



**AGENDA
REGULAR MEETING
FREEPORT CITY COUNCIL
MONDAY, JUNE 5, 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 MONDAY, THE 5TH 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 April 2023. **(Kelty)**.

CONSENT AGENDA:

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 Any item requiring additional discussion may be withdrawn from the Consent Agenda by the Mayor, Councilmember or City Manager, and acted upon separately.

2. Consideration and possible action on the approval of City Council Meeting Minutes, from May 15, 2023. **(Wells)**
3. Consideration and possible action for the approval of road closures the Fort Velasco Day Event. **(Petty)**
4. Consideration and possible action approving changing the second regular meeting in June being Monday June 19, 2023 to Tuesday June 20, 2023. **(Wells)**
5. Consideration and possible action approving St. Mary Star of the Sea would like to celebrate the Solemnity of the Body and Blood of Christ on Sunday, June 11th, with a procession down Velasco. **(Howell)**
6. Consideration of approving various items and equipment for surplus and approve the sale of such items by auction. **(Cramer)**
7. Consideration and possible action of approving Resolution No. 2023-2794, renewing agreement for the GLO Beach Maintenance Reimbursement Program. **(Ezell)**
8. Consideration and possible action approving Ordinance No. 2023-2699, lifting emergency declaration of the Public Health Emergency for COVID-19. **(Kelty)**

COUNCIL BUSINESS – REGULAR SESSION:

9. Consideration and possible action of appointing Council Liaison for City of Freeport Boards and Commissions. **(Kelty)**
10. Consideration and possible action awarding the bid for City Hall asbestos remediation agreement. **(Kelty)**
11. Consideration and possible action approving City Hall Renovation contract. **(Kelty)**
12. 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. **(Roman)**

13. 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. **(Roman)**
14. Consideration and possible action approving Ordinance No. 2023-2698, amending the Short-Term Rental Ordinance. **(Roman/Kelty)**
15. First reading and consideration of resolution approving an economic development agreement to be enacted by the Freeport Economic Development Corporation and Overland Group. **(Johnson)**
16. Consideration and possible action on Resolutions appointing/reappointing members to various Boards and Commissions. **(Kelty)**
 - a. Resolution No. 2023-2796, Boards of Adjustments Appointments.
 - b. Resolution No. 2023-2797, Historic Mainstreet Advisory Board.
 - c. Resolution No. 2023-2798, Charter Review Committee
 - d. Resolution No. 2023-2799, Senior Citizen.
 - e. Resolution No. 2023-2800, Planning and Zoning Commission.
 - f. Resolution No. 2023-2801, Freeport Economic Development Board.

WORK SESSION:

17. **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:

18. Executive Session regarding; (Consultation with Attorney) Pending or potential Litigation

- a. Marinell Music vs. City of Freeport
- b. City of Freeport vs. Motel 6
- c. Veolia

(Deliberations about Real Property) Maddox Properties LLC sales contract and development agreement in accordance with Texas Government Code Annotated, Chapter 551, Sections 551.071 and 551.072.

COUNCIL BUSINESS – REGULAR SESSION:

19. Take any action resulting from Executive Session.

ADJOURNMENT:

20. 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 Monday, May 15, 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
- David Olson, Interim City Attorney
- Clarisa Molina, Assistant City Secretary/Administrative Assistant
- Cathy Ezell, Finance Director
- Toby Cohen, IT Manager
- Donna Fisher, Human Resource Director
- Kacey Roman, Building Official
- Mike Praslicka, Deputy Fire Chief
- Jennifer Howell, Police Chief
- Yvette Ruiz, Planning and Zoning Coordinator

Visitors:

| | |
|---------------------------------|-------------------------|
| David McGinty | George Matamoros |
| Elva Matamoros | Noemi Matamoros |
| Eli Green | Pamela Dancy |
| Jessica Green | Karla Clark |
| Alonzo Martinez | Kenneth Hayes |
| Nicole Mireles | Raul Ramirez |
| Con and Diane McCleester | Keith Stumbaugh |
| Mark and Carol Parker | Manning Rollerson |
| Jared Barber (Freese & Nichols) | Sam Reyna |
| Ron Bachman | Kent Holle (Facts News) |
| Desiree and Tommy Pearson | Roy Yates |

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.

Consideration and possible action approving Ordinance 2023-2694, Canvassing the returns and declaring the results of the May 6, 2023 Election for City Council Ward A and C and Special Election for Proposition for Park Land Transfer and Development, signing the required affidavit, and administering the oath for the successful candidates.

A motion was made by Councilman Cain, seconded by Councilman Rossow to approve Ordinance 2023-2694, Canvassing the returns and declaring the results of the May 6, 2023 Election for City Council Ward A and C and Special Election for Proposition for Park Land Transfer and Development, with all present voting "Aye" 4-0 motion passed.

City Secretary, Betty Wells administered to Oath of Office to George Matamoros Ward C, and Jeff Pena Ward A, both Councilmen Matamoros and Pena took his seat.

CITIZENS' COMMENTS:

Pam Dancy spoke of the sound system not working properly at the last EDC Meeting.

Mark Parker 76 Dolphin, thanked Councilman Rossow Ward D, Building Official Kacey Roman, Police Chief Jennifer Howell, and City Manager Tim Kelty for their help with the issue of a STR in Bridge Harbor.

Karla Clark 411 Sailfish, expressed concerns regarding STR in Bridge Harbor.

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, and City Secretary Betty Wells presented the Employee of the Month for the month of April 2023 to Assistant City Secretary/Administrative Assistant, Clarisa Molina.

CONSENT AGENDA:

Consideration and possible action on the approval of City Council Meeting Minutes, from May 1, 2023.

Consideration and possible action approving Resolution No. 2023-2792, amendment to the City Personnel Policy Handbook for the Meal and Break Time.

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

COUNCIL REGULAR AGENDA

Consideration and possible action awarding the contract for the Sanitary Sewer Rehabilitation for the CDBG-Mitigation 2016 HUD Contract #22-082-013-D213 to Texas Pride in the amount of \$4,721,372.

Finance Director Cathy Ezell presented to Council the contract for the Sanitary Sewer Rehabilitation for the CDBG-Mitigation 2016 HUD Contract #22-082-013-D213 to Texas Pride in the amount of \$4,721,372.50, of which \$4,662,056.24 is being funded by the Grant and \$59,316.26 was being funded by the City's match. She said this is being brought to council to award the contract for construction, to Texas Pride Utilities LLC.

A motion was made by Councilman Cain seconded by Councilman Matamoros to award the contract for Sanitary Sewer Rehabilitation for the CBDG Mitigation 2016 HUD Contract #22-082-D213 to Texas Pride Utilities LLC in the amount of \$4,721,372.50 with funding for construction for the amendments being contingent on GLO Approval of the amendments, with discussion that followed.

Councilman Pena said his concerns are not having time to review the contract, and he questioned why Freese and Nichols are the only company tabulating the bids.

Mayor Bass called the motion to a vote, with a 4-1 vote motion passed. Councilman Pena voted “Nay”.

Consideration and possible action approving Administrative Service Agreement between the City of Freeport and Freeport Economic Development.

Karla Clark 411 Sailfish, spoke of the services the EDC will receive from the City. She also asked about the third-party contractor, is this who the EDC wants to use.

City Manager Tim Kelty presented to council the Administrative Service Agreement between the City of Freeport and Freeport Economic Development. He said this did go before the EDC Board and they did vote unanimously to recommend this version. He said this provides a list of services offered by the City of Freeport. Mr. Kelty said the EDC does have the right to contract out for any services the EDC wants to. He said the EDC may use the City Services. This Administrative Service Agreement was suggested by legal.

Pam Dancy said the EDC has been discussing moving out of City Hall. She asked if the phone calls are recorded. Mr. Kelty said City Hall phone calls are recorded, with the exception of the EDC.

Nicole Mireles 2002 North Q, supports this agreement.

Manning Rollerson opposes this agreement.

A motion was made by Councilman Cain, seconded by Councilman Rossow with a 4-1 vote, Council approved the Administrative Service Agreement between the City of Freeport and Freeport Economic Development. Councilman Pena voted “Nay”.

Consideration and possible action on approval of letter of intent with Maddox Properties, LLC for residential development near Skinner St.

Karla Clark spoke of her concern with the 19 acres for \$150,000. She said the city needs homes, but we do not need to pay for it all.

City Manager Tim Kelty presented to council for the approval of letter of intent with Maddox Properties, LLC for residential development near Skinner St. He said the developer would like to proceed with the purchase and development of city-owned property located in the vicinity of Skinner Street and Ave. L. Mr. Kelty said the developer has been active in discussion with the EDC and the City for the last two years. If approved by Council, City attorney would be directed to prepare a purchase agreement based upon the certified appraised value of \$150,000 and the terms outlined in the letter of intent for consideration at the next meeting.

Mr. Maddox explained the process of the lots not owned by the City. He explained the PID and TIRZ agreements. There was discussion of what is being presented tonight, being just the Letter of Intent, only.

There was a lengthy discussion by Councilman Pena on transparency. He spoke of the financial review of the developer. He spoke of the value of the land being \$2 million. Mayor Bass said this is just a Letter of Intent to purchase and development, it explains the financials, and says this is nonbinding. Councilman Cain asked if the \$2 million appraisal mention by Councilman Pena was something he actually saw?

Sam Reyna supports this.

Councilman Matamoros said this is in his Ward, and he wants to see progress in this Ward and in the City.

Manning Rollerson supports this.

A motion was made by Councilman Cain, seconded by Councilman Matamoros to approve Letter of Intent with Maddox Properties, LLC for residential development near Skinner St, as well as the accompanying term sheet and authorizing the City Attorney to prepare a purchase and sales contract to come back to City Council for final approval as well drafting the development agreement. With a 4-1 vote motion passed. Councilman Pena voted "Nay".

Consideration and possible action approving Resolution No. 2023-2793, a resolution supporting the city of Freeport's application to TXDOT for their 2023 Transportation Alternatives Set-Aside call for projects.

City Manager Tim Kelty presented to council Resolution No. 2023-2793, a resolution supporting the City of Freeport's application to TXDOT for their 2023 Transportation Alternatives Set-Aside call for projects. He said this is for mass transit opportunities. He said this is a federal grant funding administered by TXDOT. He said this project includes sidewalks, wider shared-use paths around the high school, signalized and marked cross walks as well as shelters for the bus stops, and better lighting along Brazosport Blvd. Mr. Kelty said this is a 100% grant funding, for this project.

Pam Dancy supports this Resolution.

