



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, MARCH 6, 2023 at 6:00 P.M.**

Mayor:

Brooks Bass

Council Members:

Jeff Pena

Jerry Cain

Mario Muraira

City Manager:

Timothy Kelty

THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, WILL MEET ON MONDAY, THE 6TH DAY OF MARCH, 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.

CONSENT AGENDA:

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

1. Consideration and possible action on the approval of City Council meeting minutes from February 21, 2023. **(Wells)**
2. Consideration and possible action approving the road closures for the Spring Market Day & Food Truck Festival on March 18, 2023 from 8:00am to 5:00pm. **(Petty)**
3. Consideration and possible action to adopt Ordinance No. 2023-2689 amending the General Election Ordinance for May 6, 2023 for polling location change from Lake Jackson Civic Center, to the Lake Jackson Library. **(Wells)**
4. Consideration and possible action to adopt Ordinance No. 2023-2690 amending the Special Election Ordinance for May 6, 2023 for polling locations. **(Wells)**

COUNCIL BUSINESS – REGULAR SESSION:

5. Consideration and Possible action approving Ordinance 2023-2691 canvassing the returns and declaring the results of February 25 Special Election for Ward D. **(Wells)**
6. Consideration and possible action for the approval of road closures for the Annual Easter Egg Hunt April 8th, hosted by Barcadia. **(Petty)**
7. Consideration and possible action on Second Reading and approval of Resolution No. 2023-2782 of the EDC Project, Taco Bell. **(Johnson)**
8. Consideration and possible action authorizing advertising for bids for the Bryan Beach road improvement project. **(Petty)**
9. Consideration and possible action approving Resolution No. 2023-2783, amending the City overtime and comp time personnel policy. **(Fisher)**

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 Muraira Ward C announcements and comments.
- E. City Manager Tim Kelty announcements and comments.
- F. Updates on current infrastructure.
*Schedule for Lucas Construction Phase II Concrete Project.
- G. Update on reports / concerns from Department heads.
*Discussion regarding permits issued for underground work by sub-contractors outside utilities.

CLOSED SESSION:

11. Executive Session regarding a.) (Deliberations about Real Property) East End, Property swap with ISD for OA Fleming property and River property used for High School ball diamonds. b.) (Consultation with Attorney) potential litigation: Veolia Contract, Special Counsel Investigation and Report regarding purchase of Boys and Girls Club by Councilman Pena, in accordance with Texas Government Code Annotated, Chapter 551, Sections 551.071, and 551.073.

COUNCIL BUSINESS – REGULAR SESSION:

12. Take any action resulting from Executive Session.

ADJOURNMENT:

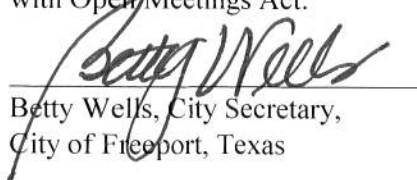
13. Adjourn.

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).

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

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


Betty Wells, City Secretary,
City of Freeport, Texas

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Tuesday, February 21, 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 Mario Muraira

Staff: Tim Kelty, City Manager
Lance Petty, Assistant City Manager/PWD
Betty Wells, City Secretary
Clarisa Molina, Administrative Assistant
Scott Bounds, Interim City Attorney
Cathy Ezell, Finance Director
Toby Cohen, IT Manager
Donna Fisher, Human Resource Director
Kacey Roman, Building Official
Chris Motley, Fire Chief
Robert Johnson, EDC Director
Jennifer Howell, Freeport Police Chief

Visitors:

George Matamoros	David McGinty
Karla Clark	Melanie Oldham
Margaret Bachman	Ron Bachman
Manning Rollerson	Margaret McMahan
Con McCleester	Diane McCleester
Kent Holle	Anahi Reyes
Mina Orosco	Pam Dancy

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:

Mina Orosco spoke to council a non-profit organization. The program is to help homeowners. She said if we don't start using the funding, it can possibly get reallocated. The name of the Company is Legacy Community Development Corp.

Melanie Oldham spoke in agreement with item #7, she said the beach is an asset to the city. Ms. Oldham is in opposition of item #8, she said she is not sure if we need a Police Substation.

Manning Rollerson spoke of the chlorine smell, he said he received the report from Fire Chief. Mr. Rollerson said he has sent the report to the Federal Government and to TCEQ. He spoke of Mr. Woodard, and wants to know if this was racial attack. He asked about Taco Bell, he said he opposes this, we need a grocery store, and houses.

Shonda Marshall thanked council for working together. She said she was pleased to see the Mayor and Councilman Pena coming together to co-sponsor some agenda items. She said you guys are an example, and this is a good sign.

Anai Reyes, 1624 N. Brazosport said she is trying to open a business and she cannot get a call back from the Code Department. She said she is seven days from paying her lease, and she is wanting to bring this business to the city. Ms. Reyes said she hopes council can help her get the answers she needs on how to open.

Pam Dancy complemented Mr. Petty and his team for fixing the Library sign.

Karla Clark, thanked Mr. Petty and his team for repairing the leak on Marlin and Sailfish. She spoke of the over grown property on Ave I, this property is in the City Trust. Ms. Clark asked why the city has not taken care of this. She spoke of the alleyway on Mystery Harbor has no signs, and has speed bumps. She spoke of Munson and Ave G, there is a large pothole. She said 409 South Ave F had a tax lien to tear down the home, and now the property owner is being threatened to be fined for the cinder blocks that are left.

Margaret McMahan 1330 W. 8th Street, spoke of loose dogs in Freeport. She said five times since January 15, she has had to use her pepper spray on dogs to keep from being attacked. She said this occurred on the 1300 & 1400 blocks of West 7 & 8. She spoke of making a complaint, and followed up the next day and nothing had been done. She asked why an officer cannot stop when they see a habitual offender. She said the city needs to do more before something tragic or fatal happens.

Jeff Pena, 224 West Park thanked the Main Street Board and the EDC for the Mardi Gras event. He spoke of the agenda items 7, 8, & 9. He said that being on council does not mean you have to like each other, but we do. He spoke of Go Texan Day, on Friday February 24th. He also said it is Black History Month. He paraphrased a quote by Martin Luther King.

David McGinty, 521 W, Broad said he supports item #7 on the agenda, but he does not support restricted beach access, and he does not like budget amendments. He said he gives the beach crew thumbs up. Mr. McGinty opposes item #9, and he believes item #8 the numbers show Wards C & D need a Police Substation instead of Ward A.

Karla Clark, 411 Sailfish said the end of Ave H, by the Missouri Pacific Railroad, there is a Sprint roll off dumpsters and Sprint regular dumpsters. She said she wants to know why they are allowed to have this, but residents are not allowed to use any other company. She said she wants a response to this.

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

Presentation of the Quarterly Report for the First Quarter of FY 2023.

Finance Director Cathy Ezell presented to council the Quarterly Report for the First Quarter of FY 2023.

CONSENT AGENDA

Councilman Pena asked that item #3 be moved to regular session.

Consideration and possible action on the approval of City Council meeting minutes from February 6, 2023.

A motion was made by Councilman Muraira to approve the February 6, 2023 meeting minutes, seconded by Councilman Cain, with all voting "Aye" 4-0 council unanimously approved the February 6, 2023 meeting minutes.

COUNCIL REGULAR AGENDA

Consideration and possible action for the approval of road closures for the Annual Easter Egg Hunt hosted by Barcadia.

A motion was made by Councilman Cain to approve road closures for the Annual Easter Egg Hunt hosted by Barcadia, seconded by Councilman Muraira. With discussion that followed.

Councilman Pena spoke of the success of this event the last few years, but he has concern of Barcadia closing. Councilman Pena asked that this be put on the next agenda until we know where the business stands.

Mayor Bass called the motion for a vote. Motion fails with all voting "Nay"

Consideration and possible action on First Reading of the EDC Project.

EDC Director Robert Johnson, presented to council the First Reading of the EDC Project for Taco Bell.

City Manager Tim Kelty read Resolution No. 2023-2782.

There was discussion on the sales tax for the City from the business. Council asked if there are any other Grants and the Incentives that are being offered. There was discussion on the reimbursement from the City. Council discussed the salary for the employees. It was asked that there be more clarification on the numbers being discussed for this project.

