - Payoff Preparations: 1
  - Liens Released: 0
- Brazoria County Tax Office – Tax Certificates (3)
- Brazoria County Clerk – File Liens (0) & Replats (3)



### GIS:

- Update ownership data
- Water/Sewer Mapping
  - Water Valves
  - Water Lines
  - Drainage Lines/Ditches
  - Drainage Inlets/Grates
  - Sidewalks
- 200' Replat maps with ownership
- 911 Address Range Verifications
- New Address Assignments
- Departmental Data Information Requests

### Projects:

- Illumination Street Lights - Submission of Approval Letter (2/7/23) 100%
  - Centerpoint – Engineering
- GIS Mapping Data 30%

## Monthly Golf Course Report April 2023

The month of May was a nice test for us and to see how our rounds would stack up when we got more than average rainfall. We ended the month with 10.25" of rain for the month and still surpassed our revenue goal. The goal we had set for the month was \$70,000 and we ended May at \$86,000. This now puts us at \$140,594 over our fiscal year goal, and if Mother Nature is kind to us we should surpass our 30,000 rounds goal for the year.

Tournaments continue to be a strong support to our revenue goals as well as some very positive advertising, as the feedback has been very good and we filled all of our spring dates. We also have our annual ladies clinic we offer to the community free of charge( also great advertising) in June that is completely filled.

Areas of concern is our irrigation pump house. We had a motor go out and had to quickly replace as the other motor was already out and left us with zero water for the course. We still have one pump down and working on quotes for this. Another area of concern are some of the leaks in the proshop from all the rain we received. This will only add to the mold we already have in the proshop that has been previously addressed.

I have included more detailed reports that go over our course numbers in depth.

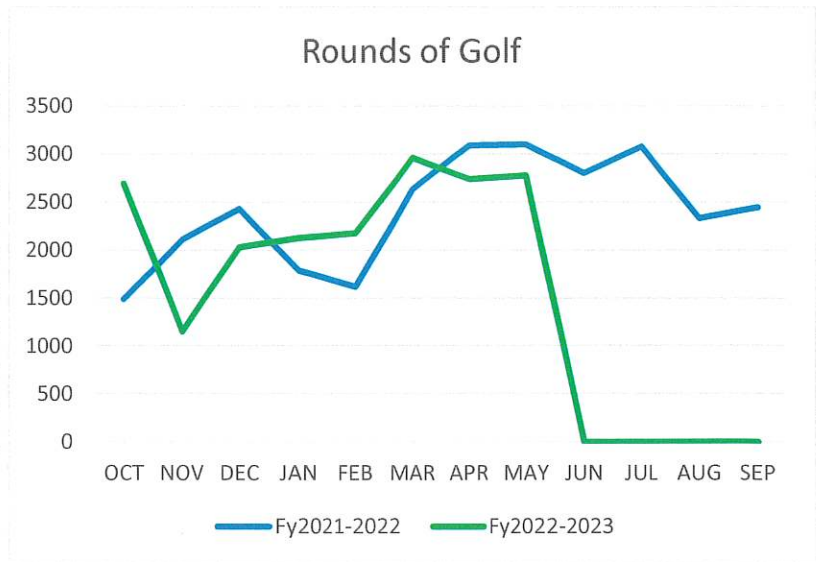
Thank you

Brian

# Rounds of Golf

Month	Fy2021-2022	Fy2022-2023
OCT	1489	2692
NOV	2109	1153
DEC	2430	2028
JAN	1785	2125
FEB	1619	2176
MAR	2633	2961
APR	3089	2740
MAY	3100	2776
JUN	2801	0
JUL	3076	0
AUG	2328	0
SEP	2443	0

28902      18651



## Memberships

Month	FY2021-2022	FY2022-2023
OCT	179	194
NOV	171	184
DEC	172	186
JAN	158	174
FEB	160	178
MAR	163	195
APR	178	192
MAY	191	196
JUN	201	0
JUL	200	0
AUG	199	0
SEP	198	0