A motion was made by Councilman Pena, seconded by Councilman Matamoros with all present voting "Aye" 5-0, Council unanimously approved Resolution No. 2023-2793, a resolution supporting the city of Freeport's application to TXDOT for their 2023 Transportation Alternatives Set-Aside call for projects. He said this is for mass transit opportunities.

Consideration and possible action approving Ordinance No. 2023-2695, establishing limits for campaign signs for City owned property.

City Manager presented to Council Ordinance No. 2023-2695, establishing limits for campaign signs for City owned property.

There was a lengthy discussion by Councilman Pena on Ordinance No. 2023-2695. He said this will hurt future candidates who will be trying to get their name out. He also asked questions about the graphics and the measurements. He said this Ordinance was made because he sued the city.

Councilman Cain said he supports this Ordinance, he said there has been too much time discussing where signs are allowed, and how long they can be placed.

A motion was made by Councilman Cain, seconded by Councilman Rossow to approve Ordinance No. 2023-2695, establishing limits for campaign signs for City owned property. With all present voting "Aye" 5-0 Council unanimously approved Ordinance 2023-2695.

Consideration and possible action authorizing reimbursement to BISD for demolition cost for OA Fleming.

City Manager Tim Kelty presented to council the reimbursement to BISD for demolition cost for OA Fleming. He said staff recommends this reimbursement, with the condition that the reimbursement will not occur until after the city takes full possession of the property. He said the cost is \$240,000, which is less than we originally thought.

Manning Rollerson said he supports this, but there was no abatement on the other buildings.

Councilman Pena asked if this is a talking point with the Port? Mayor Bass said he does not recall seeing this as part of the discussion.

A motion was made by Councilman Pena, seconded by Councilman Cain to approve reimbursement to BISD for demolition cost for OA Fleming, with all present voting "Aye" 5-0, Council unanimously approved the reimbursement to BISD for demolition cost for OA Fleming.

WORK SESSION:

Councilman Pena wished all the mom's Happy Mother' Day. He said there were alley's that needed repairs, he thanked Mr. Petty for getting the repairs done. Councilman Pena said on 10th, 11th, and 12th Streets he has some videos of integrity problems with the installation. He asked if City Hall calls are being recorded, Mr. Kelty said all but the EDC. He asked if the PD parking lot camera have been repaired. Councilman Pena congratulated Councilman Matamoros.

Councilman Cain congratulated all candidates that ran in the election, he said this is encouraging to see citizens wanting to participate. Councilman Cain said with the rain this past weekend he learned we had sewer infrastructure not working. He said this is concerning, but what is more concerning is Veolia was aware of this prior to the rain event, and did not bring it to the attention of the City. Councilman Cain said we have a big problem. He said luckily, we had a temporary pump installed.

Councilman Matamoros read a passage from Isaiah 58:9-12. He said this is what he wants to do for the City of Freeport, he said he wants to work with every Councilman, he wants to see progress. Councilman Matamoros said he would like to do a ride-along with Mr. Kelty and Mr. Petty in Ward C, he said he would also like to do this with the Police Chief, for speeders and people running stop signs.

Councilman Rossow said Ward D is in pretty good shape, but he is receiving calls from other Wards. He said the Cinco de Mayo event was awesome. He said he invites comments, text, and phone calls. He said he prays about everything and worries about none. He said he is his own man, he said no one is perfect. Councilman Rossow said he is not use to negative people, and he does not hang around negative people. He said there is a way to talk to people, and that is with respect.

Mayor Bass said this is his last year, and he wants to make it a great one. One of the things he wants is the Landlord Inspection Agreement, he said he is going to make sure it is appropriate, with protecting the landlord, as well as the tenant. He said this is one of his primary initiatives along with finishing the Wastewater sewer plant. He said he would like to see something within the next three months, with the input of the Landlords.

City Manager Tim Kelty said Ana Silbas with the Main Street Program did an amazing job in organizing the Cinco De Mayo event. He announced the Shark Exhibit is coming up in the month of June.

Update on reports / concerns from Department heads.

CLOSED SESSION:

Open Session was recessed and Executive session was opened at 7:56 P.M.

Executive Session was recessed at 9:07 P.M. P.M.

OPEN SESSION:

A motion was made by Councilman Cain to accept the third amended Mediator Settlement Proposal of \$8.9 million, seconded by Councilman Rossow with a 3-2 vote motion passed. Mayor Bass and Councilman Pena voted "Nay".

A motion was made by Councilman Cain to accept the Interlocal Agreement between the City of Freeport, and Port Freeport, seconded by Mayor Bass with a 4-1 vote, motion passed. Councilman Pena voted "Nay".

Adjourn

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

Brooks Bass, Mayor

Betty Wells, City Secretary



City Council Agenda Item # 3

Title: Fort Velasco Day - Road Closures & Artillery Demonstrations

Date: June 5, 2023

From: Wade Dillon, Museum Manager

Staff Recommendation:

Staff recommends approval of the requested road closures in reference to the Fort Velasco Day event scheduled for Saturday, June 24, 2023.

Item Summary:

The Freeport Historical Museum is hosting Fort Velasco Day, a living history event in Memorial Park and the museum on Saturday, June 24, 2023 from 10:00am – 4:00pm. We anticipate approximately 50 participants from all over the state of Texas and could draw well over 500 spectators throughout the day.

Living history participants will begin to arrive on Friday, June 23rd, as some will set up 1830s period camp in the park overnight. Living historians will conduct period demonstrations including drill, black powder rifle firing, artillery, and textiles.

Road closures are requested to ensure guest safety from vehicular traffic and firearm demonstrations (powder only – not live rounds) as we anticipate large crowds. We request permission to close W and E Park on the south side of Broad and north side of 4th ST. Cannon fire demonstrations will require us to briefly close 4th ST between W and E Park, but will have staff on site to remove road blocks in case of an emergency with Fire/EMS services.

Background Information:

The Battle of Fort Velasco occurred on June 25th and June 26th, 1832. The living history event commemorates the 190th anniversary of the battle between Mexican and Texan forces in response to the law of 1830.

Special Considerations

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

Financial Impact:

N/A

Board or 3rd Party recommendation:

N/A

Supporting Documentation:

Map – Requested Road Closures

Fort Velasco flyer

FREEPORT HISTORICAL
MUSEUM
& VISITOR CENTER

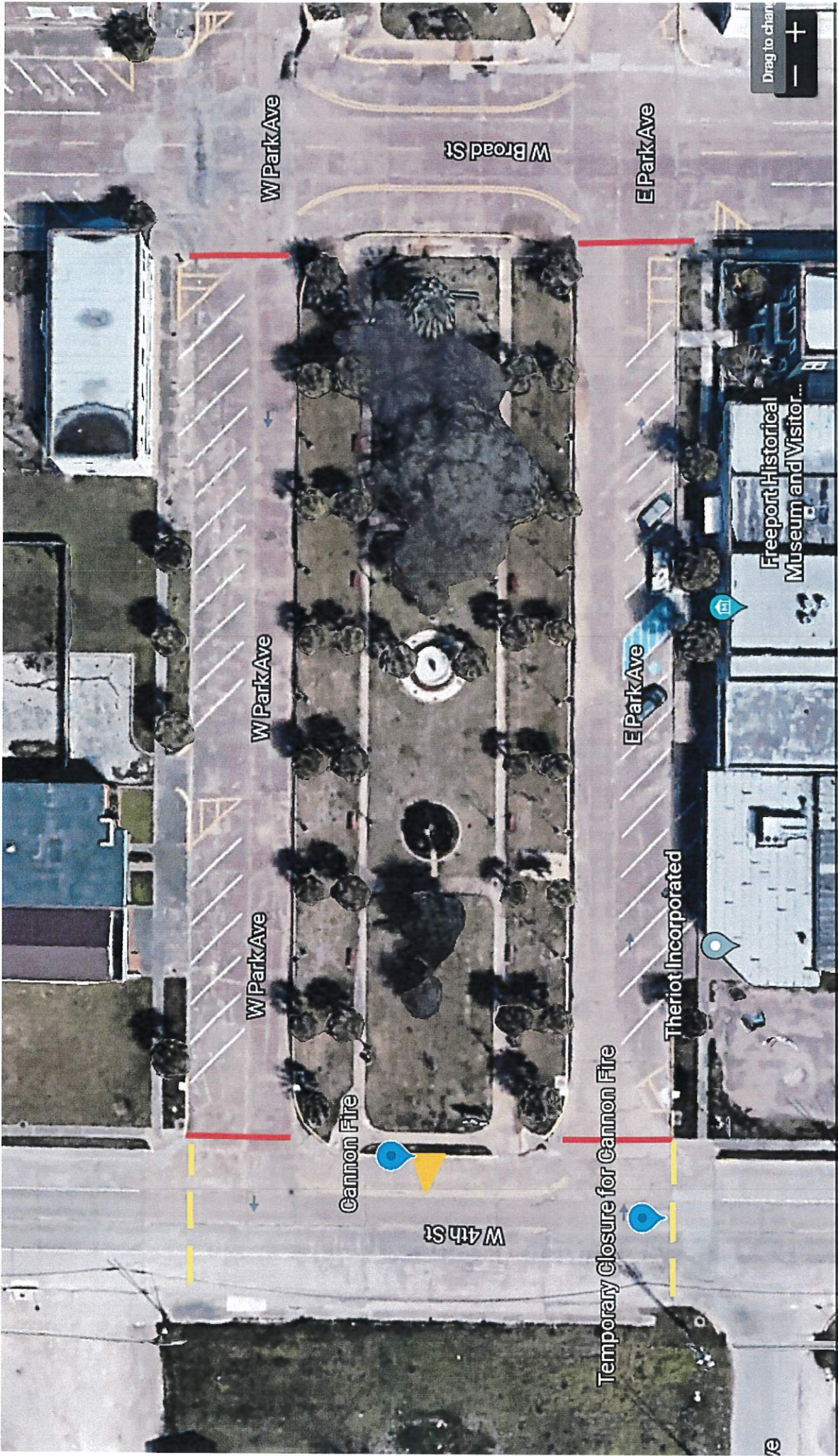
Fort Velasco DAY

3rd Annual Living History Event

Saturday, June 24th, 2023

10am-4pm





W Park Ave

W Broad St

E Park Ave

W Park Ave

E Park Ave

W Park Ave

Cannon Fire

W 4th St

Theriot Incorporated

Freepoint Historical
Museum and Visitor...

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City Council Agenda Items # 4

Title: Consideration and Possible Action to change the second regular meeting in June from Monday, June 19th to Tuesday, June 20th.