George Matamoros, North Ave O said this has been discussed since November 21, 2021 by the EDC.

City Manager Tim Kelty said there was no signed contract prior to action by EDC, and the company had waited for endorsement from the EDC. Mr. Kelty spoke of the \$1.9 million dollars being invested.

There was no action needed on this item.

Consideration and possible action approving Resolution No. 2023-2778 Reaffirming Ethics Ordinance No. 2019-2567.

A motion was made by Councilman Pena, to approve Resolution No. 2023-2778 Reaffirming Ethics Ordinance No. 2019-2567, seconded by Councilman Muraira. With discussion that followed.

Councilman Pena asked what section is the social media conduct by employees? Mr. Kelty said the social media policy is separate from the Ethics Ordinance.

Mayor Bass called the motion for a vote, with all present voting "Aye" 4-0 council unanimously approved Resolution No. 2023-2778 Reaffirming Ethics Ordinance No. 2019-2567.

Consideration and possible action on approving Resolution No. 2023-2781 amending the policy for the take home vehicles.

Human Resource Director, Donna Fisher presented to council Resolution No. 2023-2781 amending the policy for the take home vehicles. She said this is recommended by staff. Ms. Fisher said this will better control use of the City Vehicles, and will meet the requirements of the IRS.

A motion was made by Councilman Cain, to approve Resolution No. 2023-2781 amending the policy for the take home vehicles, seconded by Councilman Muraira. With discussion that followed.

Councilman Pena asked if this item is clarifying the tax of the take home vehicle? Ms. Fisher said yes, but it also provides for better understanding of the rules.

Manning Rollerson asked who gets the fuel cost and maintenance for these vehicles? Mr. Kelty said the city pays the costs of fuel and maintenance on all city vehicles. Mr. Rollerson said he opposes this.

Mayor Bass called the motion for a vote, with all present voting "Aye" 4-0 council unanimously approved Resolution No. 2023-2781 amending the policy for the take home vehicles.

Discussion regarding Police Substation in Downtown at former BCC offices- next door to museum.

Councilman Pena said this is brought because of his concerns in downtown. There was discussion of having more police presence in the downtown. He said there will be faster response times if there is a substation in Ward A. There was discussion for more Patrol Officer presence.

Pam Dancy, supports the presence of more Patrol Officers, and letting citizens know who is on duty.

No action was needed for this item.

Discussion and Possible Action for soliciting Architecture Plans for new Rec Center and Discussion of Site Placement.

Councilman Pena said we need to prioritize what will benefit the citizens of Freeport. He said the Rec Center could be utilized more, if it is redone. He said we are just wanting to get ideas on what can be done and what can be used with a new Rec Center.

Mayor Bass said he is not sure if he is for it if the cost analyst is \$30,000. The Rec Center does not make money, but it is a service to the City of Freeport residents. He said the Rec Center may be utilized more if it is redone. There was discussion of the funds not being there, and we may have to go out for bonds.

Councilman Muraira said he would be in favor to put it up for election, to get the thoughts of the citizens.

Councilman Cain said he is in favor of sight placement and building a new Rec Center. He opposes doing a budget amendment, and he thinks we need citizens input.

Councilman Pena spoke of the benefits of a new Rec Center, and how it will meet the needs of the citizens.

Pam Dancy is in support of this, she said it will be good for the teenagers of the City.

Shonda Marshall is in support, she said a lot of children have nothing to do. She said this will offer more for our children. She said we need to be smart with the design of the building.

Karla Clark said it needs to be cost effective.

Mayor Bass said every school day, at the Methodist Church there is a program called the "Spot" for high schoolers and middle school students. He believes it will house up to 40 kids and they are looking for volunteers.

A motion was made by Mayor Bass to table this item, seconded by Councilman Cain. With all present voting "Aye" 4-0 council unanimously approved tabling this item.

Discussion and Possible Action for Budget Amendment for the asphalt paving at FM 1495 Beach Entry from Stop Sign intersection to Dunes.

Mr. Petty said the road is actually asphalted from 1495 to where the County put asphalt. Mr. Petty said there is approximately 530 feet that actually needs to be asphalted. Councilman Pena said he wants it to look clean. He said the esthetic is important. Councilman Pena said we have the money.

There was discussion on the amount this will cost. Mr. Petty said this will not be warrantied work, because of Storms and the likelihood that it would erode. He said he could get a quote for including a seal coat.

Councilman Cain said there is \$150,000 budgeted for the T-Docks. The budget came in at \$95,000, this leaves \$55,000 and it will not require a budget amendment. Mr. Kelty said we have money budgeted for 5th Street as well, we would not have to do a budget amendment.

Mr. Kelty said the project would have to go out for competitive sealed bids because it will be over \$50,000.

Ms. Clark said roads need work, she asked if money will be taken from these?

George Matamoros opposes this, he said the asphalt will wash away.

Council discussed the importance of repairing the streets in Freeport that need repair, and the T-Dock for the safety of citizens that was voted down. There was discussion in the scope of work changing, for the beach road, and some citizens saying they do not want this, and some are in agreement. It was asked that Mr. Kelty and Mr. Petty get the cost of this project.

A motion was made by Councilman Pena to pave the widened road as previously planned from where the asphalt ends, to the dunes, for \$49,999.99, seconded by Councilman Muraira. With a 3-1 vote, council

approved extending and widening the asphalt paving at Bryan Beach Entry road from the end of the County work to Dunes for an amount not to exceed \$49,999.99. Councilman Cain voted “Nay”

WORK SESSION:

Councilman Pena thanked all the citizens who spoke in citizens comments. He spoke of the stray animals in the City, he said he has been chased by dogs on 4th, 5th, and 6th Streets. Councilman Pena said the settings on the live-stream is very distracting with the constant advertisements for city events and asked if it can go back to the way it was. He spoke of the Old PD on Ave A and Division, he said the back of that property needs to be cleaned. He asked why the gumbo cookoff was canceled at the Mardi Gras. He asked that speed limit signs be posted at the beach, he said that speed is 15 MPH. He asked about the reflectors being placed in downtown area. Mr. Petty said this will be about \$8,000 for this project. Councilman Pena asked that this be added to the next agenda.

Councilman Cain spoke of the dogs in Freeport, he said his dog was attacked by a loose dog while on a walk with his daughter. He said we need to encourage patrol and ACO to pickup these stray dogs. He congratulated all involved in the Mardi Gras event. He asked when the City Wide Clean up will be held? Mr. Kelty said April 22, at O.A. Fleming from 8 AM to 12:00 PM.

Councilman Muraira asked about the sidewalks on Dixie when they will be completed. Mr. Petty said it is part of Phase 1. He said we are expected to have this closed out by March 15. Councilman Muraira said there was a complaint about the levee trail by the Mystery Boat needing to be leveled out. Mr. Petty said he believes it has been corrected.

City Manager Tim Kelty said Mr. Dybala at the golf course, said the City Golf Course host the Brazosport High School golf team. He said it is usually seven or eight students that sign up, this year forty students have signed up.

Mr. Kelty presented a PowerPoint of his Goals and Objectives to Council. The 8 goals he shared related to water and sewer improvements, City Hall renovations, housing development, street reconstruction, East End resolution with the Port, planning and budgeting, economic development, and establishing City core values and guiding principles.

Mayor Bass made a motion to include Mr. Kelty in Executive Session, seconded by Councilman Pena with all present voting “Aye” 4-0 motion passed.

CLOSED SESSION:

Open Session was recessed and Executive session was opened at 8:42 P.M.

Executive Session was closed at 10:20 P.M

OPEN SESSION:

Adjourn

On a motion by Councilman Muraira, seconded by Councilman Pena, with 4-0 vote, Mayor Bass adjourned the meeting at 10:20 P.M.



City Council Agenda Item # 2

Title: Spring Market Day & Food Truck Festival Road Closures

Date: March 6, 2023

From: Ana Silbas, Main Street Coordinator

Staff Recommendation:

Main Street Staff requests the approval of road closures by City Council for Freeport Main Street’s Spring Market Day & Food Truck Festival, which will take place on Saturday, March 18, 2023. The requested time for road closures is from 8:00am to 5:00pm.