Revenue for the fiscal years

	2005-2006	2006-2007	2007-2008	2008-2009	2009-2010	2010-2011	2011-12	2012-13	2013-14	2014-15	2015-16	2016-17	2017-18	2018-19	2019-20	2020-2021	2021-2022	2022-2023	
October	\$ 47,009.00	\$ 38,020.00	\$ 44,544.00	\$ 42,949.00	\$ 40,175.00	\$ 50,996.00	\$ 43,662.00	\$ 40,670.00	\$ 34,325.00	\$ 35,933.00	\$ 33,172.00	\$ 40,639.00	\$ 27,027.00	\$ 34,039.00	\$ 42,407.50	\$ 62,202.91	\$ 51,147.84	\$ 76,592.04	
November	\$ 27,799.00	\$ 33,807.00	\$ 33,020.00	\$ 44,707.00	\$ 39,303.00	\$ 36,034.00	\$ 42,510.00	\$ 44,313.00	\$ 28,636.00	\$ 26,980.00	\$ 19,944.00	\$ 31,995.00	\$ 30,448.00	\$ 23,229.00	\$ 43,338.77	\$ 64,634.00	\$ 56,586.76	\$ 33,383.62	
December	\$ 34,148.00	\$ 25,466.00	\$ 37,308.00	\$ 36,530.00	\$ 20,950.00	\$ 35,136.00	\$ 31,312.00	\$ 32,256.00	\$ 29,786.00	\$ 29,645.00	\$ 26,178.00	\$ 24,651.00	\$ 20,856.00	\$ 40,933.00	\$ 48,990.47	\$ 56,927.48	\$ 62,544.32	\$ 53,930.64	
January	\$ 38,163.00	\$ 19,599.00	\$ 23,783.00	\$ 40,207.00	\$ 21,224.00	\$ 27,521.00	\$ 49,248.00	\$ 25,563.00	\$ 37,898.00	\$ 20,982.00	\$ 36,242.00	\$ 57,636.00	\$ 30,342.00	\$ 30,229.00	\$ 23,365.55	\$ 56,651.51	\$ 47,116.31	\$ 61,756.57	
February	\$ 29,092.00	\$ 31,360.00	\$ 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	\$ 30,449.00	\$ 21,772.00	\$ 26,749.00	\$ 37,454.31	\$ 41,451.22	\$ 49,126.05	\$ 62,570.03	
March	\$ 44,484.00	\$ 50,244.00	\$ 45,181.00	\$ 51,193.00	\$ 52,873.00	\$ 64,305.00	\$ 39,994.00	\$ 58,128.00	\$ 44,011.00	\$ 29,929.00	\$ 34,261.00	\$ 39,413.00	\$ 52,056.00	\$ 52,147.00	\$ 56,303.83	\$ 67,691.37	\$ 69,982.06	\$ 91,891.25	
April	\$ 52,898.00	\$ 44,170.00	\$ 54,841.00	\$ 60,003.00	\$ 58,698.00	\$ 57,655.00	\$ 57,937.00	\$ 46,802.00	\$ 51,866.00	\$ 33,553.00	\$ 28,234.00	\$ 58,911.00	\$ 60,713.00	\$ 82,079.00	\$ 13,723.75	\$ 75,786.66	\$ 93,650.43	\$ 93,909.09	
May	\$ 49,583.00	\$ 50,784.00	\$ 59,984.00	\$ 65,535.00	\$ 46,083.00	\$ 53,246.00	\$ 57,607.00	\$ 51,940.00	\$ 56,256.00	\$ 48,499.00	\$ 30,164.00	\$ 50,065.00	\$ 57,692.00	\$ 62,730.00	\$ 28,942.99	\$ 58,401.78	\$ 92,185.04	\$ 86,160.24	
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	\$ 81,808.90	
July	\$ 40,396.00	\$ 35,250.00	\$ 58,329.00	\$ 62,141.00	\$ 40,405.00	\$ 52,427.00	\$ 50,465.00	\$ 50,193.00	\$ 44,700.00	\$ 43,387.00	\$ 36,186.00	\$ 37,656.00	\$ 52,448.00	\$ 69,071.00	\$ 50,746.13	\$ 57,641.43	\$ 81,808.90	\$ 81,808.90	
August	\$ 40,352.00	\$ 41,420.00	\$ 38,504.00	\$ 63,134.00	\$ 48,395.00	\$ 44,385.00	\$ 45,158.00	\$ 48,075.00	\$ 46,545.00	\$ 43,727.00	\$ 30,306.00	\$ 23,868.00	\$ 58,221.00	\$ 67,005.00	\$ 58,155.52	\$ 57,091.00	\$ 59,695.18	\$ 59,695.18	
September	\$ 35,529.00	\$ 37,527.00	\$ 23,756.00	\$ 49,098.00	\$ 41,066.00	\$ 44,276.00	\$ 42,282.00	\$ 34,895.00	\$ 25,984.00	\$ 21,813.00	\$ 26,082.00	\$ 2,160.00	\$ 15,674.00	\$ 38,567.00	\$ 57,786.23	\$ 45,708.61	\$ 68,991.57	\$ 68,991.57	
Total	\$ 477,492.00	\$ 460,478.00	\$ 514,128.00	\$ 617,861.00	\$ 485,557.00	\$ 557,456.00	\$ 546,766.00	\$ 525,006.00	\$ 481,682.00	\$ 392,155.00	\$ 339,379.00	\$ 434,860.00	\$ 480,324.00	\$ 585,100.00	\$ 523,369.18	\$ 707,657.75	\$ 812,966.41	\$ 812,966.41	\$ 60,193.48

Golf Course Goals vs Actuals 2022-2023

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	14,000	12,000	13,000	10,000	10,000	16,000	18,000	18,000	17,000	16,000	13,000	13,000	170,000
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	8,000	8,000	6,000	6,000	5,000	7,000	10,000	11,000	11,000	10,000	9,000	9,000	100,000
Merchandise	11,000	11,000	12,000	10,000	10,000	15,000	20,000	19,000	18,000	16,000	13,000	13,000	168,000
Prep Food	550	650	400	500	400	800	1,100	1,200	1,200	750	750	700	9,000
Beer Sales	6,000	7,000	7,000	5,000	3,000	7,000	9,000	9,000	8,000	7,000	6,000	6,000	80,000
Drinks/Chips	2,500	2,000	1,500	1,500	1,500	2,000	3,500	3,500	3,000	3,000	3,000	3,000	30,000
Memberships	8,000	8,000	8,000	8,000	7,000	8,000	8,000	8,000	8,000	8,000	8,000	8,000	95,000
<b>Total</b>	<b>\$50,050</b>	<b>\$48,650</b>	<b>\$47,900</b>	<b>\$41,000</b>	<b>\$36,900</b>	<b>\$55,800</b>	<b>\$69,600</b>	<b>\$69,700</b>	<b>\$66,200</b>	<b>\$60,750</b>	<b>\$52,750</b>	<b>\$52,700</b>	<b>\$652,000</b>

Category	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Totals
Green Fee	25,233	8,835	13,854	23,431	19,742	28,061	33,171	29,641					181,968
Rec(taxable)	0	0	0	0	0	0	0	0	0	0	0	0	0
Golf Cart	11,864	5,066	8,021	8,567	9,249	12,140	10,565	10,618					76,089
Merchandise	15,283	6,623	9,337	10,781	13,225	22,171	18,872	18,916					115,208
Prep Food	952	390	839	885	883	1,267	3,650	1,577					10,443
Beer Sales	9,311	3,189	5,716	5,874	6,204	9,174	9,571	8,617					57,656
Drinks/Chips	3,499	1,390	2,431	2,293	2,990	4,476	4,014	4,852					25,944
Memberships	10,450	7,890	13,733	9,927	10,278	14,601	14,066	11,939					92,885
<b>Total</b>	<b>\$76,592</b>	<b>\$33,384</b>	<b>\$53,931</b>	<b>\$61,757</b>	<b>\$62,570</b>	<b>\$91,891</b>	<b>\$93,909</b>	<b>\$86,160</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$0</b>	<b>\$560,193</b>

<b>Over/Under</b>	<b>\$26,542</b>	<b>-\$15,266</b>	<b>\$6,031</b>	<b>\$20,757</b>	<b>\$25,670</b>	<b>\$36,091</b>	<b>\$24,309</b>	<b>\$16,460</b>					<b>\$140,594</b>
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# Human Resources Monthly Report