Date: June 5, 2023

From: Betty Wells, City Secretary

Staff Recommendation: Staff recommends this date change.

Item Summary: Staff recommends rescheduling the second regular City Council Meeting in June, from Monday June 19, 2023 to Tuesday June 20, 2023, due to the Juneteenth Day Holiday, and City Offices will be closed.

Background Information: None

Special Considerations: None

Financial Impact: None

Board or 3rd Party recommendation: None

Supporting Documentation: None



City Council Agenda Item # 5

Title: Consideration and possible action for road closure for St. Mary Star of the Sea celebration.

Date: 6/5/2023

From: Jennifer Howell, Chief of Police

Staff Recommendation: Staff recommends City Council approve temporary street closures for St. Mary Star of the Sea celebration.

Item Summary: St. Mary Star of the Sea would like to celebrate the Solemnity of the Body and Blood of Christ on Sunday, June 11th, with a procession down Velasco.

Background Information: Each year St Mary's request a street closure permit for the procession to celebrate the Solemnity of the Body and Blood of Christ. This year the procession will be on Sunday, June 11, 2023 between the hours of 9:30am-10:45am. They have submitted a letter for approval, but after Sgt. Cardozo spoke with the Pastor, they decided to change the procession route from Velasco and 7th, down to 2nd, down Beach St and back to St Mary's on 7th St.

Special Considerations: None

Financial Impact: Additional officers to assist with street closures and still maintain service level for the citizens.

Board or 3rd Party recommendation: None

Supporting Documentation: Letter from Pastor Okoye requesting closure and a map.



St. Mary Star of the Sea
Together on the Holy Journey!

1019 W 6th St
Freeport, TX 77541,
<http://stmarystarofthesea.org/>
pastor@stmarystarofthesea.org

May 17, 2023

Freeport Police Department
430 N. Brazosport Blvd.
Freeport TX 77541

Dear Sir/Madam,

This is to request street closure for a procession:

On Sunday June 11, 2023, St Mary Star of the Sea Catholic Church would like to celebrate the Solemnity of the Body and Blood of Christ (Corpus Christi). We are requesting street closure permit of Velasco, 2nd St, East Park St, and 7th street back to St Mary Star of the Sea Church, between the hours of 9:30a.m. to 10:45a.m.

The Church has a rich tradition of holding eucharistic processions on the Solemnity of the Most Holy Body and Blood of Christ. The procession is one method for venerating the Blessed Sacrament. It is also an act of public witness – a wonderful opportunity for evangelization with those who may not yet know Jesus or understand our faith.

Your help in this event is sincerely appreciated. Please, feel free to call me if you have any questions at my work phone 9792335271.

Sincerely yours in Christ,

Reverend Sebastine Okoye
Pastor





City Council Agenda Item # 6

Title: Consideration and possible action by City Council approving items for surplus and authorize the sale with an online auction using Public Surplus

Date: June 5, 2023

From: Laura Cramer, Special Projects Coordinator

Staff Recommendation: Staff recommends City council approve the items designated as surplus and authorize staff to dispose of them through an online auction using Public Surplus.

Item Summary

Staff continues to identify items for surplus for housekeeping at city facilities.

Background Information:

The City of Freeport has worked with this online auction company previously and the auction was successful.

Special Considerations:

None.

Board or 3rd Party recommendation:







None.




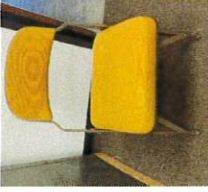
Financial Impact:







Public Surplus will collect sales tax of items sold at 8.25%. The City will allow bidders 5-business days to pick up items. If items are not picked up within this allotted time, the City will charge \$10 a day for 15 additional days as storage fees before items are considered abandoned by the bidder.

Supporting Documentation:

Items to be declared surplus.







| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|----------------|---|------------|---------------|------------|--------------|-------|-----------------------|------------------------|-------|--------------------|-----------|---|
| ADMINISTRATION | COFFEE TABLE | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | 4-DRAWER FILING CABINETS - LEGAL SIZE | APPROX 5 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | WOOD CHAIR WITH UPHOLSTERED SEAT | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | BLACK UPHOLTERED SWIVEL CHAIR | 2 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | RED UPHOLTERED SWIVEL CHAIR | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | GREEN UPHOLTERED SWIVEL CHAIR WITH ARMS | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |







| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|----------------|--|------------|---------------|------------|--------------|-------|-----------------------|------------------------|-------|--------------------|-----------|---|
| ADMINISTRATION | COMPUTER TYPING DESK 3.5' X 2' | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | GRAY UPHOLTERED SWIVEL CHAIR | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | 4-DRAWER FILING CABINETS - LETTER SIZE | 10 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | GOLD UPHOLTERED FOLDING CHAIR | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | STEEL SHEET FILE MOBILE RACK - 12 PIVOT HANGING CLAMPS | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | TREADMILL | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | UNKNOWN | N/A | N/A | N/A |  |







| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|----------------|--|------------|---------------|------------|--------------|-------|-----------------------------|------------------------|-------|--------------------|-----------|---|
| ADMINISTRATION | LARGE BROWN PATTERNED AREA RUG | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | BROWN UPHOLSTERED COUCH WITH 3 LOVESEAT WITH 2 THROW PILLOWS 7' X 3' | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | BROWN UPHOLSTERED LOVESEAT WITH 2 THROW PILLOWS 5.5' X 3' | 1 | N/A | N/A | N/A | N/A | CITY HALL - 2ND FLOOR | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | BROTHER IMAGE CENTER ADS-2000 DOCUMENT SCANNER | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | BROTHER MFC-9460CDN MULTI FUNCTION COPIER | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | CANON IMAGECLASS MF216B PRINTER/SCANNER | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |




| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|----------------|--|------------|---------------|------------|--------------|-------|-----------------------------|------------------------|-------|--------------------|-----------|---|
| ADMINISTRATION | CANON MAXIFY PRINTER | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | STEELMASTER CASH DRAWER WITH LOCK AND KEY | 3 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | N/A | N/A | N/A | N/A |  |
| ADMINISTRATION | EPSON M620A RECEIPT PRINTER 6X | 6 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | GRACE TAPE/USB II DIGITAL CONVERTER | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | HP COLOR LASER JET PRO MFP M177W PRINTER | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | LOGITECH Z130 SPEAKERS (IN BOX NOT SEALED) | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |

| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|----------------|--|------------|---------------|------------|--------------|-------|-----------------------------|------------------------|-------|--------------------|-----------|---|
| ADMINISTRATION | MARTIN YALE PAPER FOLDER | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | NETGEAR FS105 5 PORT SWITCH (NEW IN BOX) | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | TOSHIBA DF5022-SD BUSINESS TELEPHONE | 35+ | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| ADMINISTRATION | QUASAR VM-20 VHS RECORDER | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR VAULT | UNKNOWN | N/A | N/A | N/A |  |
| BUILDING CODE | 4- DRAWER Fire Proof filing cabinet | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| BUILDING CODE | Desk (missing center tray) | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |

| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|---------------|----------------------------|------------|---------------|------------|--------------|-------|-----------------------|------------------------|-------|--------------------|-----------|---|
| BUILDING CODE | Small table 48" tall | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| BUILDING CODE | Desk | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| BUILDING CODE | Desk with slide out tray | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| BUILDING CODE | Desk (missing center tray) | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| BUILDING CODE | HP printer | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | UNKNOWN | N/A | N/A | N/A |  |
| BUILDING CODE | Credenza top | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |

| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|-------------------------|--|------------|---------------|------------|--------------|-------|-----------------------|------------------------|-------|--------------------|-----------|---|
| FINANCE/WATER | 7-Drawer Filing Cabinet | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| FINANCE/WATER | 3-Drawer Filing Cabinet - LETTER SIZED | 8 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| FINANCE/WATER BLDG/CODE | 2-Drawer Filing Cabinet - LETTER SIZED | 7 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| FINANCE/WATER | Metal shelf unit | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| FINANCE/WATER | 2 SEAT SOFA | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| FINANCE/WATER | CHAIR | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |

| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|---------------|--|------------|---------------|------------|--------------|-------|-----------------------|------------------------|-------|--------------------|-----------|---|
| FINANCE/WATER | COFFEE TABLE | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| FINANCE/WATER | SIDE TABLE | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| FINANCE/WATER | SMALL TABLE 36" HIGH FOLDING LEGS | 1 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| FINANCE/WATER | 24" X 36" FRAME-ABLE PRINTS BY RENEE LOVELESS 2008 | 5 | N/A | N/A | N/A | N/A | CITY HALL - 1ST FLOOR | N/A | N/A | N/A | N/A |  |
| BANK | DESK WITH CREENZA | 1 | N/A | N/A | N/A | N/A | BANK | N/A | N/A | N/A | N/A |  |
| BANK | KONICA MINOLTA COPIERS | 2 | N/A | N/A | N/A | N/A | BANK | UNKNOWN | N/A | N/A | N/A |  |

| Department | Description | # of Items | Serial Number | Tag Number | Manufacturer | Model | Primary Location | Working or not working | VIN # | Spedometer Reading | Condition | IMAGE |
|------------|--------------------------------------|------------|---------------|------------|--------------|-------|------------------|------------------------|-------|--------------------|-----------|---|
| BANK | PICTURES/PRINTS | 2 | N/A | N/A | N/A | N/A | BANK | N/A | N/A | N/A | N/A |  |
| BANK | STACKABLE UPHOLSTERED CHAIRS - GREEN | APPROX 25 | N/A | N/A | N/A | N/A | BANK | N/A | N/A | N/A | N/A |  |
| BANK | COFFEE TABLE | 1 | N/A | N/A | N/A | N/A | BANK | N/A | N/A | N/A | N/A |  |



City Council Agenda Item # 7

Title: Consideration of approving Resolution Authorizing the Application to the Texas General Land Office (GLO) Beach Maintenance Reimbursement (BMR) Program and Designating the Assistant City Manager as the Official with Full Authority to Act for Purposes of the Program

Date: June 5, 2023

From: Cathy Ezell, Finance Director

Staff Recommendation:

Staff recommends approval of the Resolution.

Item Summary:

The GLO Beach Maintenance Reimbursement Program is now accepting applications for Fiscal Year 2023-2024. The application requires a resolution to authorize the application for program funds and declare an official with full authority to act for purposes of the program.