Item Summary:

Freeport Main Street is set to host its Spring Market Day & Food Truck Festival to highlight Historic Downtown Freeport. The event activities will include local vendors, food trucks and music.

The road closures for Saturday, March 18, 2023 include the following:

8:00am-5:00pm	Road Closures: 2 nd & 4 th Street at East Park Broad at West Park & East Park Alley
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Background Information:

The Spring Market Day & Food Truck Festival is a part of the annual event schedule for Freeport Main Street.

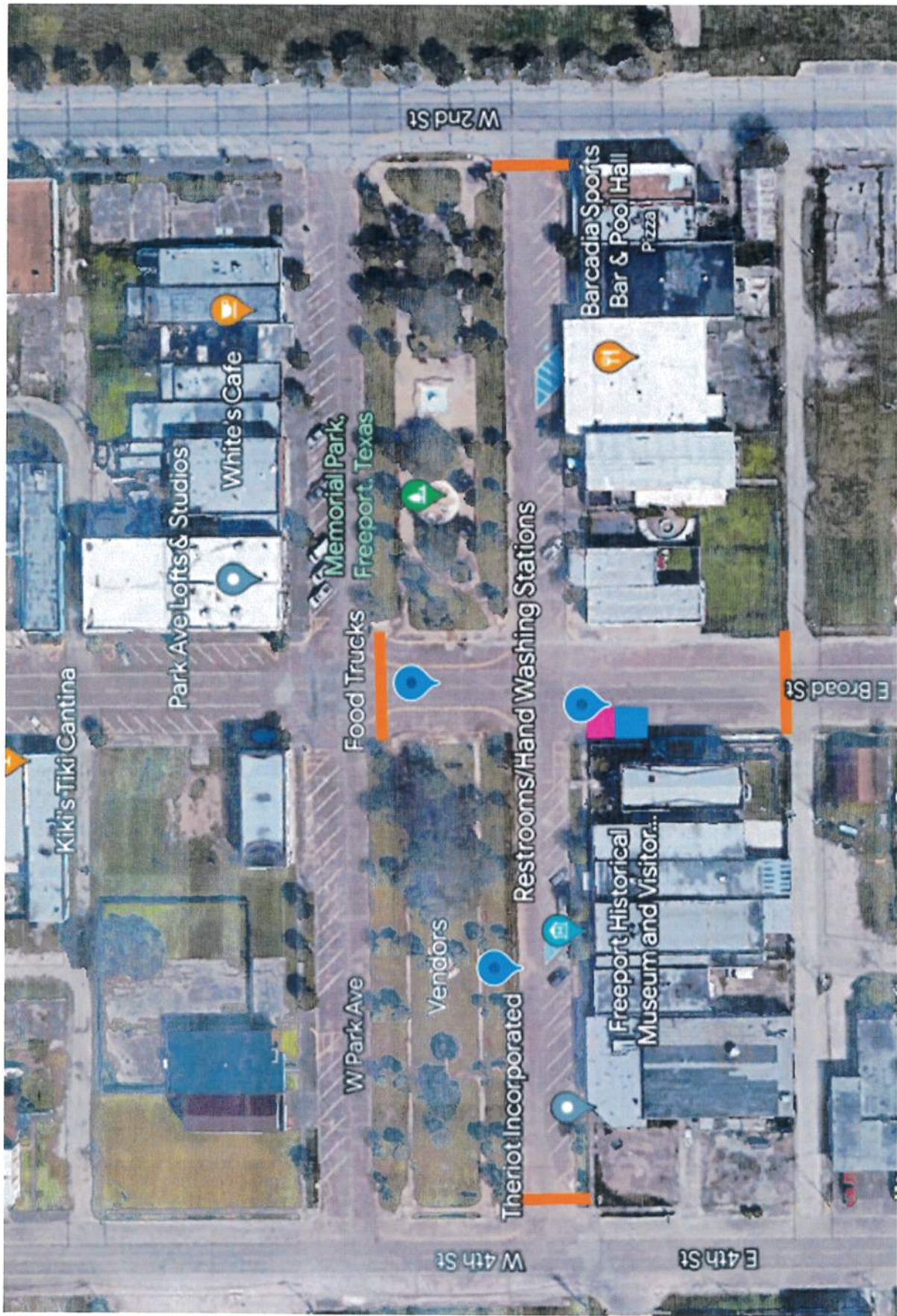
Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party recommendation: The Freeport Historical Commission & Advisory Board supports this event as a way to highlight Historic Downtown Freeport and has recommended to collaborate with Freeport Historical Museum as they host their Dinosaur George Exhibit on March 18,2023.

Supporting Documentation:

Map of Proposed Road Closures and Event Flyer



**DINOSAUR
GEORGE
RETURNS**
MARCH 17TH- 18TH, 2023

admission required

FREEPORT HISTORICAL
MUSEUM
& VISITOR CENTER

FAMILY FUN IN DOWNTOWN FREEPORT!

**Spring
Market Day
&
Food Truck
Festival**

Food Trucks
MUSIC
Local Vendors

Saturday, March 18th, 2023 10am - 4pm



FREE FUN FOR THE WHOLE FAMILY

**Historic Downtown Freeport
311 E. Park Avenue**



City Council Agenda Item # 3

Title: Consideration of approving Ordinance No 2023-2689 amending polling locations for the 2023 General Election.

Date: March 6, 2023

From: Betty Wells

Staff Recommendation: Staff recommends approving Ordinance No. 2023-2689 amending the polling locations for the May 6, 2023 General Election.

Item Summary: Brazoria County Elections department contacted staff with an updated polling location list.

Background Information: Brazoria County Elections office annually distributes a list of county wide polling places. A voting location was removed from, Lake Jackson Civic Center, 333 Hwy 332, and moved to the Lake Jackson Library, 250 Circle Way. This is done by the County Election Offices.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Ordinance and attachments.

ORDINANCE NO. 2023-2689

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING THE GENERAL ELECTION ORDINANCE NO. 2023-2686 BY CHANGING THE GENERAL ELECTION DAY POLLING LOCATION AND THE EARLY VOTING POLLING LOCATION IN LAKE JACKSON FROM THE LAKE JACKSON CIVIC CENTER TO THE LAKE JACKSON LIBRARY; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Election Director of the Brazoria County Clerk's Office has notified the City that, due to availability, the polling location in Lake Jackson had to be changed from the Lake Jackson Civic Center located at 333 Highway 332 to the Lake Jackson Library located at 250 Circle Way;

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

SECTION ONE - Section Two – Municipal Polling Places and Section Six – Early Voting in Ordinance 2023-2686 are hereby amended by replacing the references to permitting Polling Places for the general election day and early voting locations, respectively, in Lake Jackson (Branch) from the *Lake Jackson Civic Center located at 333 Highway 332* to the *Lake Jackson Library located at 250 Circle Way*.

SECTION TWO - Ratification and Confirmation by Mayor.

By signing this ordinance, the undersigned Mayor of the City hereby ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

SECTION THREE - Effective Date.

This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this 6th day of March, 2023.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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

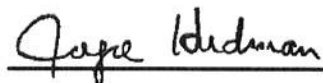
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

Angleton (Main)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake Jackson.....Lake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EastTom Reid Library, 3522 Liberty Dr
Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

April 24-28.....8 AM – 5 PM
April 29.....7 AM – 7 PM
May 1-27 AM – 7 PM



Early Voting Clerk

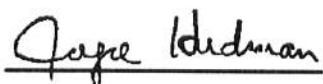
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

*Angleton (Ubicación Principal)East Annex, 1524 E Mulberry
AlvinAlvin Library, 105 S Gordon
BrazoriaBrazoria Library, 620 S Brooks
FreeportFreeport Library, 410 Brazosport Blvd
Lake JacksonLake Jackson Library, 250 Circle Way
ManvelNorth Annex, 7313 Corporate Dr
Pearland EsteTom Reid Library, 3522 Liberty Dr
Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
West ColumbiaPrecinct 4 Building #2, 121 N 10th St*

FECHAS Y HORAS

*24-28 de abril.....8 AM – 5 PM
29 de abril.....7 AM – 7 PM
1-2 de mayo7 AM – 7 PM*