Date: June 7, 2023

HR TEAM: Donna Fisher

## HR Services Team Priorities and Results for May 2023:

- **Welcomes and Well-wishes:**
  - We are excited to welcome:
    - **Audry Bontempo** – Firefighter/EMT – Fire Department
    - **Colton Cagle** – Firefighter/EMT – Fire Department
    - **Danny Erwin** – Maintenance Technician – Parks Department
    - **Ana Gore** – Dispatcher – Police Department
    - **Kaydance Mercado** – Part-time Attendant – Recreation Center
    - **Jackie Steinwinder** – Dispatcher – Police Department
- **Training/Coaching/Performance Improvement:**
  - **Performance Issues Addressed:** We had one (1) employee termination for performance this month.
- **Employee Turnover/Recruiting/Hiring Progress:**
  - **Employee Turnover:** We had two (2) employee separations in May. One employee from the Police Department and one from Municipal Court
  - **Internal Transfers/Promotions:** Kelli Yates was promoted from Court Clerk to Court Supervisor during the month of May.
  - **Recruiting:** Active recruiting searches include:
    - Part-time EMT
    - Firefighter/EMT – Full and Part Time
    - Part-time Crossing Guard
    - Police Officer
    - Court Clerk – Municipal Court
    - Telecommunications Officer (Dispatch) – Police Department
  - **Recruiting Sources** include: City website, The Facts Online, Texas Municipal League, Strategic Government Resources, Workforce Solutions, Industry-specific organizations, Community College programs for maintenance and Police, social media, and networking.
- **Risk Management and Insurance Updates:**
  - **Unemployment Claims:** We had zero (0) unemployment appeals during the month of May. We have won one (1) unemployment appeal case this calendar year (Jan.- December). The City's account will not be charged for this unemployment claim.
  - **Workers Compensation Claims:** We had two (2) active Workers Comp. claims in May.
  - **Family & Medical Leave Cases (FMLA)-** We had three (3) active FMLA cases in May.

- **Employee Benefits:** We are planning to have a Mobile Health Unit to perform wellness screenings and a Mobile Mammogram unit from Kelsey-Seybold in June.
- **Training/Development:** We are working with InfoSec to supply video trainings that will keep us in compliance with Cybersecurity Training Requirements. We are planning to reinstate group trainings on Sexual Harassment, Ethics for Local Government and Diversity in the Workplace in June. Attended TMHRA Conference in Galveston. Successfully complete tri-annual audit by DPS for running criminal background checks.

### Priorities for June:

- **Employee Benefits** – Work with Holmes Murphy on process of soliciting bids for health and ancillary services. Provide wellness screenings and screening mammograms
- **Payroll Conversion** – A pilot of the new timekeeping system, Executime, had resumed add is scheduled to “go live” in June
- **Training/Development** – Resume group trainings. Attend Employment Law for Local Governments training put on by TML

# Information Technology Monthly Report

- Wrote and Developed new program for City to process online job applications.
- City Timeclock system updates
- Replacement of Wide-format scanner to new model and printer without need of electrical re-wiring.
- Improved City IT Helpdesk system for rapid response and communication updates.

## Upcoming Events:

- Cloud VOIP Phone Deployment and configuration
- Website re-designs
- SD-WAN/MAN Network to connect all city buildings under 1 management.
- Secure Wireless Traffic with RADIUS and expand wireless encryption and authentication to all city facilities.
- Court Doc digital scanning system
- New Agenda and Council Meeting Digital System upgrade.
- New City ID badge system for in-house management.
- Upgrade Facilities to use new badge readers.

JUNE 2023





# **FREEPORT POLICE DEPARTMENT**

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

*Danny Gillchrist*  
Captain

*Jennifer Howell*  
Chief of Police

*Corey Brinkman*  
Lieutenant

## **MAY POLICE REPORT**

### **I. CALLS FOR SERVICE BY WARD**

2364 calls for service were reported for the month.  
Zuercher Records Management System (RMS) reports to follow.

### **II. INCIDENTS**

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

### **III. TRAFFIC STOPS**

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

### **IV. TRAINING**

Training performed in accordance with the Texas Commission on Law Enforcement (TCOLE).  
- Various training during the month of May to include firearms instructor, basic instructor, new supervisor and others for a total of 264 hours across the department.

### **V. COMMUNITY EVENTS**

The police department participated in the following events in the month of May:  
- National Day of Prayer May 4<sup>th</sup>  
- Cinco de Mayo May 5<sup>th</sup>  
- Take a child fishing May 6<sup>th</sup>

The following upcoming events for June and July:

- Cops and Kids Camp June 5-7<sup>th</sup>
- Juneteenth Festival June 17<sup>th</sup>

### **VI. COMPLAINTS and COMPLIMENTS**

There were numerous complaints regarding an individual that was arrested and how it was handled. The incident is under investigation.

There was a compliment given by a citizen regarding an officer who unlocked a vehicle to save a child.

There was a compliment given by a citizen regarding an officer who helped them during a vehicle crash.



*To Protect, Serve, Model Integrity and Demonstrate Professionalism*

**VII. STAFFING**

**DISPATCHERS:**

1 new hire, Ana Gore. Dispatch is currently short 2 positions.

**POLICE OFFICERS:**

Alex Johnson, our jailer, completed the police academy and was sworn in as an officer. We currently are short 1 position.

**PROMOTIONS:**

None.