Background Information:

The Beach Maintenance Reimbursement Fund Program, administered by the GLO, allocates approximately \$750,000 per year to help communities keep their beaches maintained. That's about \$8.5 million over the last 10 years. Contracts are renewable annually. The City has participated in the GLO Beach Cleaning and Maintenance Assistance Program since FY2012-2013.

Special Considerations: N/A

Financial Impact: The City has received over \$90,500 in reimbursement from the program since FY2012-2013. This year's reimbursement is budgeted at \$9,200.

Board or 3rd Party recommendation: N/A

Supporting Documentation:

Resolution

RESOLUTION 2023-2794

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, AUTHORIZING THE APPLICATION TO THE TEXAS GENERAL LAND OFFICE BEACH MAINTENANCE REIMBURSEMENT PROGRAM AND DESIGNATING THE FINANCE DIRECTOR AS THE OFFICIAL WITH FULL AUTHORITY TO ACT FOR PURPOSES OF THE PROGRAM.

WHEREAS, the Beach Maintenance Reimbursement Fund Program, administered by the Texas General Land Office, allocates funding each year to help communities keep their beaches maintained; and,

WHEREAS, the City Council finds it in the best interest of the citizens to apply for State Assistance in Cleaning and Maintaining Public Beaches; and,

WHEREAS, the Beach Maintenance Fund Program requires a resolution authorizing the application for funds and designation of an official to act with full authority for purpose of the program.

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

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

Section 2. That the application for program funds for State Assistance in Cleaning and Maintaining Public Beaches is hereby authorized.

Section 3. That Finance Director Catherine Ezell shall be vested with full authority to act for purpose of the Program.

Section 4. That any and all fees collected by reimbursement shall be utilized only and specifically for the program of beach maintenance.

Section 5. This Resolution shall become effective immediately upon its passage.

DULY PASSED, APPROVED AND ADOPTED on this _____ day of _____, 2023.

Brooks Bass, Mayor

ATTEST:

APPROVED AS TO FORM:

Betty Wells, City Secretary

David Olson, City Attorney



City Council Agenda Item # 8

Title: Consideration and possible action on an Ordinance terminating the disaster declaration extended by City Council March 23, 2020.

Date: 06/05/2023

From: Tim Kelty, City Manager

Staff Recommendation: Staff recommends approving this Ordinance.

Item Summary:

This action terminates the state of emergency in the city of Freeport proclaimed by Mayor Bass and affirmed by City Council on March 23, 2020.

Background Information:

The Covid-19 Pandemic was declared by the world health organization in early 2020 with the number of cases across the country and in Texas increasing on a daily basis, which was a serious threat to citizens. It was vital that we do everything reasonable and practicable to limit its spread.

In March of 2020, the city of Freeport issued an emergency declaration declaring a state of emergency that resulted in specific efforts and actions to combat the spread of the disease, and made the city eligible for certain Federal and State funding sources and resources to aid in that effort. That emergency declaration was to continue until action by City Council terminated it. In April the Federal Government lifted the national emergency declaration, negating the need for the local emergency declaration.

Special Consideration: None

Board or 3rd Party recommendation: None

Financial Impact: None.

Supporting Documentation: Ordinance terminating the Emergency Declaration

ORDINANCE NO. 2023-2699

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF FREEPORT, TEXAS, TERMINATING THE MARCH 20, 2020 DISASTER DECLARATION, PROVIDING AN EFFECTIVE DATE, AND PROVIDING A SAVINGS CLAUSE.

Whereas, on the 20th day of March 2020, the Mayor issued a proclamation declaring a state of disaster for a public health emergency for the City of Freeport, Texas (“Local Declaration”), due to the nationally declared COVID-19 PANDEMIC; and

Whereas, on the 23rd day of March 2020, the City Council ratified the Local Declaration and approved its continuation until terminated by ordinance of the City Council; and

Whereas, the City Council finds it to be in the public interest to terminate the Local Declaration;

Now, Therefore, Be It Ordained by the Council of the City of Freeport, Texas:

1. That the Local Declaration is hereby terminated and shall be of no further force or effect.
2. This ordinance shall become effective immediately upon its passage.
3. If any provision, section, exception, subsection, paragraph, sentence, clause or phrase of this ordinance shall for any reason be held unconstitutional, void, or invalid, such invalidity shall not affect the validity of the remaining provisions of this ordinance and to this end all provisions of this ordinance are declared to be severable.

Passed and Adopted this 5th day of June, 2023, by the City Council of the City of Freeport, Texas.

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST:

APPROVED AS TO FORM:

Betty Wells
City Secretary

David Olson
City Attorney



City Council Agenda Item # 9

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

Date: 06/05/2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends Council members volunteer and formally be appointed to serve as Liaisons to the city's various boards and commissions.

Item Summary:

According to Title 3, chapter 32 of the City of Freeport Code of Ordinances, the City Council shall appoint a representative from its members to serve as liaisons between the City Council and the various boards. With the recent election of 3 new council members, many boards currently have no liaison.

Background Information:

Currently there are 6 active boards and 2 other boards that are not active that require additional appointments to be able to meet with a quorum.

Active boards include (with current liaison):

- Planning and Zoning Commission
- Board of Adjustments
- Economic Development Corporation (**Councilman Cain**)
- Senior Citizens Commission
- Historical Commission and Mainstreet Advisory Board
- Charter Review (**Mayor Bass**)

Two Boards that are inactive because of a lack of members include:

- Beautification, Parks,
- Library Board

Special Consideration:

Generally, the EDC is the most active board meeting every month and sometime more than once. On regularly scheduled monthly meeting dates, the Planning and Zoning Commission, Mainstreet Board, and Senior Citizens Commission meet once per month, with the Mainstreet Board is also active in downtown events and with assigned subcommittees. The Board of Adjustments met vary rarely until about 18 months ago, but now meets about 8 times per year on a set monthly meeting date. Charter review meets as needed generally over a 4-5 month time frame prior to making recommendation for Charter amendment provisions.

Board or 3rd Party recommendation:

None

Financial Impact:

No financial impact.

Supporting Documentation:

None



City Council Agenda Item # 10

Title: Consideration and possible action on awarding Bid for Asbestos Remediation for City Hall.

Date: 06/05/2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends Council award the bid to RNDI Companies Inc. and authorize the city manager to work with the city attorney to develop a contract with the awarded contractor based upon the Plans and specifications and the bid submitted by that contractor.

Item Summary:

The city received 6 bids for Asbestos Remediation at City Hall on the first and second floors. The lowest and most responsive bid was received from RNDI Companies Inc. in the amount of \$76,989. Upon award of the bid by city council, staff will work with the City Attorney to develop and execute a contract to complete the work.

Background Information:

During the pre-bid meeting for the planned renovation of City Hall the concern was raised regarding the potential for presence of asbestos that could need abatement prior to renovation. An asbestos study was completed by Envirotest LLC, which did identify the presence of asbestos in much of the ceiling tiles, some of the duct work, window caulking and flooring adhesive, which will require abatement if city hall renovation is to proceed.

Following the completion of the survey Envirotest LLC in collaboration with IAD Architects, developed the specifications for the remediation effort, which was properly advertised for bids. The consultant evaluated the bids and recommends RNDI Companies Inc for the work based upon their bid.

Special Consideration:

While abatement needs to be completed regardless of the path forward the City chooses to follow, Staff wanted to give City Council the complete picture with both the cost of renovation and asbestos abatement, which are both on the current agenda. The asbestos remediation will need to be complete prior to notice to proceed is issued on the City Hall renovation.

Board or 3rd Party recommendation:

Recommended action from the findings of the asbestos survey.

Financial Impact:

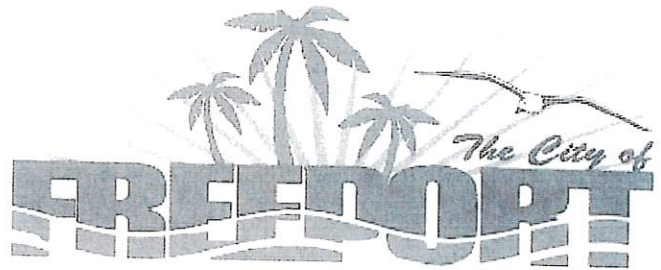
The total cost of this project and the City Hall renovation is \$1,162,667.66. Funding for both this Asbestos abatement and the renovation are already appropriated in the Capital Improvement Fund, and will NOT require a budget amendment.

Supporting Documentation:

RNDI Bid, Bid Tabulation, letter from Envirotest

**CITY HALL ASBESTOS
ABATEMENT**

RNDI Companies, Inc



Prepared By:

RNDI Companies, Inc
14518 Hempstead Hwy #4Z
Houston, TX 76040

Prepared For:

City of FreePort
200 West 2nd St
Freeport, TX 77541

Tim Kelty

From: PATRICIA CASTRO <patricia@rndicompanies.com>
Sent: Thursday, May 18, 2023 9:59 AM
To: Tim Kelty
Subject: Asbestos Abatement Pricing

Good morning, this is per our conversation we will be doing the job in 2 working weeks. The price for the abatement will be for the amount of \$76,989.00. The abatement will be done as per the drawings provided by Envirotest. Including the 2 HVAC units, inside negative pressure containments.