Secretaria de la Votación Adelantada

ELECTION DAY VOTE CENTERS-2023-05-06 JOINT LOCAL

City	Location and Address
Alvin	Alvin Library, 105 S Gordon, Alvin
Alvin	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin
Angleton	East Annex (Old Walmart), 1524 E Mulberry, Angleton
Bonney	Bonney Annex Building, 19025 FM 521, Bonney
Brazoria	Brazoria Library, 620 S Brooks, Brazoria
Brookside Village	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village
Clute	Clute Event Center, 100 Parkview Dr, Clute
Danbury	Danbury Community Center, 6115 5th St, Danbury
Freeport	Freeport Library, 410 Brazosport Blvd, Freeport
Jones Creek	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek
Lake Jackson	Lake Jackson Library, 250 Circle Way, Lake Jackson
Manvel	North Annex, 7313 Corporate Dr, Manvel
Oyster Creek	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
Pearland	Drainage District No. 4 Building, 4813 W Broadway, Pearland
Pearland	Pearland Recreation Center, 4141 Bailey Rd, Pearland
Pearland	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
Pearland	Tom Reid Library, 3522 Liberty Dr, Pearland
Pearland	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland
Pearland	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland
Richwood	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
Surfside Beach	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach
Sweeny	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
West Columbia	Precinct 4 Building #2, 121 N 10th St, West Columbia



City Council Agenda Item # 4

Title: Consideration of approving Ordinance No 2023-2690 amending polling locations for the 2023 Special Election for the Park Land.

Date: March 6, 2023

From: Betty Wells, City Secretary

Staff Recommendation: Staff recommends approving Ordinance No. 2023-2690 amending the polling locations for the May 6, 2023 Special Election for the Park Land.

Item Summary: Brazoria County Elections department contacted staff with an updated polling location list.

Background Information: Brazoria County Elections office annually distributes a list of county wide polling places. A voting location was removed from, Lake Jackson Civic Center, 333 Hwy 332, and moved to the Lake Jackson Library, 250 Circle Way. This is done by the County Election Offices.

Special Considerations: N/A

Financial Impact: N/A

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Ordinance and attachments.

ORDINANCE NO. 2023-2690

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; AMENDING THE SPECIAL ELECTION ORDINANCE NO. 2023-2688 BY CHANGING THE SPECIAL ELECTION DAY POLLING LOCATION AND THE EARLY VOTING POLLING LOCATION IN LAKE JACKSON FROM THE LAKE JACKSON CIVIC CENTER TO THE LAKE JACKSON LIBRARY; PROVIDING FOR RATIFICATION AND CONFIRMATION BY THE MAYOR OF SAID CITY OF THE ACTION TAKEN BY THIS ORDINANCE; AND PROVIDING FOR AN EFFECTIVE DATE OF THIS ORDINANCE.

WHEREAS, the Election Director of the Brazoria County Clerk's Office has notified the City that, due to availability, the polling location in Lake Jackson had to be changed from the Lake Jackson Civic Center located at 333 Highway 332 to the Lake Jackson Library located at 250 Circle Way;

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

SECTION ONE - **Section 1** in Ordinance 2023-2688 is hereby amended by replacing the references to permitting Polling Places for the special election day and early voting locations, respectively, at the Lake Jackson Branch Location from the *Lake Jackson Civic Center located at 333 Highway 332* to the *Lake Jackson Library located at 250 Circle Way*.

SECTION TWO - Ratification and Confirmation by Mayor.

By signing this ordinance, the undersigned Mayor of the City hereby ratifies and confirms as his action all matters hereinabove recited which by law come within his jurisdiction.

SECTION THREE - Effective Date.

This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this 6th day of March, 2023.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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

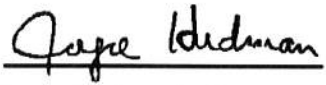
NOTICE OF EARLY VOTING AT BRANCH POLLING PLACES

Early voting by personal appearance will be conducted at the following locations:

- Angleton (Main)East Annex, 1524 E Mulberry
- AlvinAlvin Library, 105 S Gordon
- BrazoriaBrazoria Library, 620 S Brooks
- FreeportFreeport Library, 410 Brazosport Blvd
- Lake Jackson.....Lake Jackson Library, 250 Circle Way
- ManvelNorth Annex, 7313 Corporate Dr
- Pearland EastTom Reid Library, 3522 Liberty Dr
- Pearland West.....West Pearland Community Center, 2150 Countryplace Pkwy
- Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
- Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
- West Columbia.....Precinct 4 Building #2, 121 N 10th St

DATES AND HOURS:

- April 24-28.....8 AM – 5 PM
- April 29.....7 AM – 7 PM
- May 1-27 AM – 7 PM



Early Voting Clerk

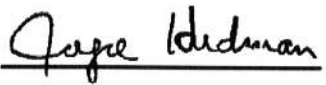
AVISO DE VOTACIÓN ADELANTADA EN LOS SITIOS DE VOTACIÓN AUXILIARES

La votación adelantada en persona se llevará a cabo en los siguientes sitios de esta manera:

- Angleton (*Ubicación Principal*)East Annex, 1524 E Mulberry
- AlvinAlvin Library, 105 S Gordon
- BrazoriaBrazoria Library, 620 S Brooks
- FreeportFreeport Library, 410 Brazosport Blvd
- Lake JacksonLake Jackson Library, 250 Circle Way
- ManvelNorth Annex, 7313 Corporate Dr
- Pearland EsteTom Reid Library, 3522 Liberty Dr
- Pearland OesteWest Pearland Community Center, 2150 Countryplace Pkwy
- Shadow CreekWest Pearland Library, 11801 Shadow Creek Pkwy
- Sweeny.....Sweeny Community Center, 205 W Ashley Wilson Rd
- West ColumbiaPrecinct 4 Building #2, 121 N 10th St

FECHAS Y HORAS

- 24-28 de abril.....8 AM – 5 PM
- 29 de abril7 AM – 7 PM
- 1-2 de mayo7 AM – 7 PM



Secretaria de la Votación Adelantada

ELECTION DAY VOTE CENTERS-2023-05-06 JOINT LOCAL (003)

City	Location and Address
Alvin	Alvin Library, 105 S Gordon, Alvin
Alvin	Hillcrest Village Municipal Building, 200 W Timberlane, Alvin
Angleton	East Annex (Old Walmart), 1524 E Mulberry, Angleton
Bonney	Bonney Annex Building, 19025 FM 521, Bonney
Brazoria	Brazoria Library, 620 S Brooks, Brazoria
Brookside Village	Brookside Village Community Center, 6243 Brookside Rd, Brookside Village
Clute	Clute Event Center, 100 Parkview Dr, Clute
Danbury	Danbury Community Center, 6115 5th St, Danbury
Freeport	Freeport Library, 410 Brazosport Blvd, Freeport
Jones Creek	Jones Creek Comm House, 7207 Stephen F Austin Rd, Jones Creek
Lake Jackson	Lake Jackson Library, 250 Circle Way, Lake Jackson
Manvel	North Annex, 7313 Corporate Dr, Manvel
Oyster Creek	Oyster Creek City Hall, 3210 FM 523, Oyster Creek
Pearland	Drainage District No. 4 Building, 4813 W Broadway, Pearland
Pearland	Pearland Recreation Center, 4141 Bailey Rd, Pearland
Pearland	Silverlake Recreation Center, 2715 Southwyck Pkwy, Pearland
Pearland	Tom Reid Library, 3522 Liberty Dr, Pearland
Pearland	West Pearland Community Center, 2150 Countryplace Pkwy, Pearland
Pearland	West Pearland Library, 11801 Shadow Creek Pkwy, Pearland
Richwood	Richwood City Hall, 1800 N Brazosport Blvd, Richwood
Surfside Beach	Surfside Beach City Hall, 1304 Monument Dr, Surfside Beach
Sweeny	Sweeny Community Center, 205 W Ashley Wilson Rd, Sweeny
West Columbia	Precinct 4 Building #2, 121 N 10th St, West Columbia



City Council Agenda Item # 5

Title: Consideration of approving Ordinance No. 2023-2691 canvassing the returns and declaring the results of the February 25, 2023 Special Election, Ward D.