**DPW**  
**Monthly Report**  
June 2023

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# DPW Monthly Report June 2023

## Description

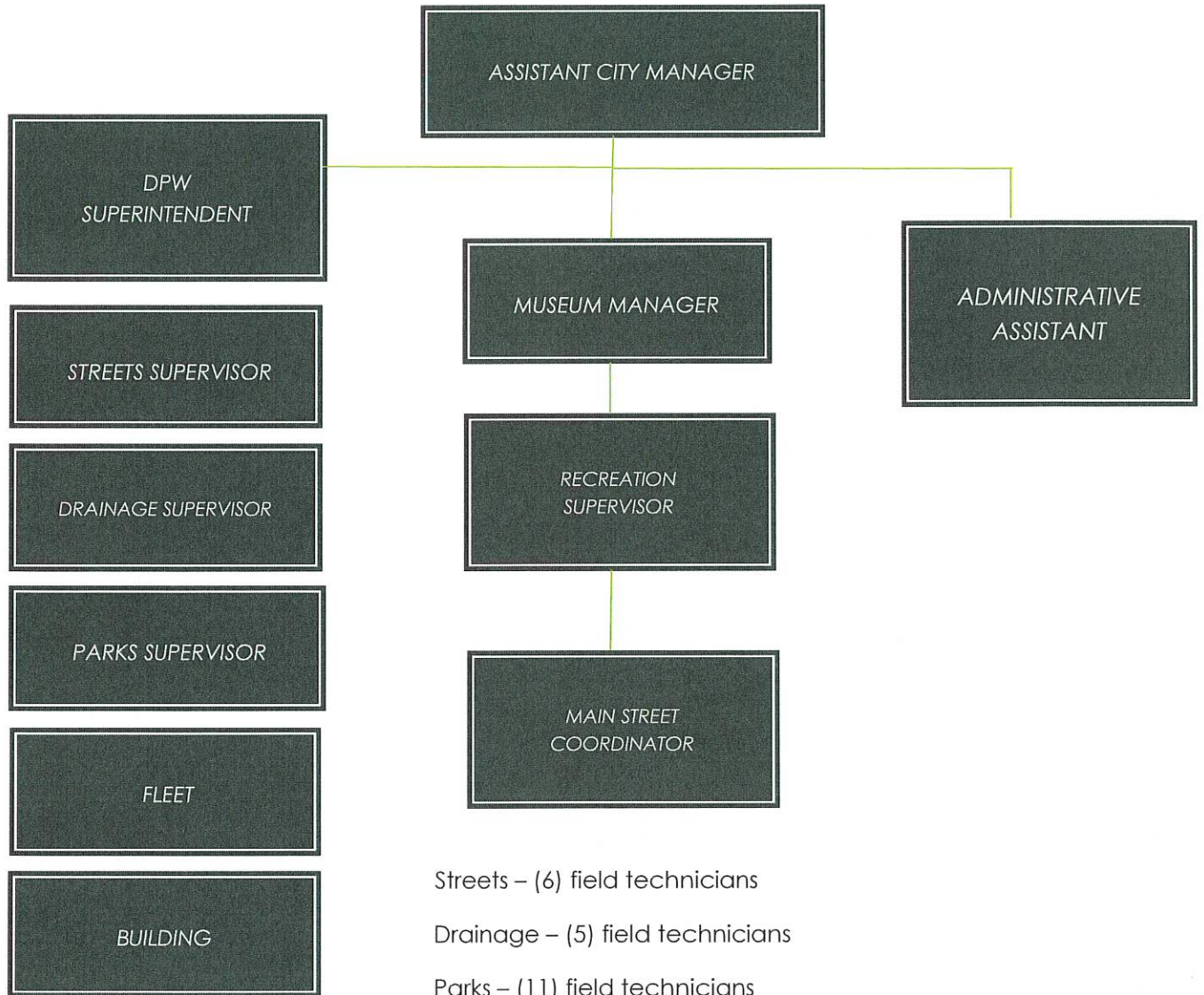
The DPW is administered by the Assistant City Manager. It is the responsibility of the department to successfully manage the City of Freeport infrastructure systems, City owned facilities, equipment, fleet, recreation and museum.

The department's mission and primary function is to provide a superior public service. In order to meet this goal, the operating function responsibilities of the department are assigned to eight groups. Each group is under the direction of a supervisor whose responsibilities include quality inspection, workload scheduling, contract management, and customer service. Each supervisor is responsible for coordinating the personnel and equipment resources of their respective divisions.

- Administration Division: under the Direction of the Assistant City Manager, this division manages the public works office, customer service, scheduling, reporting and public communication.
- Streets Division: Under the direction of the Streets Supervisor, this division provides street maintenance services to the community by pothole patching, curb, gutter and sidewalk repair and replacement of city streets and alleys. This division also provides sign maintenance which includes the installation and repair of roadway signs and the repair and maintenance of roadway markings within the city's right-of-way.
- Drainage Division: Under the direction of the Drainage Supervisor, this division is responsible for all repairs and maintenance of the city's stormwater collection system. This division also installs new culvert piping upon customer permitting.
- Parks Division: Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.
- Fleet Division: Under the direction of the Assistant City Manager, this division is responsible for all repairs and maintenance of the city's Fleet
- Building Maintenance Division: Under the direction of the Public Works Superintendent, this division provides services to the community by conducting preventative maintenance and repairs on all city property and buildings.
- Recreation Division: Under the direction of the Recreation Supervisor, this division provides services to the community through recreation, events and programs
- Museum Division: Under the Museum Manager, this division provides services to the community through museum, events and programs.