Sincerely,

Patricia Castro
RNDI Companies, Inc.
14518 Hempstead Hwy., Suite 4Z
Houston, TX 77040
Office: (713) 928-1697
Cell: (281) 236-3181
Fax: (713)513-5285
Patricia@RNDICompanies.com
****HUB/DBE/MWBE CERTIFIED****
Website: <http://www.rndicompanies.com>

CITY HALL ASBESTOS ABATEMENT

RFP: #2023-02

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Bid Form

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

| Asbestos Containing Materials | Material Location | Removal Method | Unit Price |
|---|---|-----------------------|------------|
| 1 Fireproofing | (NONE SCHEDULED FOR REMOVAL) – Isolated Loose Debris will be found above ceiling tile | 1 or 7 | \$6.50 |
| 2 Ceiling Tiles | Level 1 and Level 2 designated rooms and areas – see Appendix C | 1 or 2 or 7 | \$3.50 |
| 3 Pipe Fitting Insulation | Level 1 Renovation Areas- Piping located in restrooms and near new air handler installation – See Appendix C | 1 or 2 or 3 or 7 | \$35.00 |
| 4 HVAC Ductwork Insulation Mastic | Level 1 Renovation Areas for new air handlers, isolation work for current air handlers and any insulation impacted by water damage or mold growth | 1 or 2 or 3 or 4 or 7 | \$4.50 |
| 5 HVAC Ductwork Vibration Dampener | (None Scheduled for Removal) unless required for isolation work of current level 1 air handler units | 1 or 2 or 3 or 4 or 7 | \$250.00 |
| 6 HVAC Unit Drip Pan and Seam Mastic | (None Scheduled for Removal) | 1 or 2 or 3 or 4 | \$2.00 |
| 7 Floor Tile, Floor Tile Mastic, and Residual Floor Mastic | Level 1 & Level 2 Restrooms – See Appendix C | 1 or 2 or 5 or 7 | \$3.00 |
| 8 Flooring Disturbed during Carpet Removal | Level 1 & Level 2 designated areas- See Appendix C for all Carpet Removal Areas | 1 or 2 or 6 | \$2.50 |
| 9 Exterior Window Caulking | (None in Scope of Work – To be handled by the General Contractor) | N/A | N/A |

BIDDER INFORMATION

In submitting this Bid, Bidder represents the following:

- a. Bidder has examined copies of these bidding and contract documents and of the following Addenda (receipt of which is hereby acknowledged):

Addenda: _____

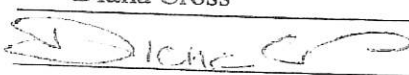
Date: 5/5/2023 Signature: _____

- b. Bidder has familiarized itself with the nature and extent of these documents, and all local conditions and Laws and Regulations that in any manner may affect cost of fulfilling the terms of contract.
- c. Bidder has given the owner written notice of all conflict, errors, or discrepancies that it has discovered in these documents and the written resolution thereof by the City is acceptable to Bidder.
- d. This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or titles of any group, association, organization or corporation. Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid. Bidder has not solicited or induced any person, firm, or corporation to refrain from bidding. Bidder has not sought by collusion to obtain for itself any advantage over any other bidder or over the City.
- e. Bidder hereby certifies that the bid prices contained in this bid have been carefully reviewed and are submitted as correct and final.
- f. This Bid will remain open and subject to acceptance for sixty (60) days after the day of Bid opening.

Bidder further certifies and agrees to furnish any and/or all product/service upon which prices are extended at the price offered and accepts all of the terms and conditions of the Invitation to Bid, Specifications, Instructions to Bidders, General Conditions for Bidding and any Special Conditions contained herein.

Bidder hereby certifies that, if this bid is accepted, the undersigned Bidder shall enter into a contract with the City of Freeport to furnish the services as specified or indicated in these Bid documents for the price indicated in this Bid and in accordance with the other terms and conditions of such contract documents.

BIDDER:

| | | | |
|-------------------|---|--------|--------------------------------|
| Company: | <u>RNDI Companies, Inc.</u> | E-mail | <u>diana@rndicompanies.com</u> |
| Address: | <u>14518 Hempstead Hwy #4Z</u> | Title: | <u>President</u> |
| City, State & Zip | <u>Houston, TX 77040</u> | Date: | <u>5/5/2023</u> |
| Telephone | <u>713-928-1697</u> | | |
| Printed Name: | <u>Diana Cross</u> | | |
| Signature: |  | | |

SUPPLEMENTAL INFORMATION

Texas Government Code Section 2252.002 Non-resident bidders. A governmental entity may not award a governmental contract to a nonresident bidder unless the nonresident underbids the lowest bid submitted by a responsible resident bidder by an amount that is not less than the amount by which a resident bidder would be required to underbid the nonresident bidder to obtain a comparable contract in the state in which the nonresident's principal place of business is located.

In order to make this determination, please answer the following questions:

1. Address and phone number of your principal place of business:

14518 Hempstead Hwy #4Z Houston, TX 77040

2. Name and address of principal place of business, and phone number of your company's majority owner:

311 E. Interstate 30
Rockwall, TX 75087
214-876-3069 - Diana Cross

3. Name and address of principal place of business, and phone number of your company's ultimate parent company:

Same as Above

MINORITY/WOMAN-OWNED BUSINESS PARTICIPATION

It is the policy of the City of Freeport to involve small businesses and qualified minority/women-owned businesses to the greatest extent possible in the procurement of goods, equipment, services and construction projects. To assist us in our record keeping, please list below the names of the minority or woman-owned firms you would be utilizing in this bid, and note the monetary involvement:

| NAME OF FIRM | TELEPHONE # | \$ INVOLVEMENT |
|--------------|-------------|----------------|
| | | |
| | | |
| | | |

REFERENCES

Please provide three references for similar services performed within the last three years:

1. Company: City of Dallas Water Utilities
Contact: Jamie Johnson
Phone #: 214-670-7531
Email: jamie.johnson1@dallas.gov

Description of services performed:

Removal and disposal of asbestos containing materials at 2 abandoned buildings in Dallas, the demolished both building to include removal of 2 underground storage tanks.

2. Company: Dallas ISD - Asbestos Abatement and Selective Demolition Bond Program
Contact: Jaimie Garcia - (He now works for Arlington ISD)
Phone #: 817-995-6792
Email: jgarci17@aisd.net

Description of services performed:

The DISD Bond Program included 40 different schools throughout the district. Work performed included asbestos abatement and selective demolition. Scope included the removal and disposal of piping insulation and wrap in crawlspaces and restroom chases., the removal of transit panels, removal of ceramic floor tile and mastic, the removal of exterior aggregate panels, and the removal of exterior windows and doors.

3. Company: City of Dallas - Demolition, asbestos abatement contract
Contact: Johnnie Brumfield
Phone #: 214-670-3059
Email: johnnie.brumfield@dallascityhall.com

Description of services performed:

Demolition and asbestos abatement as per needed basis for the City of Dallas. Our projects have included fire stations, hospitals, libraries, buildings, with more than 365 properties completed. Including single dwellings to high rise buildings and demolition of waste water treatment plants and commercial buildings, and city owned property. Part of a four year contract with the City of Dallas.

SAM Verification for RNDI Companies, Inc.



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All Entity Information

Showing 1 - 1 of 1 results

RNDI COMPANIES INC - Active Registration

Entity

Entities

| Unique Entity ID | CAGE Code | Physical Address |
|------------------|-----------|--|
| C2HML1LLV654 | 43XJ0 | 311 E INTERSTATE 30, STE 113, ROCKWALL, TX 75087 USA |

Expiration Date
Sep 28, 2023

Disaster Response Registry

Purpose of Registration
All Awards

Responsibility / Qualification

Results per page

1 of 1 25

Exclusions

CONFLICT OF INTEREST QUESTIONNAIRE
For vendor doing business with local governmental entity

FORM CIQ

This questionnaire reflects changes made to the law by H.B. 23, 84th Leg., Regular Session.

This questionnaire is being filed in accordance with Chapter 176, Local Government Code, by a vendor who has a business relationship as defined by Section 176.001(1-a) with a local governmental entity and the vendor meets requirements under Section 176.006(a).

By law this questionnaire must be filed with the records administrator of the local governmental entity not later than the 7th business day after the date the vendor becomes aware of facts that require the statement to be filed. See Section 176.006(a-1), Local Government Code.

A vendor commits an offense if the vendor knowingly violates Section 176.006, Local Government Code. An offense under this section is a misdemeanor.

OFFICE USE ONLY

Date Received

1 Name of vendor who has a business relationship with local governmental entity.

RNDI Companies, Inc.

2 Check this box if you are filing an update to a previously filed questionnaire. (The law requires that you file an updated completed questionnaire with the appropriate filing authority not later than the 7th business day after the date on which you became aware that the originally filed questionnaire was incomplete or inaccurate.)

3 Name of local government officer about whom the information is being disclosed.

N/A

Name of Officer

4 Describe each employment or other business relationship with the local government officer, or a family member of the officer, as described by Section 176.003(a)(2)(A). Also describe any family relationship with the local government officer. Complete subparts A and B for each employment or business relationship described. Attach additional pages to this Form CIQ as necessary.

A. Is the local government officer or a family member of the officer receiving or likely to receive taxable income, other than investment income, from the vendor?

Yes No


B. Is the vendor receiving or likely to receive taxable income, other than investment income, from or at the direction of the local government officer or a family member of the officer AND the taxable income is not received from the local governmental entity?

Yes No

5 Describe each employment or business relationship that the vendor named in Section 1 maintains with a corporation or other business entity with respect to which the local government officer serves as an officer or director, or holds an ownership interest of one percent or more.

N/A

6 Check this box if the vendor has given the local government officer or a family member of the officer one or more gifts as described in Section 176.003(a)(2)(B), excluding gifts described in Section 176.003(a-1).

7 
Signature of vendor doing business with the governmental entity

05/05/2023

Date

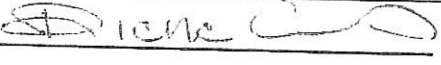
Approved by OMB

0348-0046

Disclosure of Lobbying Activities

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure)

| | | |
|---|---|---|
| Type of Federal Action: <u>N/A</u> a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance | Status of Federal Action: <u>N/A</u> a. bid/offer/application b. initial award c. post-award | Report Type: <u>N/A</u> a. initial filing b. material change |
| Name and Address of Reporting Entity: ___ Prime ___ Subawardee Tier ____, if Known: <u>N/A</u> | If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: <u>N/A</u> | |
| Congressional District, if known: <u>N/A</u> | Congressional District, if known: <u>N/A</u> | |
| Federal Department/Agency: <u>N/A</u> | 7. Federal Program Name/Description: <u>N/A</u> CFDA Number, if applicable: _____ | |
| Federal Action Number, if known: <u>N/A</u> | 9. Award Amount, if known: \$ <u>N/A</u> | |
| 10. a. Name and Address of Lobbying Registrant <i>(if individual, last name, first name, MI):</i> <u>N/A</u> | b. Individuals Performing Services <i>(including address if different from No. 10a)</i> <i>(last name, first name, MI):</i> <u>N/A</u> | |
| 11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be reported to the Congress semi-annually and will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. | Signature:  Print Name: <u>Diana Cross</u> Title: <u>President</u> Telephone No.: <u>214-876-3069</u> Date: <u>5/5/2023</u> | |
| Federal Use Only | Authorized for Local Reproduction Standard Form - LLL (Rev. 7-97) | |

Certification Regarding Lobbying

(To be submitted with each bid or offer exceeding \$100,000)

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language paragraph 1 and 2 of this anti-lobbying certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31, U.S.C. § 1352 (as amended by the Lobbying Disclosure Act of 1995).

The Contractor, RNDI Companies, Inc., certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. § 3801 et seq., apply to this certification and disclosure, if any.