Date: March 6, 2023

From: Betty Wells, City Secretary

Staff Recommendation: Staff recommends the approval of Ordinance canvassing the returns and declaring the results of the February 25, 2023 special election.

Item Summary: This ordinance declares that the election was legally conducted and certifies the results, in Ward D. It finds that there was not a candidate receiving the majority of votes as required by law, and that the top two candidates receiving votes for Ward D, are Winston Rossow and Karla Clark, who shall participate in a runoff election to be held on April 1, 2023.

Background Information: After every election, votes are canvassed from the Municipal Election by the City Council prior to being declared final.

Special Considerations: The winner of the runoff election shall serve for the remaining term of Ward D, which became vacant with the resignation of Mr. Brimage on October 26, 2022. The term will end May of 2024.

Financial Impact: We have currently paid a deposit with Brazoria County as part of our interlocal agreement for the election.

Board or 3rd Party recommendation: NA

Supporting Documentation:

Ordinance

Brazoria County Elections Department Unofficial Results.

ORDINANCE NO. 2023-2691

AN ORDINANCE OF THE CITY OF FREEPORT, TEXAS, CANVASSING THE ELECTION RETURNS OF THE SPECIAL ELECTION HELD ON FEBRUARY 25, 2023, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR WARD D TO FILL THE UNEXPIRED TERM ENDING IN MAY 2024; DECLARING THE RESULTS OF THE SPECIAL ELECTION FOR WARD D; ORDERING A RUNOFF ELECTION TO BE HELD ON APRIL 1, 2023, FOR THE PURPOSE OF ELECTING A COUNCIL MEMBER FOR WARD D FOR AN UNEXPIRED TERM ENDING IN MAY 2024; DESIGNATING ELECTION DAY POLLING PLACES AND HOURS; DESIGNATING EARLY VOTING POLLING PLACES AND HOURS; PROVIDING FOR ELECTION OFFICERS; PROVIDING FOR METHOD OF VOTING; ORDERING NOTICES OF ELECTION TO BE GIVEN AS PRESCRIBED BY LAW; AUTHORIZING THE MAYOR AND CITY SECRETARY TO TAKE ALL ACTIONS NECESSARY TO COMPLY WITH APPLICABLE ELECTION LAWS; PROVIDING SAVINGS, REPEALING, AND SEVERABILITY CLAUSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Freeport, Texas (the "City") on November 22, 2022, ordered that a Special Election (the "Election") be held within the City on February 25, 2023, by Election Order, for the purpose of electing the Council Member for Ward D for an unexpired term ending in May 2024; and

WHEREAS, upon the consideration of the returns of the Special Election, it is hereby found and determined that the same was held in accordance with the authorized proceedings and was in all respects legally held after due notice had been given, and the returns duly and legally made, along with other instruments; and

WHEREAS, the official returns, including returns of early voting ballots cast, of the presiding judges of the Special Elections have been presented and delivered; and the City Council acting in capacity as the Canvassing Board, met on March 6, 2023, and duly canvassed such returns in accordance with the law; and

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

SECTION 1. INCORPORATION OF PREAMBLE. The findings set forth above are incorporated into the body of this Ordinance as if fully set forth herein, and are adopted by the City Council as part of its legislative findings.

SECTION 2. ELECTION PROPERLY ORDERED AND HELD. The City Council, having canvassed the returns of said Special Elections and all election procedures heretofore occurring, finds the election was duly and properly ordered; that due and proper notice of the election was given; that the election was in all respects regularly and lawfully held, and that said returns thereof have been duly and legally made as presented herein.

SECTION 3. CONFIRMATION OF VOTE TABULATION. The City Council officially finds and determines that only qualified resident voters of the City were allowed to vote at the Special Elections, and that the canvass of the votes cast in said Special Elections and returns thereof were made in accordance with the law. Further, the City Council officially finds that the returns of the Special Election, including the returns of the early voting ballots, duly and legally made, are as follows and has determined that the candidate for Council Member for Ward D has received the following votes:

Name of Candidate	Absentee Votes	Total Number of Early Votes	Total Number of Votes Received on Election Day	Total Number of Votes Received
Karla Clark	0	33	18	51
Winston Rossow	0	37	25	62
Ron Bachman	0	28	2	30

SECTION 4. CANVASS. The City Council, acting as the canvassing board of the Special Election for Ward D on the City Council, has verified that figures on the tally sheets above correspond to the figures on the returns and at the Special Election held on February 25, 2023.

SECTION 5. RUNOFF ELECTION ORDERED. No one person received a majority of the votes cast at the Special Election for the Council Member Ward D. In accordance with Section 2.023(a) of the Texas Election Code, the City Council hereby calls a Runoff Election to be held in the City on December 13, 2022, for Mayor between the following candidates:

Karla Clark
Winston Rossow

SECTION 6. ELECTION DAY VOTING FOR RUNOFF ELECTION. Election Day voting by personal appearance shall be at the Freeport Library, 410 Brazosport Blvd., Freeport, Texas 77541, on April 1, 2023, from 7:00 a.m. to 7:00 p.m.

SECTION 7. EARLY VOTING FOR RUNOFF ELECTION. Early voting shall be available at the Freeport Library, 410 Brazosport Blvd., Freeport, Texas 77541. Early voting shall begin on March 20, 2023, and end on March 28, 2023, such early voting to be conducted by the County Clerk of Brazoria County, Texas, between the hours of 8:00 a.m. and 5:00 p.m. at the following location, from Monday, March 20, 2023, through Friday March 24, 2023, and between the hours of 7:00 a.m. through 7:00 p.m. on Saturday, March 25, 2023. And between the hours of 7:00 AM and 7:00 PM on Monday March 27, 2023 and Tuesday March 28, 2023

SECTION 8. ELECTION OFFICERS. The election officers for the polling place shall be appointed and compensated pursuant to the Joint Election Agreement and Contract for Election Services with the Brazoria County Elections Administrator for the Runoff Election.

SECTION 9. NOTICE OF RUNOFF ELECTION. The City Secretary is hereby authorized and directed to publish and/or post, in the time and manner prescribed by law, all notices required to be so published and/or posted in connection with the conduct of the Runoff Election.

SECTION 10. GOVERNING LAW. The Runoff Election shall be held as set forth by the Charter and the Texas Election Code, and all resident registered voters in Ward D of the City shall be eligible to vote in the Runoff Election. The Mayor and the City Secretary of the City, in consultation with the City Attorney, are hereby authorized and directed to take any and all actions necessary to comply with the provisions of the Texas Election Code and any other state or federal law in carrying out and conducting the elections, whether or not expressly authorized herein.

SECTION 11. EFFECTIVE DATE. This ordinance shall be effective immediately upon its passage and approval.

READ, PASSED AND APPROVED this 6th day of March, 2023.

Brooks Bass, Mayor,
City of Freeport, Texas

ATTEST:

Betty Wells, City Secretary,
City of Freeport, Texas

APPROVED AS TO FORM ONLY:

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

Canvass Results Report

City of Freeport Special Election

Run Time

10:18 AM

Run Date

02/27/2023

Brazoria County

City of Freeport Special Election

2/25/2023

Page 1

Unofficial Results

Registered Voters

143 of 1232 = 11.61%

Precincts Reporting

2 of 2 = 100.00%

Councilmember, Ward D, Unexpired Term

Precinct	Karla Clark	Winston Rossow	Ron Bachman	Cast Votes	Undervotes	Overvotes	Absentee Voting Ballots Cast	Early Voting Ballots Cast	Election Day Voting Ballots Cast	Total Ballots Cast	Registered Voters	Turnout Percentage
7	24	53	10	87	0	0	0	48	39	87	1,083	8.03%
8	27	9	20	56	0	0	0	50	6	56	149	37.58%
Totals	51	62	30	143	0	0	0	98	45	143	1,232	11.61%