# DPW Monthly Report June 2023

DPW Organizational Chart



Streets – (6) field technicians

Drainage – (5) field technicians

Parks – (11) field technicians

Fleet – (1) mechanic technician

Building – (1) lead technician

Museum – (1) assistant

Recreation – (1) event coordinator, (3) PT, (16) lifeguards

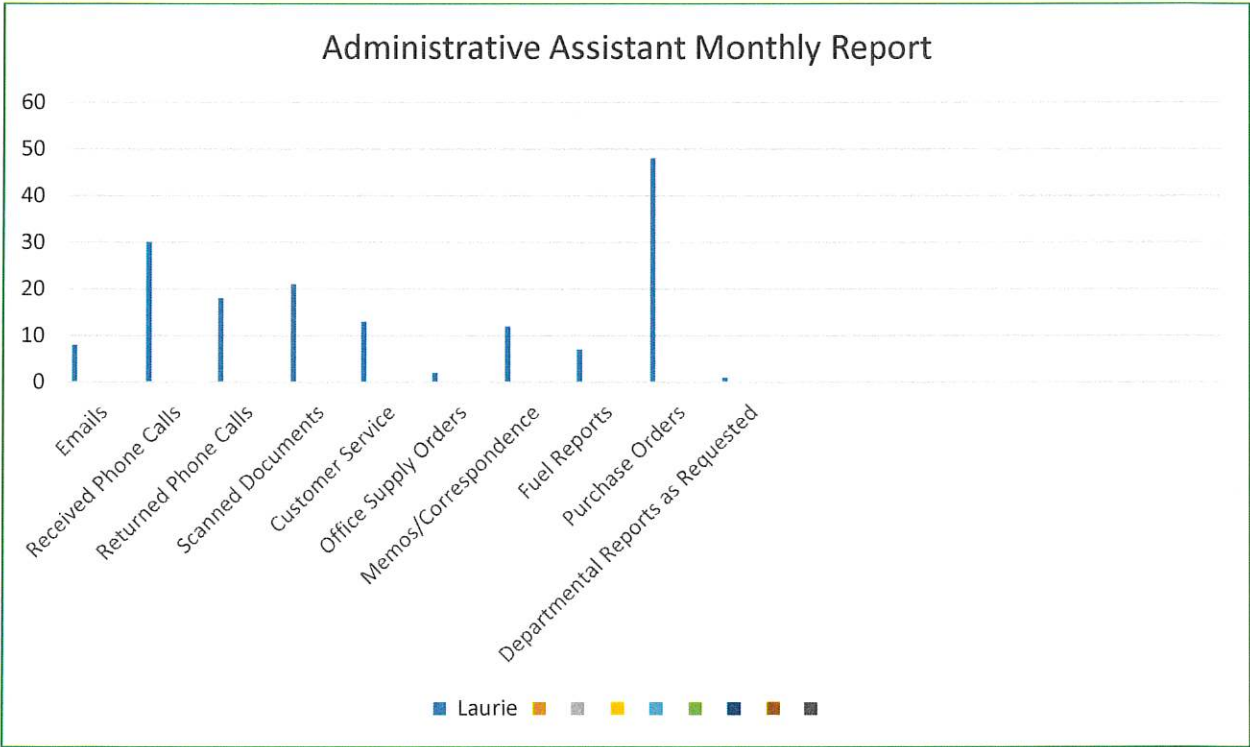
# DPW Monthly Report June 2023

**Administration Division:**

under the Direction of the Assistant City Manager, this division manages the public works office, customer service, scheduling, reporting and public communication

**Key Highlights This Month:**

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



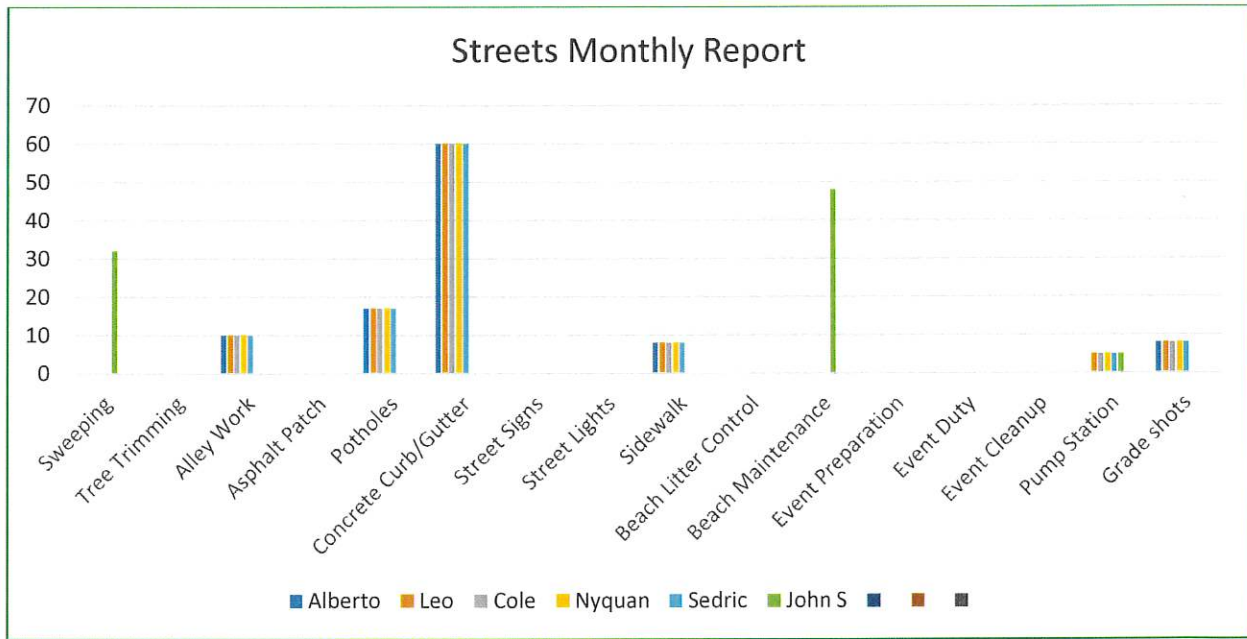
# DPW Monthly Report June 2023

## Streets Division:

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

### Key Highlights This Month:

- Concrete Repair from Veolia Leak
- Concrete Sidewalk Repair from CenterPoint Damage
- Curb and Gutter replacement - Locust