Signature of Contractor's Authorized Official

Diana Cross - President

Printed Name and Title of Contractor's Authorized Official

5/5/2023

Date

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

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

OFFICE USE ONLY CERTIFICATION OF FILING

Certificate Number:
 2023-1017253

Date Filed:
 05/08/2023

Date Acknowledged:

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

RNDI COMPANIES, INC.
 ROCKWALL, TX United States

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

The City of Freeport

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

#2023-02
 City Hall asbestos abatement

| 4 | Name of Interested Party | City, State, Country (place of business) | Nature of interest (check applicable) | |
|---|--------------------------|--|---------------------------------------|--------------|
| | | | Controlling | Intermediary |
| | | | | |
| | | | | |
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| | | | | |
| | | | | |
| | | | | |

5 Check only if there is NO Interested Party.




6 UNSWORN DECLARATION

My name is Diana Cross, and my date of birth is 11/26/1965.

My address is 519 E. Interstate 30, Rockwall, TX, 75087, USA.
(street) (city) (state) (zip code) (country)

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

Executed in Rockwall County, State of Texas, on the 8th day of May, 20 23.
(month) (year)


 Signature of authorized agent of contracting business entity
 (Declarant)



Texas Department of State Health Services

RNDI COMPANIES INC

is certified to perform as an

Asbestos Abatement Contractor

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1954 and Title 12, Texas Administrative Code, Chapter 295 relating to Texas Asbestos Health Protection, as long as this license is not suspended or revoked.



License Number: 800829

Expiration Date: 07/20/2023

Control Number: 96931

John Hellerstedt
John Hellerstedt, M.D.,
Commissioner of Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



Texas Department of State Health Services

BE IT KNOWN THAT

RNDI COMPANY INC

is certified to perform as a

Lead Firm

in the State of Texas and is hereby governed by the rights, privileges and responsibilities set forth in Texas Occupations Code, Chapter 1953 and Title 25, Texas Administrative Code, Chapter 295 relating to Texas Environmental Lead Reduction, as long as this license is not suspended or revoked.



Certification Number: 2110539

Expiration Date: 12/14/2024

Control Number: 7416

Jennifer Shuford, MD
MPH, Commissioner of
Health

(Void After Expiration Date)

VOID IF ALTERED NON-TRANSFERABLE

SEE BACK



TEXAS DEPARTMENT OF LICENSING AND REGULATION

P.O. Box 12157
Austin, Texas 78711-2157
1-800-803-9202 (512) 463-6599
www.tdlr.texas.gov

If you cut around the border of the license it will fit in
a standard 5" x 7" frame.

DIANA CROSS
519 E INTERSTATE 30 SUITE 157
ROCKWALL TX 75087

Rick Figueroa
Chair

Thomas J. Butler
Vice Chair



Gerald R. Callas, M.D., F.A.S.A.
Helen Callier
Nora Castañeda
Lori High, R.N., N.P., Retired
Gary F. Wesson, D.D.S., M.S.

Mold Remediation Company
RNDI COMPANIES, INC
311 E INTERSTATE 30 #1 ROCKWALL

License Number: RCO0263

The entity named above is licensed by the Texas Department of Licensing and Regulation.

License Expires: September 25, 2024

Mike Arismendez, Jr.
Executive Director



GLENN NEGAN TEXAS COMPTROLLER OF PUBLIC ACCOUNTS

The Texas Comptroller of Public Accounts (CPA) administers the Statewide Historically Underutilized Business (HUB) Program for the State of Texas, which includes certifying minority, woman, and service disabled veteran-owned businesses as HUBs and facilitates the use of HUBs in state procurement and provides them with information on the state's procurement process.

We are pleased to inform you that your application for certification/re-certification as a HUB has been approved. Your company's profile is listed in the State of Texas HUB Directory and may be viewed online at <https://mycpa.cpa.state.tx.us/passcomblsearch/index.jsp>. Provided that your company continues to meet HUB eligibility requirements, the attached HUB certificate is valid for the time period specified.

You must notify the HUB Program in writing of any changes affecting your company's compliance with the HUB eligibility requirements, including changes in ownership, day-to-day management, control and/or principal place of business. *Note: Any changes made to your company's information may require the HUB Program to re-evaluate your company's eligibility.*

Please visit our website at <http://comptroller.texas.gov/procurement/prog/hub/> and reference our publications (i.e. Grow Your Business pamphlet, HUB Brochure and Vendor Guide) providing addition information on state procurement resources that can increase your company's chances of doing business with the state.

Thank you for your participation in the HUB Program! If you have any questions, you may contact a HUB Program representative at 512-475-6672 or toll-free in Texas at 1-888-863-6881.

Texas Historically Underutilized Business (HUB) Certificate



| | |
|----------------------------|----------------------|
| Certificate/VID Number: | 1202914905800 |
| File/Vendor Number: | 044403 |
| Approval Date: | 05-FEB-2020 |
| Scheduled Expiration Date: | 05-FEB-2024 |

The Texas Comptroller of Public Accounts (CPA), herobly certifies that

RNDI COMPANIES, INC.

has successfully met the established requirements of the State of Texas Historically Underutilized Business (HUB) Program to be recognized as a HUB. This certificate printed 07-FEB-2020, supersedes any registration and certificate previously issued by the HUB Program. If there are any changes regarding the information (i.e., business structure, ownership, day-to-day management, operational control, business location) provided in the submission of the business' application for registration/certification as a HUB, you must immediately (within 30 days of such changes) notify the HUB Program in writing. The CPA reserves the right to conduct a compliance review at any time to confirm HUB eligibility. HUB certification may be suspended or revoked upon findings of ineligibility.

*Statewide HUB Program
Contractable Procurement Division*

Note: In order for State agencies and institutions of higher education (universities) to be credited for utilizing this business as a HUB, they must award payment under the Certificate/VID Number identified above. Agencies, universities and prime contractors are encouraged to verify the company's HUB certification prior to issuing a notice of award by accessing the Internet (<https://mycpa.cpa.state.tx.us/passcomblsearch/index.jsp>) or by contacting the HUB Program at 512-475-6672 or toll-free in Texas at 1-888-863-6881.



Disadvantaged Business Enterprise (DBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the Regional Affidavit as defined by NCTRCA Disadvantaged Business Enterprise (DBE) 49 CFR 125.123 and is hereby certified to provide service(s) in the following areas:

NAICS 562112: HAZARDOUS WASTE COLLECTION
NAICS 562910: REMEDIATION SERVICES

This Certification commences May 24, 2022 and supersedes any registration or listing previously issued. This certification must be updated annually by submission of an Annual Update Affidavit. At any time there is a change in ownership, control, or the firm or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Issued Date: May 24, 2022
CERTIFICATION NO. - FD82015-10628



Certification Administrator



Minority Business Enterprise (MBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed with the State of Texas an Affidavit as defined by NCTRCA Minority Business Enterprise (MBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

HAZARDOUS WASTE COLLECTION
HAZARDOUS REMEDIATION SERVICES

This Certification commences October 1, 2021 and supersedes any registration or listing previously issued. This certification must be renewed every two years by submission of an Annual Update Affidavit. At any time there is a change in ownership, control of the firm, or operation, notification must be made immediately to the North Central Texas Regional Certification Agency for eligibility evaluation.

Certification Expires on: October 1, 2023

Issued Date: October 1, 2021

CERTIFICATION NUMBER: NCTRCA-2021-001234

Certification Administrator



Small Business Enterprise (SBE)
RNDI Companies, Inc.

RNDI Companies, Inc.

has filed for certification in accordance with NCTRCA Small Business Enterprise (SBE) Policies & Procedures and is hereby certified to provide service(s) in the following areas:

NAICS 562112: WASTE COLLECTION
NAICS 562910: RENOVATION SERVICES

This Certification is subject to the terms and conditions of the NCTRCA Small Business Enterprise (SBE) Policies & Procedures. This certification must be renewed annually by filing an Annual Update Affidavit. At any time there is a change in ownership, control, or operation, notification must be made immediately to the North Central State Certification Agency for eligibility evaluation.

Certification Expires: October 31, 2023
Issued Date: January 1, 2023
CERTIFICATION NUMBER: AFB4293...

Administrator

GREAT AMERICAN INSURANCE COMPANY
OHIO

Bond No. N/A

BID BOND

Approved by The American Institute of Architects, A.I.A. Document No. A310 February, 1970 Edition

KNOW ALL MEN BY THESE PRESENTS: that we RNDI Companies, Inc.

311 E. I-30, Suite 107 Rockwall, TX 75087

as Principal, hereinafter called Principal, and GREAT AMERICAN INSURANCE COMPANY, a corporation duly organized under the laws of the State of Ohio, with Administrative Offices at 301 E. 4th St., Cincinnati, Ohio 45202 as Surety, hereinafter called the Surety, are held firmly bound unto City of Freeport

as Obligee, hereinafter called Obligee, in the sum of Five Percent of Greatest Amount Bid Dollars (\$ 5% of G.A.B.)

For the payment of which sum well and truly to be made, and the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for City Hall Asbestos Abatement

Freeport, TX

Bid No. 2023-02

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a Contract with the Obligee in accordance with the terms of such bid, and give such bond or bonds as may be specified in the bidding or Contract Documents with good and sufficient surety for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the Principal to enter such Contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another Party to perform the Work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 10th day of May, 2023

In the presence of:

RNDI Companies, Inc.

(Principal)

(Seal)

By: [Signature]

(Title)

GREAT AMERICAN INSURANCE COMPANY

(Surety)

By: [Signature]

Brent M. Blonigan (Attorney-in-Fact)



GREAT AMERICAN INSURANCE COMPANY®

Administrative Office: 301 E 4TH STREET • CINCINNATI, OHIO 45202 • 513-369-5000 • FAX 513-723-2740

The number of persons authorized by this power of attorney is not more than Five

No. 0 21868

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the GREAT AMERICAN INSURANCE COMPANY, a corporation organized and existing under and by virtue of the laws of the State of Ohio, does hereby nominate, constitute and appoint the person or persons named below, each individually if more than one is named, its true and lawful attorney-in-fact, for it and in its name, place and stead to execute on behalf of the said Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; provided that the liability of the said Company on any such bond, undertaking or contract of suretyship executed under this authority shall not exceed the limit stated below.

| Name | Address | Limit of Power |
|-------------------|-------------------|----------------|
| Brent M. Blonigan | All of | All |
| Raul F. Campa | Richardson, Texas | \$100,000,000 |
| Rob Drelling | | |
| Debbie Palmer | | |
| Kara Pierce | | |

This Power of Attorney revokes all previous powers issued on behalf of the attorney(s)-in-fact named above.