Canvass Results Report

City of Freeport Special Election

Run Time

10:18 AM

Run Date

02/27/2023

Brazoria County

City of Freeport Special Election

2/25/2023

Page 2

Unofficial Results

Registered Voters

143 of 1232 = 11.61%

Precincts Reporting

2 of 2 = 100.00%

*** End of report ***

Cumulative Results Report**Brazoria County****Unofficial Results**

City of Freeport Special Election

City of Freeport Special Election

Registered Voters

143 of 1232 = 11.61%

Precincts Reporting

2 of 2 = 100.00%

Run Time 8:07 PM

2/25/2023

Run Date 02/25/2023

Page 1

Councilmember, Ward D, Unexpired Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Karla Clark		0	0.00%	33	33.67%	18	40.00%	51	35.66%
Winston Rossow		0	0.00%	37	37.76%	25	55.56%	62	43.36%
Ron Bachman		0	0.00%	28	28.57%	2	4.44%	30	20.98%
Cast Votes:		0	0.00%	98	100.00%	45	100.00%	143	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***

Precinct Results Report

Brazoria County

Unofficial Results

City of Freeport Special Election

City of Freeport Special Election

Registered Voters
143 of 1232 = 11.61%

Precincts Reporting
2 of 2 = 100.00%

Run Time 10:18 AM
Run Date 02/27/2023

2/25/2023

Page 1

7

87 of 1,083 registered voters = 8.03%

Councilmember, Ward D, Unexpired Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Karla Clark		0	0.00%	10	20.83%	14	35.90%	24	27.59%
Winston Rossow		0	0.00%	29	60.42%	24	61.54%	53	60.92%
Ron Bachman		0	0.00%	9	18.75%	1	2.56%	10	11.49%
Cast Votes:		0	0.00%	48	100.00%	39	100.00%	87	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

Precinct Results Report

City of Freeport Special Election

Run Time 10:18 AM
Run Date 02/27/2023

Brazoria County

City of Freeport Special Election

2/25/2023

Page 2

Unofficial Results

Registered Voters
143 of 1232 = 11.61%

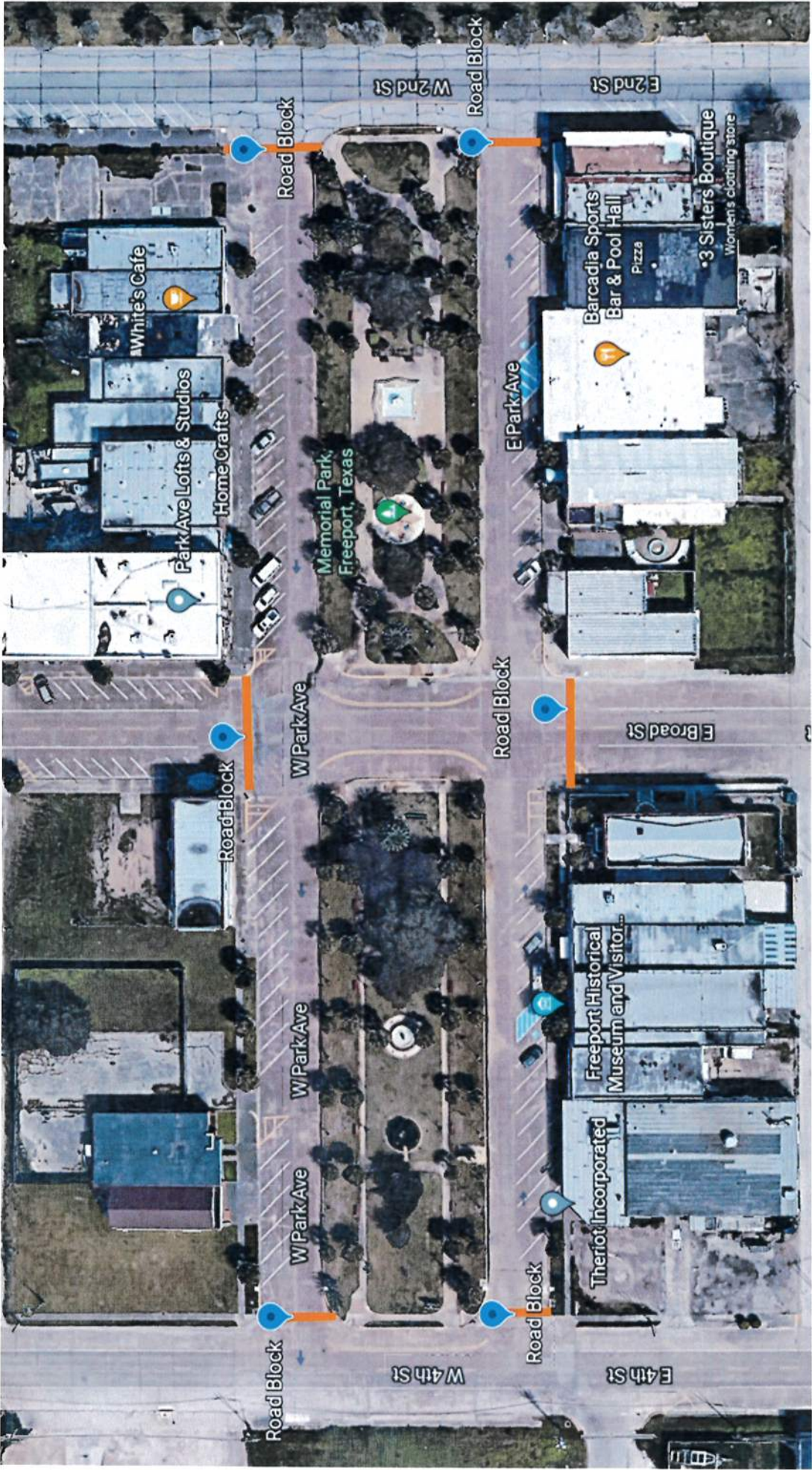
Precincts Reporting
2 of 2 = 100.00%

8 56 of 149 registered voters = 37.58%

Councilmember, Ward D, Unexpired Term

Choice	Party	Absentee Voting		Early Voting		Election Day Voting		Total	
Karla Clark		0	0.00%	23	46.00%	4	66.67%	27	48.21%
Winston Rossow		0	0.00%	8	16.00%	1	16.67%	9	16.07%
Ron Bachman		0	0.00%	19	38.00%	1	16.67%	20	35.71%
Cast Votes:		0	0.00%	50	100.00%	6	100.00%	56	100.00%
Undervotes:		0		0		0		0	
Overvotes:		0		0		0		0	

*** End of report ***



BARCADIA SPORTS BAR & POOL HALL
3RD ANNUAL



**HOT DOGS
BOUNCE HOUSES**

SATURDAY, APRIL 8, 2023
OVER 50,000 EGGS FILLED WITH CANDY & PRIZES
LARGEST EGG HUNT IN BRAZORIA COUNTY
DOWNTOWN FREEPORT • STARTS AT 1PM

Ana Silbas

From: Beach Bums Barcadia <beachbumsbarcadia@gmail.com>
Sent: Friday, January 20, 2023 11:55 AM
To: Ana Silbas
Subject: Easter egg hunt street closure request

I would like to get this event on city council agenda.

Easter Egg Hunt - Saturday April 8th, 2023
Time from 11am - 3pm
Block off all of east & west park st downtown
bounce houses/slides

FREE EASTER EGG HUNT FOR EVERYONE

This is a KIDS EVENT and FAMILY FRIENDLY. No alcohol will be allowed.

Barcadia owners/staff will ensure the entire downtown area is cleaned up properly

Barcadia will also employ private security for the event

We ask the city provides the barricades needed to block off the street as well as extra trash cans

Expected attendance 500 +

Thanks
James McDonald
979-480-4243



City Council Agenda Items # 7

Title: Second reading and consideration of resolution approving economic development agreement to be enacted by the Freeport Economic Development Corporation and Taco Bell.

Date: Monday, March 6, 2023

From: Robert Johnson, FEDC Executive Director

Staff Recommendation: Staff recommends City Council approve the Resolution for the requested EDC Economic Development project.

Item Summary: The EDC has identified an economic development project that it would like to fund. Because of the project's nature, it is required to have City Council approval following two readings. This is the first of the two required readings.

Background Information: The EDC negotiated a performance agreement with Taco Bell to be located at 1102 North Brazosport Boulevard, Freeport, TX. The performance agreement stipulates that, based on projected sales tax revenue generated from Taco Bell, which equals \$25,500 per year, the EDC shall reimburse up to \$20,000 annually provided that Taco Bell reaches \$20,000 in actual annual sales tax revenue. The first payment of \$20,000 shall be provided to Taco Bell on the execution date of the signed agreement to assist with demolition and construction costs associated with this project. This annual reimbursement shall be in affect for the remaining three years of the agreement. Taco Bell shall create seven full-time employees, eight part-time employees, four full-time shift managers, and two full-time managers. The minimum rate of pay negotiated for this agreement is \$9.25 per hour for Taco Bell Freeport's employees. These job and wage requirements must be maintained throughout the duration of the agreement.