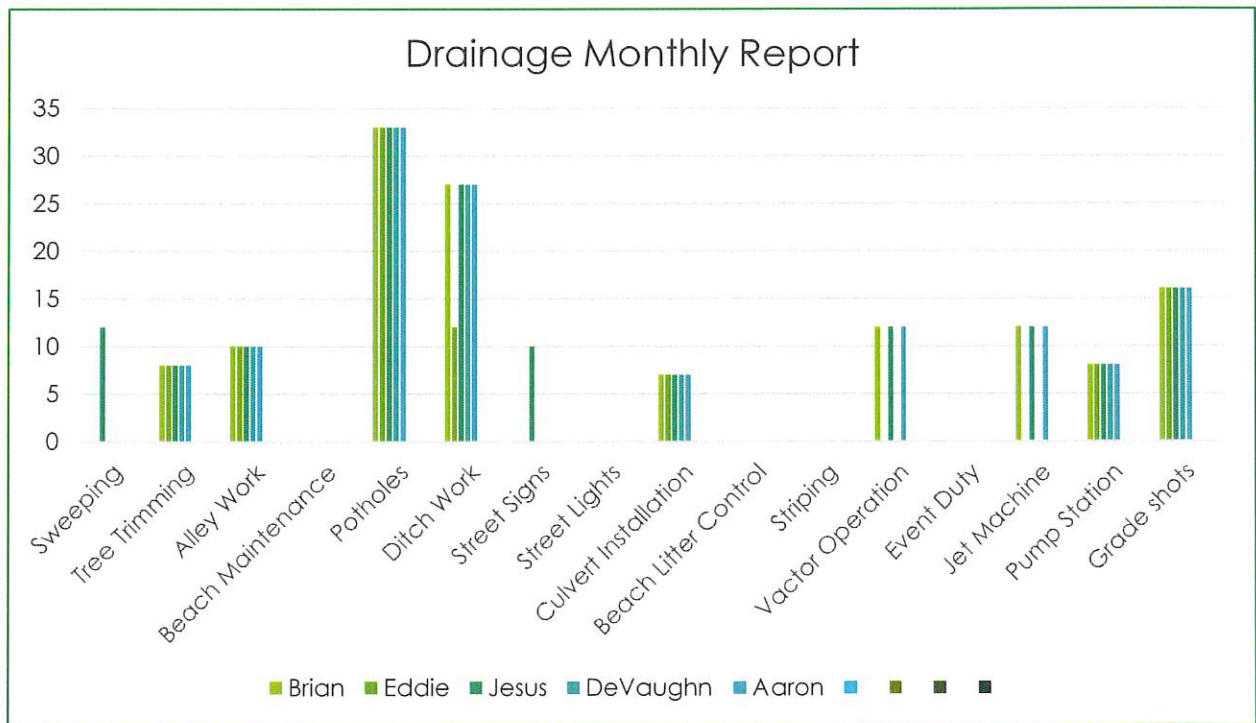
# DPW Monthly Report June 2023

## Drainage Division:

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

### Key Highlights This Month:

- S. Ave H – Install Culvert
- Mow/Weed Control all Wards
- Clean Inlets in all Wards

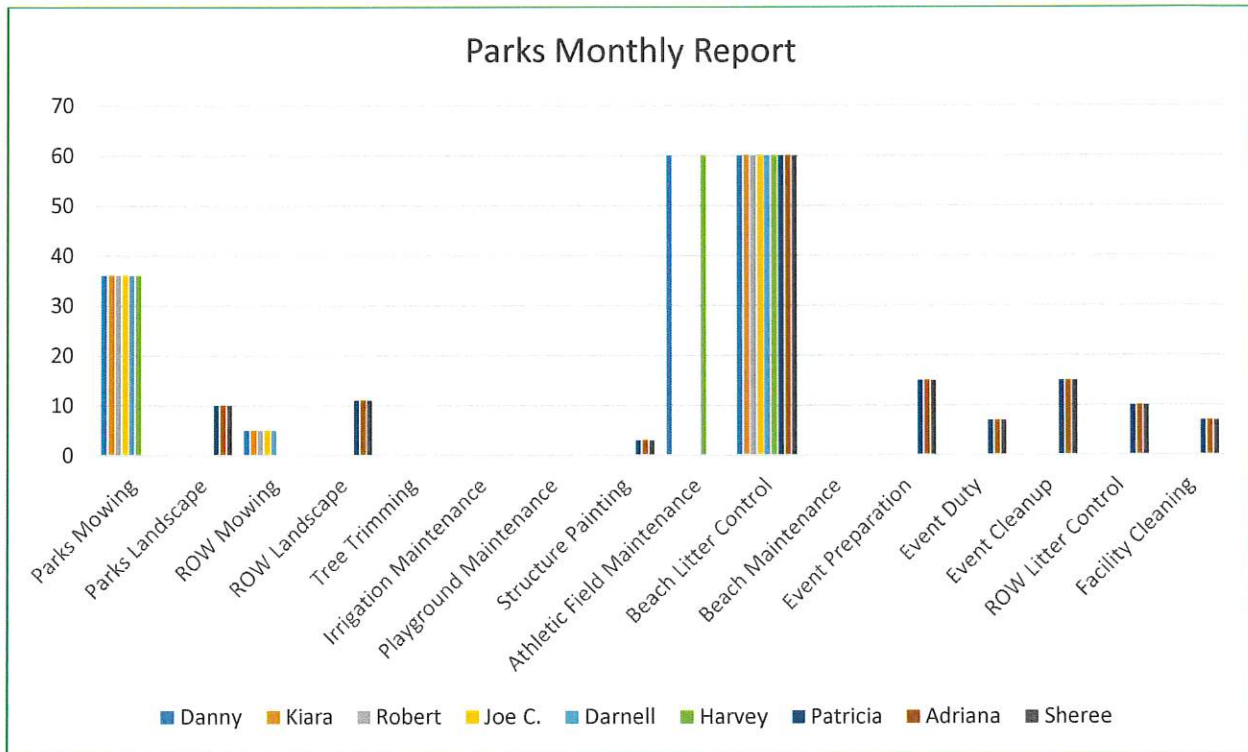


# DPW Monthly Report June 2023

## Parks Division:

Under the direction of the Parks/Grounds/Facilities Supervisor, this division provides services to the community by conducting preservation and beautification of the City's parks, ball fields, building grounds and open spaces.