IN WITNESS WHEREOF the GREAT AMERICAN INSURANCE COMPANY has caused these presents to be signed and attested by its appropriate officers and its corporate seal hereunto affixed this 14th day of July, 2021



[Signature]
Assistant Secretary

GREAT AMERICAN INSURANCE COMPANY

[Signature]
Divisional Senior Vice President

MARK VICARIO (877-377-2405)

STATE OF OHIO, COUNTY OF HAMILTON - ss:

On this 14th day of July, 2021

being duly sworn, deposes and says that he resides in Cincinnati, Ohio, that he is a Divisional Senior Vice President of the Bond Division of Great American Insurance Company, the Company described in and which executed the above instrument; that he knows the seal of the said Company; that the seal affixed to the said instrument is such corporate seal; that it was so affixed by authority of his office under the By-Laws of said Company, and that he signed his name thereto by like authority.



SUSAN A KOHORST
Notary Public
State of Ohio
My Comm. Expires
May 18, 2025

[Signature]
Susan A Kohorst

This Power of Attorney is granted by authority of the following resolutions adopted by the Board of Directors of Great American Insurance Company by unanimous written consent dated June 9, 2008.

RESOLVED: That the Divisional President, the several Divisional Senior Vice Presidents, Divisional Vice Presidents and Divisional Assistant Vice Presidents, or any one of them, be and hereby is authorized, from time to time, to appoint one or more Attorneys-in-Fact to execute on behalf of the Company, as surety, any and all bonds, undertakings and contracts of suretyship, or other written obligations in the nature thereof; to prescribe their respective duties and the respective limits of their authority; and to revoke any such appointment at any time.

RESOLVED FURTHER: That the Company seal and the signature of any of the aforesaid officers and any Secretary or Assistant Secretary of the Company may be affixed by facsimile to any power of attorney or certificate of either given for the execution of any bond, undertaking, contract of suretyship, or other written obligation in the nature thereof, such signature and seal when so used being hereby adopted by the Company as the original signature of such officer and the original seal of the Company, to be valid and binding upon the Company with the same force and effect as though manually affixed.

CERTIFICATION

I, STEPHEN C. BERAHA, Assistant Secretary of Great American Insurance Company, do hereby certify that the foregoing Power of Attorney and the Resolutions of the Board of Directors of June 9, 2008 have not been revoked and are now in full force and effect.

Signed and sealed this 10th day of May, 2023



[Signature]
Assistant Secretary



**Great American Alliance Insurance Company
Great American Insurance Company**

IMPORTANT NOTICE:

To obtain information or make a complaint:

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance at:

P.O. Box 149104
Austin, TX 78714-9091
FAX: 1-512-490-1007

Your notice of claim against the attached bond may be given to the surety company that issued the bond by sending it by certified or registered mail to the following address:

Mailing Address: Great American Insurance Company
P.O. Box 2119
Cincinnati, Ohio 45202

Physical Address: Great American Insurance Company
301 E. Fourth Street
Cincinnati, Ohio 45202

You may also contact the Great American Insurance Company Claim office by:

Fax: 1-888-290-3706
Telephone: 1-513-369-5091
Email: bondclaims@gaic.com

PREMIUM OR CLAIM DISPUTES:

If you have a dispute concerning a premium, you should contact the agent first. If you have a dispute concerning a claim, you should contact the company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR BOND:

This notice is for information only and does not become a part or condition of the attached document.

Bid Tabulation

Freeport City Hall Asbestos Remediation

Bid opening date: May 10, 2023 10:00 a.m.

| <u>Bidder name</u> | <u>Total Bid Amount</u> |
|--|-------------------------|
| AAR Incorporated Houston, Texas | \$94,825* |
| Compass Abatement Services LLC Houston, Texas | \$139,040 |
| Covarrubias Remodeling Services LLC Clute, Texas | \$122,727 |
| FHARC Abatement Houston, Texas | \$143,442 |
| 1 Priority Environmental Services LLC Fort Worth, Texas | \$103,550 |
| RNDI Companies, Inc Houston, Texas | \$76,989 |

* Invalid Bid. Emailed (not delivered in sealed and marked envelope)

June 1, 2023

Mr. Tim Kelty
City of Freeport
200 West 2nd Street
Freeport, Texas 77541

**RE: Bid Evaluation - Asbestos Abatement
Levels 1 & 2 - City Hall Building
200 West 2nd Street
Freeport, Texas 77541**

Dear Mr. Kelty:

The six asbestos abatement bids emailed to me on 5-31-23 were reviewed. RNDI appeared to have the lowest bid total of the six (6) bids, ranging from 76 – 144 K. The RNDI email attachment dated 5-18-23 from RNDI gave a total cost for abatement at \$76,989.00 which appears to be the low bid. This email attachment did not specifically state that the waste disposal was included in this price. Therefore, I recommend that all contract documents clearly state that \$76,989.00 includes the asbestos removal and all waste disposal costs, including asbestos and non-asbestos waste.

RNDI email also indicated that the work would take approximately 2 working weeks.

I have not worked with RNDI in the past, therefore I contacted the three (3) references provided by RNDI, via email and phone calls. All three references gave a positive response, with one stating that they did very good work. I also searched the DSHS website, and checked the enforcement actions from the asbestos division. RNDI has no DSHS violations listed on the most recent posting, which covers the last 12 months.

I did not find any documentation which causes any concerns for RNDI. I have not conducted any research on the financial stability of RNDI.

If you have any questions regarding this information, please give me a call.

We appreciate the opportunity to be of service to you.

Sincerely,



Alex Fuhrmann
Asbestos Consultant (#10-5629)
Envirotest, LLC
832-435-0018



City Council Agenda Item # 11

Title: Consideration and possible action on awarding Bid for City Hall Renovation.

Date: 06/05/2023

From: Tim Kelty, City Manager

Staff Recommendation:

Staff recommends Council award the bid to Covarubias Remodeling Services LLC and authorize the city manager to work with the city attorney to develop a contract based upon the plans and specifications and the bid submitted by that contractor.

Item Summary:

The city received 4 bids for the renovation and mold remediation at city hall on the first and second floors. The lowest and most responsive bid was received from Covarubias Remodeling Services LLC, in the amount of \$1,085,678 for the base bid. Upon award of the bid by City Council staff will work with the City Attorney to develop and execute a contract to complete the work.

This project includes mold remediation on the first and second floors of City Hall along with renovation that includes new carpet, ceiling tiles, and renovation of all the water damaged offices on the east side of the building and all areas effected by mold remediation. It also includes putting the second elevator back in service, improvements to internal HVAC ductwork and infrastructure to improve air circulation and de-humidification, ADA improvements, and sealing of all exterior windows with new glazing as well as sealing of all exterior brickwork. These air circulation and building envelope improvements are designed to limit the potential for return of mold in the building.

Background Information:

Last year the city opened bids for extensive city hall remodeling which included redesigning the first floor to accommodate a new City Council Chambers/Court room, first floor public restrooms, significant office reconfiguration along with replacement of all exterior windows on the first and second floor with hurricane rated windows, fire sprinkler system, exterior landscaping and all improvements included in the current renovation scope.

Bids received at that time were over \$3.2 million which were over the \$1.6 million budgeted for the project. At that time, council decided to reject those bids and directed staff to reduce the scope, and to size the project within budget for what could be done addressing the most critical needs. The proposed renovation would return the first and second floor to the original configuration, and make the other scope improvements identified above but will not include the relocation of Council

Chambers/courtroom, or bring the building up to code in regard to the Hurricane rated windows and fire suppression.

Special Consideration:

1. The building was not required to be brought up to code based on the fact that less than 50% of the building will be affected by the renovation.
2. If approved the Asbestos remediation work will be completed prior to notice to proceed being issued for this renovation work. It is anticipated that the asbestos remediation will take up to 30 days and building renovation of the first and second floor will take up to 12 months.

Board or 3rd Party recommendation:

Recommendation to award to low most responsive bidder by IAD Architects

Financial Impact:

The total cost of this project and the asbestos remediation is \$1,162,667.66. Funding for both the renovation and asbestos remediation is already appropriated in the Capital Improvement Fund, and will not require a budget amendment.

Supporting Documentation:

Bid from Covarrubias, bid tabulation, recommendation letter from IAD Architects

Integrated Architecture & Design

107 West Way, Suite 16
Lake Jackson, Texas 77566
979.297.1411 p. 979.297.1418 f.
www.iadarchitects.com



June 2, 2023

Mr. Timothy Kelty
City Manager
City of Freeport
200 West Second Street
Freeport, Texas 77541
(Sent via email to: tkelty@freeport.tx.us)

Dear Mr. Kelty,

Thank you again for allowing iAD Architects to assist the City of Freeport with the efforts associated with the Freeport City Hall Renovation and Mold Remediation project.

Bids were received and opened for this project on April 26, 2023, at 10:00 am in the City Hall conference room.

A total of four bidders submitted bid packages for the project. Those bidders were Azteca Designs and Construction, Bottom Dollar Carpet Inc., Covarrubias Remodeling Services, LLC., and Warwick Construction Inc.

We have reviewed these bids with City staff members and found that Covarrubias Remodeling Services, LLC was the qualified bidder with the lowest acceptable bid amount.

iAD Architects has not yet had the privilege of working directly with Covarrubias Remodeling Services, LLC but understands they have successfully completed many projects in our area and a number of those projects were for the City of Freeport. Therefore, we have no reservation recommending them to serve the City of Freeport as the general contractor for this project.

We look forward to working with Covarrubias Remodeling Services, LLC in our combined efforts to serve the City of Freeport and its citizens.

Should you have any questions, please do not hesitate to call.

Best regards,

A handwritten signature in blue ink that reads 'Brent Bowles'.