Special Considerations: The EDC has done extensive vetting of this project since it was proposed in late 2021.

Financial Impact: The EDC will reimburse a total amount of up to \$80,000 to Taco Bell at the completion of the performance agreement. Funding for this project would come out of the \$1.059 million Special Project line included in the EDC fiscal year budget for projects. The total investment by Taco Bell is an estimated \$1.9 million.

Board or 3rd Party recommendation:

Following a public hearing on February 13, 2023, the FEDC voted to recommend approval of this performance agreement with Taco Bell.

Supporting Documentation: Resolution and proposed performance agreement.

RESOLUTION NO. 2023-2782

A RESOLUTION OF THE CITY OF FREEPORT, TEXAS, CONTAINING A PREAMBLE; APPROVING AN ECONOMIC DEVELOPMENT PROJECT BY MAS RESTAURANT GROUP LLC, TO BUILD AND OPERATE A TACO BELL RESTAURANT; 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:

"DEVELOPMENT AGREEMENT WITH MAS RESTAURANT GROUP LLC and associated entities TO BUILD AND OPERATE A TACO BELL RESTAURANT IN FREEPORT, TEXAS."

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

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

READ, PASSED AND ADOPTED this _____ day of _____, 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

ECONOMIC DEVELOPMENT AGREEMENT

STATE OF TEXAS §
 §
COUNTY OF BRAZORIA §

THIS AGREEMENT (the “Agreement”) by and between the Freeport Economic Development Corporation (the “EDC”), and MAS Restaurant Group Ohio Propco, LLC (proposed property owner) together with its associated entity MAS Restaurant Group LLC (proposed Tenant/restaurant operator) (collectively “Developer”), 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 Taco Bell store, owned and operated by Developer, (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 through direct payments made to the Developer upon the attainment of certain defined goals; and

WHEREAS, in consideration of the development of the Project, establishment of a Taco Bell store, creation and maintenance of specific job numbers at specific wage levels, and attainment of specific sales figures, the EDC desires to enter into this Development Agreement pursuant to the Texas Economic Development 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, passed a resolution, and entered into an agreement with the EDC 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, considered and approved this Agreement by majority vote, 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; 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 payment of funds and that Developer shall be responsible to return all funds received; 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 payments described in this agreement to the Developer under the terms and conditions of this agreement.

2.02 Representations of the Developer. The Developer hereby represents to the EDC 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 its 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 Taco Bell store at 1102 N. Brazosport Boulevard, Freeport, Brazoria County, Texas in accordance with the construction 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 agree to the layout and design of the project attached to this Agreement as **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. 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. Invest a minimum of One Million Nine Hundred Thousand and 00/100 (\$1,900,000.00) to develop, design, engineer, and construct the Project, Taco Bell at 1102 N. Brazosport Boulevard, Freeport, Brazoria County, Texas, and ensure continuous operation 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 Developer shall provide a pre-approval letter from a NMLS qualified lender, showing approval to lend One Million Nine Hundred Thousand and 00/100 (\$1,900,000.00) to complete the Project. Said pre-approval letter shall contain the lender's

NMLS number. In the alternative, EDC shall accept alternate proof of funds and the sufficiency of such proof of funds shall be determined in the sole discretion of the Freeport EDC. Failure to deliver this pre-approval letter or other acceptable proof of funds within 15 days of execution of this agreement will constitute a default of this agreement with all remedies of default for the Freeport EDC contained herein.

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 pay a maximum of economic development grant to MAS Restaurant Group Ohio Propco, LLC in the sum of Eighty Thousand and 00/100 Dollars (\$80,000) in the form of a sales tax rebate upon attainment of specific development goals of the Project as follows:

- A. **Year 1 (2023)** Incentive Payment at the start of the Project to assist with demolition costs. Payment of Twenty Thousand and 00/100 Dollars (\$20,000) upon receipt documents acceptable to the EDC showing the following:
 - 1. An executed and recorded deed, showing property ownership of 1102 N. Brazosport Boulevard, Freeport, Brazoria County, Texas in the name of Developer;
 - 2. At least one bid from a Brazosport Area business, for demolition of the existing structure and parking lot;

- B. **Year 2 (January 1, 2024)** Payment of Twenty-Thousand and 00/100 Dollars (\$20,000) upon submission of documented proof of the following:
 - 1. That all construction is complete, certificate of occupancy is issued, and a fully staffed grand opening must occur on or before January 1, 2024. Failure to meet these requirements on or before January 1, 2024 shall result in the

automatically termination of this Agreement, without notice to cure, and all funds paid by EDC to Developer, shall be repaid to the EDC within 30 days of demand.

2. Continuous compliance with the salary and staffing requirements contained in **Exhibit B**, attached and incorporated herein. Developer must timely file Employer's Quarterly Wage reports (Unemployment Insurance wages and UI taxes) to the Texas Workforce Commission, and simultaneously deliver copies of such reports with the EDC to verify its compliance with **Exhibit B**. Developer shall redact employee personal identifying information to comply with confidentiality concerns.

C. **Year 3 (January 1, 2025)** Payment of Twenty-Thousand and 00/100 Dollars (\$20,000) upon submission of documented proof of the following:

1. Continuous compliance with the salary and staffing requirements contained in **Exhibit B**, attached and incorporated herein. Developer must timely file Employer's Quarterly Wage reports (Unemployment Insurance wages and UI taxes) to the Texas Workforce Commission, and simultaneously deliver copies of such reports with the EDC to verify its compliance with **Exhibit B**. Developer shall redact employee personal identifying information to comply with confidentiality concerns.

D. **Year 4 (January 1, 2026)** Payment of Twenty-Thousand and 00/100 Dollars (\$20,000) upon submission of documented proof of the following:

1. Continuous compliance with the salary and staffing requirements contained in **Exhibit B**, attached and incorporated herein. Developer must timely file Employer's Quarterly Wage reports (Unemployment Insurance wages and UI taxes) to the Texas Workforce Commission, and simultaneously deliver copies of such reports with the EDC to verify its compliance with **Exhibit B**. Developer shall redact employee personal identifying information to comply with confidentiality concerns.

5.02 Staffing Requirements To be eligible to fulfill the staffing requirement, staff member shall be an actual employee of Developer and shall report to work at the Project location of 1102 N. Brazosport Boulevard, Freeport, Brazoria County, Texas. A full-time staff member means an individual who is an employee of Developer, and who works a minimum of 35 hours in a seven-day period.

5.03 Sales Tax Verification Developer must timely file all sales tax reports with the Texas State Comptroller and simultaneously deliver copies of such reports with the EDC to verify that the prior 12 month sales taxes paid exceeds the amount of the sales tax rebate payable under this agreement. Payment of the sales tax rebates set forth in this Agreement are a maximum amount and shall not exceed the amount of actual sales tax paid to the Texas Comptroller. In the event that the amount of actual sales tax paid to the Texas Comptroller during the prior 12 month

period is less than the scheduled yearly sales tax rebate under this Agreement, the EDC will make a partial payment equal to the actual amount of sales tax paid.

5.03 Payments and Responsibilities Payment of all funds by the EDC under this agreement shall be made payable to “MAS Restaurant Group Ohio Propco, LLC”, at 2415 West Alabama, Suite 205, Houston, Texas 77098. MAS Restaurant Group Ohio Propco, LLC acknowledges that it may have limited ability or authority to comply with the requirements of this agreement. Actual performance of the specific development goals set forth herein, may come under the control or authority of another associated entity or entities, whether or not said entity is identified in this agreement. Developer (the collective entities identified herein) are jointly and severally liable to perform the development goals herein, and further jointly and severally liable to refund payments back to the EDC upon default, along with all other damages, including but not limited to reasonable attorney fees. This joint and several liability shall extend to all assigns, transferees, agents, or successors in interest.