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



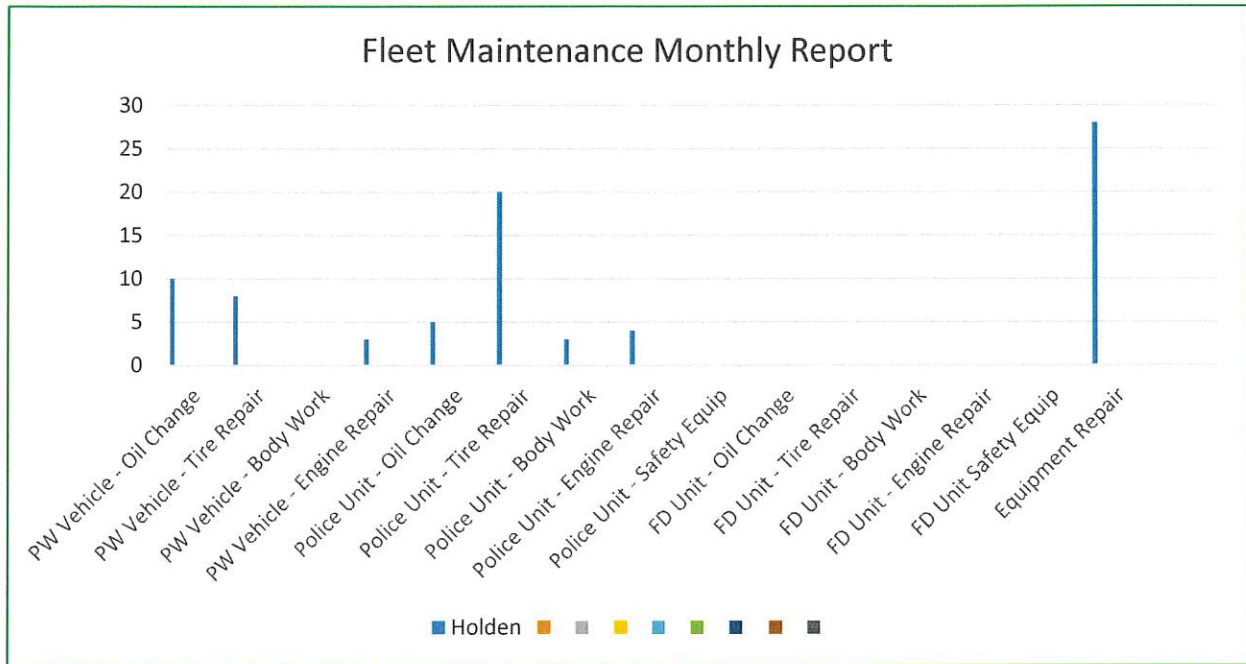
# DPW Monthly Report June 2023

**Fleet Division:**

Under the direction of the Assistant City Manager, this division is responsible for all repairs and maintenance of the city's Fleet

**Key Highlights This Month:**

- Repair A/C Unit on PD Unit 17
- c/o Cylinder on 1 Ton Dump Truck
- c/o Pulley and Belt on PW Unit 24





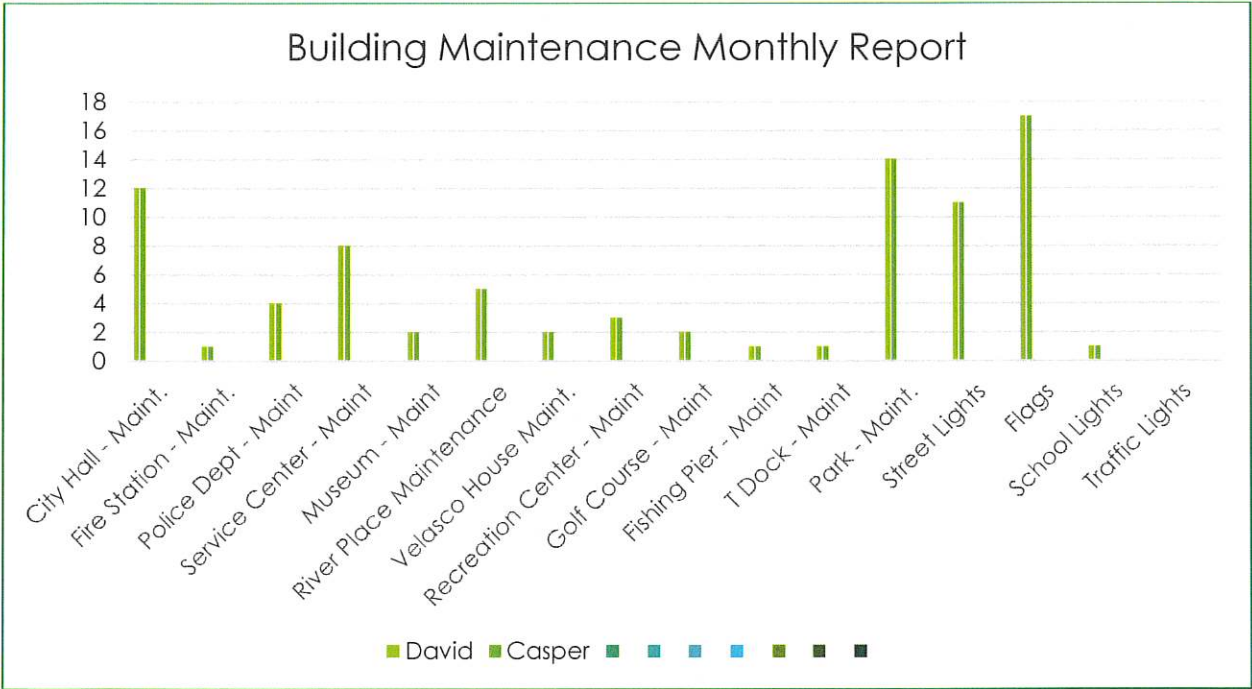
# DPW Monthly Report June 2023

**Building Maintenance Division:**

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

Key Highlights This Month:

- Repair Fountain in Memorial Park
- Repair Splash Pad at FCHP
- Repair Antique Lights



# DPW Monthly Report June 2023

## Recreation Division:

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

### Seniors Day & Commissions Meeting- May 15<sup>th</sup> (Every 3<sup>rd</sup> Monday of the month)

- Staff Updates- We are hiring part Time Lifeguards.
- Current Programming- We have one Zumba instructor that has class 8:30 - 9:30 a.m. on Mondays, Wednesdays and Saturdays and 6- 7 p.m. on Mondays, Wednesdays and Fridays.
- Programs & Events- We are finalizing on our Pool Season and a soccer camp with BISD high school as well.