ARTICLE VI. MISCELLANEOUS PROVISIONS

6.01 Default; Remedies. The EDC shall not be responsible to pay any of the incentives, subsequent to the Developer 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 grants or sales tax rebate payments as described in this agreement), duties and obligations under this Agreement to any person or entity.

6.05 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.

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

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

6.08 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:

MRG Ohio Propco, LLC.
10600 Shadow Wood Dr.
Houston, Texas 77043

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.

6.09 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.

6.10 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.

6.11 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.

6.12 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.

6.13 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.

6.14 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.

6.15 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 the effective date set forth above after signature by both parties and continue as set forth herein.

Executed and Agreed on this _____ day of _____, 2023.

Freeport Economic Development Corporation

By: _____
Mingo Marquez, President
Freeport Economic Development Corporation

MAS Restaurant Group Ohio Propco, LLC

By: _____

MAS Restaurant Group LLC

By: _____



City Council Agenda Item # 8

Title: Bryan Beach Entry Road Improvement

Date: February 27, 2023

From: Lance Petty, Assistant City Manager/DPW

Staff Recommendation:

Staff recommends soliciting bids for improvements to Bryan Beach Entry Road Improvements

Item Summary:

If authorized, after solicitation for Bids for Improvements, staff will bring back a contract for City Council approval.

Background Information:

City Council voted to authorize staff to spend up to \$49,999 to extend and widen the asphalt according to the previously developed plan on the Bryan Beach entry road, and begin the work as soon as possible during the City Council meeting on 2/21/23. Following the meeting, staff met on site with the asphalt contractor on 2/22/23 that has given us the best bids to date on asphalt work. The scope of the project was discussed and he provided an estimate for the work that far exceeded the allowed **\$49,999.00**. The improvements would include:

- 18,040 SF of improvement
- Grade and proof roll existing road
- Grade existing sand for positive drainage for additional width of existing road
- Stabilize existing sand area using TrueBlend mixing 8" in depth for additional width of existing road
- Install 6" Stabilized Crushed Concrete; grade and compact
- Tack Coat with SSI
- Installation of 2" Type C HMA

This improvement will tie in to the existing asphalt improvement from the County Interlocal roads FY22 and extend 503 feet to the Dunes. The improvement will consist of an asphalt road 20' wide for 500 feet, with 203 feet widened by 40 feet for parking near the dunes. The estimated costs for improvement is just under **\$100,000**

Staff contacted the General Land Office to verify requirements of the City of Freeport for Beach Entry Access. On Friday 2/24/23 Ms. Natalie Bell, Manager of Beach Access and Dune Protection with GLO returned my call to discuss this project.

Ms. Bell informed me that the City is required to submit:

- Engineered Plans
- Beach Construction Certification
- Dune Protection Permit

Ms. Bell noted that these are requirements with any construction within 200 feet of the Dune line and if approved, sand cannot be removed within that 200 feet for construction. Ms. Bell noted that Asphalt Paving within the 200 feet of the Dune line is not a surface that is typically approved due to safety concerns for vehicular traffic due to the material failure.

Special Considerations:

If, directed by Council, Staff will work with the City Engineer Freese and Nichols to develop specifications for bid proposals, submit to GLO the requirements for Project, and advertise for competitive sealed bids for the Improvements. It is anticipated that the contract would be brought to council for consideration by the second meeting in April.

Financial Impact:

Additional funds are available in the Street and Drainage fund which may be amended to include this project

Board or 3rd Party recommendation: None

Supporting Documentation:

Quote B3 Resources



B3 Resources, LLC

Proposal #22223A

*****Revised*****

February 22, 2023

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

Attn: Lance Petty
Email: lpetty@freeport.tx.us

RE: Bryan Beach Rd, Freeport, TX

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

Existing Road - Base and Asphalt Installation to approx.: 10,040 SF (not to exceed)

- 1) Grade and proof roll existing road.
- 2) Install 6" Stabilized Crushed Concrete; grade and compact.
- 3) Tack Coat with SS1.
- 4) Install 2" Type C HMA.

Stabilization, Base, and Asphalt Installation

- 5) Grade existing sand for positive drainage. To approx.: 8,000 SF (not to exceed)
- 6) Stabilize existing sand area using TruBlend mixing 8" @ 6%.
- 7) Install 6" Stabilized Crushed Concrete; grade and compact.
- 8) Tack Coat with SS1.
- 9) Install 2" Type C HMA.

Bid Total: \$95,480.00

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.



City Council Agenda Item # 9

Title: Consider a Resolution Amending the City of Freeport Policy Handbook Chapter 9 – Employee Wage and Benefits revising Section 9.07 – Overtime/Compensatory Time.

Date: March 6, 2021

From: Donna Fisher, Human Resources Director

Staff Recommendation:

Staff recommends approval of the Resolution.

Item Summary:

The City has revised the Overtime/Compensatory Time section 9.07 of the Personnel Policy Manual to enable law enforcement personnel to be paid overtime after 80 hours worked during a 14-day work period.

Background Information:

The current policy defines that overtime is paid to law enforcement personnel after 86 hours worked during a 14-day work period. That policy in compliance with Section 7(k) of the FLSA but does not reflect current work schedules or the current practice of neighboring law enforcement agencies. Section 7(k) states that we must pay overtime after 86 hours worked in a 14-day work period, but does not prohibit us from paying overtime after 80 hours worked in a 14-day work period.

Financial Impact:

The additional overtime payments incurred by lowering the 14-day threshold to 80 hours should be offset by salary savings due to staffing levels in the Police Department resulting in a net-neutral effect on the budget.

Supporting Documentation:

Resolution with Exhibit "A"

RESOLUTION 2023-2783

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, REVISING SECTION 9.07 OVERTIME/COMPENSATORY TIME AND APPROVING THIS REVISION TO THE PERSONNEL POLICY HANDBOOK.

WHEREAS, the City of Freeport values all employees working to provide services to the citizens; and

WHEREAS, the City of Freeport seeks to revise the Overtime/Compensatory Time policy for the benefit of our employees; and

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FREEPORT, BRAZORIA COUNTY, TEXAS;

SECTION 1. OVERTIME/COMPENSATORY TIME POLICY. The City Council of the City of Freeport hereby approves and adopts the revision to the Overtime/Compensatory Time Policy attached hereto as Exhibit "A" and approves its addition to the Personnel Policy Handbook.

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:

APPROVED AS TO FORM:

Betty Wells, City Secretary
City of Freeport

David Olson, City Attorney
City of Freeport

9.07 Overtime/Compensatory Time -REVISED 08/03/2020 and UPDATED 9/08/2020

Employees fall into two categories, exempt and non-exempt as defined by the Fair Labor Standards Act.

As a condition of employment, employees may be requested and required to work beyond their scheduled hours without advance notice at any time. Refusal to work beyond their regular schedule when requested is prohibited. If an employee's personal affairs require that they be relieved of the potential for unscheduled work on any given day, the employee must request relief from unscheduled work as soon as possible.

It is the policy of the City of Freeport to pay for time worked. All overtime will be paid monetarily or compensatory time off as defined by FLSA. Compensatory time is only allowed at the discretion of the City Manager. All overtime must be approved by Supervision before it is worked. In accordance with FLSA, overtime may be calculated as a weighted overtime rate which includes education pay, longevity pay, and certification pay.

If an employee uses vacation time, sick leave, or bereavement leave during a work week or work period, overtime will not be paid where applicable until the vacation/sick/bereavement leave during that work week or work period is made up at the regular rate. Vacation, sick, and bereavement time are not considered "time worked" for the purposes of overtime calculations.

Fire/EMS and Police Overtime and Work Period Definitions:

The City of Freeport complies with Section 7(k) of the FLSA, which provides that employees engaged in fire protection or law enforcement may be paid overtime on a "work period" basis. A "work period" may be from 7 consecutive days to 28 consecutive days in length. For work periods of at least 7 but less than 28 days, overtime pay is required when the number of hours worked exceeds the number of hours that bears the same relationship to 212 (fire) or 171 (police) as the number of days in the work period bears to 28. Under this plan at the City of Freeport, fire protection personnel are paid overtime after 106 hours worked during a 14-day work period, and law enforcement personnel are paid overtime after 80 hours worked during a 14-day work period.