## Facebook Data:

- February 2023 – 3474 people like the Freeport Recreation Page
- February 2023 – 3779 people follow the Freeport Recreation Page

## Revenue:

- Adult Daily Pass        \$220.00
- Child Daily Pass        \$12.00
- Senior Daily Pass        \$57.00
- Student Daily Pass      \$144.00

## Attendance:

- Monthly Membership Family        65
- Monthly Membership Individual    25
- Monthly Membership Senior        7
- Monthly Memberships Youth        25
- City Employees                        3

# DPW Monthly Report June 2023

## Recreation:

# DPW Monthly Report June 2023

## Museum Division:

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

## May Notes:

May 2023 kicked off with Main Street's Cinco de Mayo event in which Wade and Rene assisted Ana Silbas with her plans and preparations along with gathering décor and decorating for the event. The first five of fifteen new interpretive panels were received from Museum Arts. Museum staff installed z-bar mounts to the panels and walls and hung up the new panels while simultaneously rearranging museum displays. Work continued on research and text for the remaining interpretive panels covering the modern history of Freeport. Wade met again with the Dia de Los Muertos Initiative for county-wide plans for the holiday. The Freeport Historical Museum will host Dia de Los Muertos altars while simultaneously running the annual Haunting Tales of The Texas Coast exhibit. Employees with the City's Parks department transported the sharks from City Hall to the Museum so that museum staff could begin installing the Shark Exhibit for a June 1st opening. Price and Jesus with the City assisted Wade and Rene in mounting four of the large sharks safely to the rebar in the ceiling. We successfully gave ourselves enough time to fully prep the exhibit hall space. The Shark Exhibit was ready in advance. Promotion began for Fort Velasco Day in late June. The Freeport Historical Museum hosted the Brazoria County Museum Alliance in the Little Theater. The Brazoria County Museum Alliance consists of museum professionals from across the county who share resources, news, insights, promotions, and future collaborations.

• Total No. of volunteers	0
• No. of visitors	48
• Museum projects improved	1
• No. of hrs. theatre used	2
• No. of programs offered	3
• No. of events co-sponsored	2
• No. of non-profit organizations	1

## Museum programs for 2023:

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

**Freeport Main Street:**

Under Direction of the Main Street Coordinator, this division is responsible for revitalizing and historically preserving the downtown area to foster an environment to celebrate our rich history and diversity which offers economic, social and cultural opportunities.



**1 Continue to Build Partnerships through Community Outreach**

With Freeport Main Street in the Catalyst Phase (First Three Years), it is vital to continue the process of building relationships with residents, local corporations, civic organizations, community leaders and local and regional economic development partners.

**2 The Four Point Main Street Approach**

The work of Freeport Main Street is driven by the Four Point Main Street Approach, which focuses on design, organization, promotion and economic vitality.

**3 The Main Street American Evaluation Framework**

In order to continue the growth of Freeport Main Street, there are six standards to guide the historic preservation and economic revitalization of Downtown Freeport, which include:

- I. Broad-Based Community Commitment to Revitalization
- II. Inclusive Leadership and Organizational Capacity
- III. Diversified Funding and Sustainable Program Operations
- IV. Strategy-Driven Programming
- V. Preservation-Based Economic Development
- VI. Demonstrated Impact and Results

# DPW Monthly Report June 2023

## 2023 May Impact

### Events Attended

#### **Brazosport ISD: Lift Up Mentoring Program- May 4<sup>th</sup>**

Freeport Main Street Staff attended Brazosport ISD's Lift Up Mentoring Program through an invitation from Dr. Vincent Solis, President of Brazosport College and Danny Massey, Brazosport ISD Superintendent. Our staff is proud to be a part of the initiative of engaging and collaborating with community leaders and empowering BISSD's economically disadvantaged students to succeed and thrive.

Approximately three-fourths of students attending BISSD are identified as economically disadvantaged. As part of Freeport Main Street's strategic priorities, our board and staff believe building partnerships with community stakeholders and engaging with our residents is vital to our mission and the continued development of our community as a whole.

#### **Día de Los Muertos Planning Meeting -May 17<sup>th</sup> & 31<sup>st</sup>**

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

#### **New Main Street Manager Series: Main Street America (MSA) Overview – May 30<sup>th</sup>**

Main Street Coordinator participated in a virtual webinar hosted by Texas Main Street Program. This virtual webinar is the first session of six in a series to provide professional development for New Main Street Managers across the state. The first session entitled: "Main Street America (MSA) Membership Overview" was centered on reviewing membership benefits, explaining how to access MSA online account, and demonstrate how to navigate MSA's website. This session allowed all attending managers to connect to MSA's national network of managers and a broad range of professional development materials.

### Meetings

#### **Freeport Main Street Economic Vitality Subcommittee Meeting- May 2<sup>nd</sup>**

The Freeport Main Street Economic Vitality Subcommittee met to discuss their goals and future plans. Additionally, Robert Johnson, Freeport Economic Development Corporation Executive Director gave a presentation addressing economic vitality and community placemaking. This subcommittee welcomed 3 new members: Jesse Glatz-TBT Real Estate, Edith Fischer-Director of Tourism, Brazosport Chamber of Commerce and Sandra Leavey-Downtown Resident & Former Main Street Advisory Board Member.

# DPW Monthly Report June 2023

## **Freeport Main Street Design Subcommittee Meeting- May 16<sup>th</sup>**

The Freeport Main Street Design Subcommittee met to review design guideline examples addressing signage in downtown.

## **Freeport Historical Commission & Main Street Advisory Board General Meeting -May 18<sup>th</sup>**

The Freeport Historical Commission & Main Street Advisory Board met to approve new subcommittee member applications (Jesse Glatz, Edith Fischer and Sandra Leavey) and hear a presentation from Robert Johnson, Freeport Economic Development Corporation Executive Director on the Overland Group development/ Dollar General Market in downtown.

## **Projects**

### **Building Inventory**

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

### **Friends of Freeport Main Street**

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

### **Design Assistance Request**

Main Street Coordinator is coordinating with the Texas Main Street Program Design Team a design assistance request from Rhombus INC. The purpose of this design assistance request is to create building/property design recommendations for an outdoor restaurant deck in the vacant lot next to Ocean Food Mart.

### **KidFest**

Main Street Coordinator is currently working on the plans for the 2023 KidFest, which is set for August 5, 2023 from 3pm-7pm in downtown. This event will be held in partnership with the Freeport Historical Museum. For this year's event, we will have a superhero theme. The activities will include games, inflatables, face painting, caricature drawings and balloon artist with food and a DJ to provide music. This is a free community event. Freeport Main Street will seek sponsorships and create event t-shirts.

**DPW**  
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June 2023