Brent K. Bowles, AIA
Principal, iAD Architects

Bid Tabulation

Freeport City Hall Renovation and Mold Remediation

Bid opening date: April 26, 2023 10:00 a.m.

| <u>Bidder Name</u> | <u>Total Base Bid Amount</u> |
|---|------------------------------|
| Azteca Designs and Construction Inc. Katy, Texas | \$1,747,000 |
| Bottom Dollar Carpet, Inc. Freeport, Texas | \$1,449,137 |
| Covarrubias Remodeling Services LLC Clute, Texas | \$1,085,678 |
| Warwick Construction Inc. Houston, Texas | \$2,355,054 |

SECTION 004113 – REVISED BID FORM

To: **City of Freeport**
Herein called "Owner"

Pursuant to and in compliance with the invitation to bid and the proposed Contract Documents relating to construction of:

Freeport City Hall Limited Interior Renovation
200 W. 2nd Street
Freeport, Texas 77541

PROPOSAL

The undersigned, having become thoroughly familiar with the terms and conditions of the proposed Contract Documents and with local conditions affecting the performance and cost of the Work at the place where the Work is to be completed, and having fully inspected the site in all particulars, hereby proposes and agrees to fully perform the Work within the time stated and in strict accordance with the proposed Contract Documents, including furnishing of any and all labor and materials, and to do all of the Work required to construct and complete said Work in accordance with the Contract Documents for the following sum of money:

BASE BID

One million eighty-five thousand six hundred \$ 1,085,678.66
(Amount Written in Words. This Governs.) (Amount in Figures)
seventy eight and sixty-six hundredths

ALTERNATES

Alternate #1: Installation of generator and auto transfer switch as per Sheets E0.14, E6.00, P0.14, and P6.00, including all labor and materials.

ADD

(Amount Written in Words. This Governs.) \$ (Amount in Figures)

BID GUARANTEE

I understand that the Owner reserves the right to reject this bid, but that this bid shall remain open and shall not be withdrawn for a period of sixty days from the date prescribed for its opening.

If written notice of the acceptance of this bid is mailed or delivered to the undersigned within sixty days after the date set for the opening of this bid, or any other time thereafter before it is withdrawn, the

undersigned will execute and deliver the Contract Documents to the Owner in accordance with this bid as accepted, and will also furnish and deliver to the Owner proof of insurance coverage, all within ten days after personal delivery or after deposit in the mails of the notification of acceptance of this bid.

ADDENDA

The undersigned acknowledges receipt of Addenda numbers 1 through 3 inclusive, issued during the time of bidding and has included the several changes therein in this Proposal.

CONTRACT TIME: The Undersigned agrees to begin work within seven (7) calendar days after "Notice to Proceed", and complete the Project in the following number of Calendar Days:

Twelve months (Number Written in Words. This Governs.) 12 (Number in Figures)

EXTRA WORK

The Undersigned agrees when changes in the work are ordered involving extra cost over and above the Contract Sum, the cost of such extra work shall be stated as a lump sum to be added to the Contract Sum before the extra work is begun, in which event the lump sum to be added shall represent the actual estimated cost of labor and materials plus overhead, and profit for work performed by the General Contractor, and profit only on the Sub-Contractor estimate for work performed by a Sub-Contractor as scheduled in the Supplementary Conditions.

Notice of acceptance, or request of additional information, may be addressed to the undersigned at the address set forth below.

The names of all persons interested in the foregoing bid as principals are as follows:

IMPORTANT NOTICE: If bidder or other interested person is a corporation, give legal name of corporation, state where incorporated and names of president and secretary thereof and name and signature of officer or officers authorized to sign contracts on behalf of the corporation; if a partnership, give name of the firm and names of all individual co-partners composing the firm and name and signature of partner or partners authorized to sign contracts on behalf of the partnership. If bidder or other interested person is an individual, give first, middle and last names in full.

SIGN HERE: *Maureen Carter*
Signature of Bidder



Covarrubias Remodeling Service, LLC

215 W Plantation Dr
Clute, Texas 77531
979 709 7113 cell
979 316 3621 office
covarrubiasremodeling@hotmail.com

Client: Freeport City Hall Renovation
Property: 200 W 2nd Street
Freeport , TX 77541

Operator: MONICA_C

Type of Estimate:

Date Entered: 4/26/2023

Date Assigned:

Price List: TXGA8X_MAR23

Labor Efficiency: Restoration/Service/Remodel

Estimate: 2023-04-26-0744



Covarrubias Remodeling Service, LLC

215 W Plantation Dr
 Clute, Texas 77531
 979 709 7113 cell
 979 316 3621 office
 covarrubiasremodeling@hotmail.com

2023-04-26-0744

Main Level

| DESCRIPTION | QTY | UNIT PRICE | TOTAL |
|--|---------------|--------------|------------|
| Dumpster load - Approx. 40 yards, 7-8 tons of debris | 1.50 EA @ | 943.62 = | 1,415.43 |
| Dust control barrier per square foot | 4.00 WK @ | 50.00 = | 200.00 |
| Floor protection - heavy paper and tape | 53.00 RM @ | 35.00 = | 1,855.00 |
| Glazing | 1.00 EA @ | 38,982.20 = | 38,982.20 |
| Rooms Signage | 53.00 EA @ | 105.00 = | 5,565.00 |
| Clean exterior masonry - acid wash | 9,032.00 SF @ | 0.86 = | 7,767.52 |
| Plumbing (Bid Item) | 1.00 EA @ | 42,562.76 = | 42,562.76 |
| Electrical (Bid Item) | 1.00 EA @ | 97,750.00 = | 97,750.00 |
| Insulation (Bid Item) | 1.00 EA @ | 12,000.00 = | 12,000.00 |
| Elevator | 1.00 EA @ | 140,000.00 = | 140,000.00 |
| Heat, Vent, & Air Conditioning (Bid Item) | 1.00 EA @ | 219,035.76 = | 219,035.76 |
| LABOR material | 1.00 EA @ | 354,817.64 = | 354,817.64 |
| Mold Remediation Abatement | 1.00 EA @ | 163,727.35 = | 163,727.35 |



Covarrubias Remodeling Service, LLC

215 W Plantation Dr
Clute, Texas 77531
979 709 7113 cell
979 316 3621 office
covarrubiasremodeling@hotmail.com

Summary

| | |
|-------------------------------|-----------------------|
| Line Item Total | 1,085,678.66 |
| Replacement Cost Value | \$1,085,678.66 |
| Net Claim | \$1,085,678.66 |



Covarrubias Remodeling Service, LLC

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covarrubiasremodeling@hotmail.com

Recap of Taxes

| | Material Sales Tax (0%) | Cleaning Mtl Tax (8.25%) | Cleaning Sales Tax (8.25%) | Manuf. Home Tax (5%) | Storage Rental Tax (8.25%) | Total Tax (8.25%) |
|-------------------|----------------------------|-----------------------------|-------------------------------|-------------------------|-------------------------------|-------------------|
| Line Items | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |
| Total | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 | 0.00 |

DRAFT AIA Document A310[®] - 2010

Bid Bond

CONTRACTOR:

(Name, legal status and address)

«Covarrubias Remodeling Service
»«I.C.»
«215 W Plantation Dr., Clute Texas
77531 »

SURETY:

(Name, legal status and principal place
of business)

«Monica Corra »«Manager »
«215 W Plantation Dr., Clute Texas
77531 »

OWNER:

(Name, legal status and address)

«City of Freeport»
«200 W 2nd Street»
«Freeport Texas 77541 »

BOND AMOUNT: \$ «54,283.93 »

PROJECT:

(Name, location or address, and Project number, if any)

«Freeport City Hall Interior Renovation »
«200 W 2nd Street »
«Freeport, Texas 77541 »

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

ADDITIONS AND DELETIONS: The author of this document has added information needed for its completion. The author may also have revised the text of the original AIA standard form. An *Additions and Deletions Report* that notes added information as well as revisions to the standard form text is available from the author and should be reviewed.

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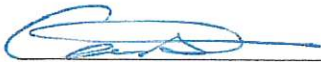
This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion or modification.

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Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

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Signed and sealed this «26» day of «April», «2023»



(Witness)



(Witness)

«Carlos Covarrubias »
(Contractor as Principal) (Seal)

«General Contractor »
(Title)

«Monica Cerna »
(Surety) (Seal)

«Manager »
(Title)

DRAFT



City Council Agenda Item # 12

Title: Consideration and possible action on allowance for the development of Mini-Storage units in the C-2 Zoning District as a permitted use.

Date: June 5, 2023

From: Kacey Roman, Director of Building and Code

Staff Recommendation: Recommendation to approve modification of ordinance

Item Summary: There has been a citizen request made to allow for the development of Mini-Storage Units in the C-2 Zone. City Ordinance currently prohibits this, as it is not a Permitted Use.

Background Information: The current Zoning Ordinance does not have Mini-Warehouse Self Storage as a permitted use. This type of business is currently only allowed in C-3 and Industrial Zones. This would affect a proposed Mini-Warehouse development which would be located at 1915 N. Brazosport Blvd. Current City Ordinance prohibits this development, since it is in a C-2 Zone.

Special Considerations: There is currently a Mini-Storage facility already in the W-2 Zone, at 2101 N. Brazosport Blvd. Area Mini Storage.

Financial Impact:

Board or 3rd Party recommendation: The Planning and Zoning Commission voted to approve this ordinance change on May 23, 2023. Their recommendation is to allow Mini-Warehouse Storage Units in the C-2 Zone as a permitted use. With a vote of 3-2. Saccamano and Dill voting no.

Supporting Documentation: attached

ORDINANCE NO. 2023-2696

AN ORDINANCE AMENDING THE CITY OF FREEPORT'S ZONING ORDINANCE BY AMENDING SECTIONS 155.401 – LAND USE TABLE, SPECIFICALLY TABLE 155.401-1, PERMITTED USES BY DISTRICT, BY REVISING THE MINI-WAREHOUSE USE IN THE "SELF-SERVICE STORAGE" CATEGORY IN THE GENERAL COMMERCIAL DISTRICT (SYMBOL "C-2"), BY PERMITTING SUCH MINI-WAREHOUSE USE BY "PERMITTED USE" (SYMBOL "P") FOR SUCH DISTRICT; CONTAINING A PREAMBLE; CONTAINING A SEVERANCE CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, the City of Freeport (the "City") recognizes that mini-warehouse storage units may be appropriate for certain property located in the General Commercial District ("C-2");

WHEREAS, the City Council seeks to allow that use of such mini-warehouse storage units through permitted use in C-2 District in order to ensure the appropriate development of such units and protect the general aesthetics for the surrounding properties;

WHEREAS, the City may establish by ordinance, general rules and regulations governing the zoning of land within its corporate limits in order to promote the health, safety, and general welfare of the City and to promote the safe, orderly and healthful development of the City; and

WHEREAS, the City Council has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the good government, peace and order the City; and

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

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

Section 1. The findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

Section 2. Section 155.401 – Land Use Table of the Code of Ordinances of the City is hereby amended by revising the Mini-Warehouse use in the “Self-Service Storage” category under Commercial and Office to now be designated as “Permitted Use” or “P,” specifically by adding same to Table 155.401-1, Permitting Uses by District.

Section 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Section 5. This Ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2023.

Brooks Bass, Mayor

ATTEST:

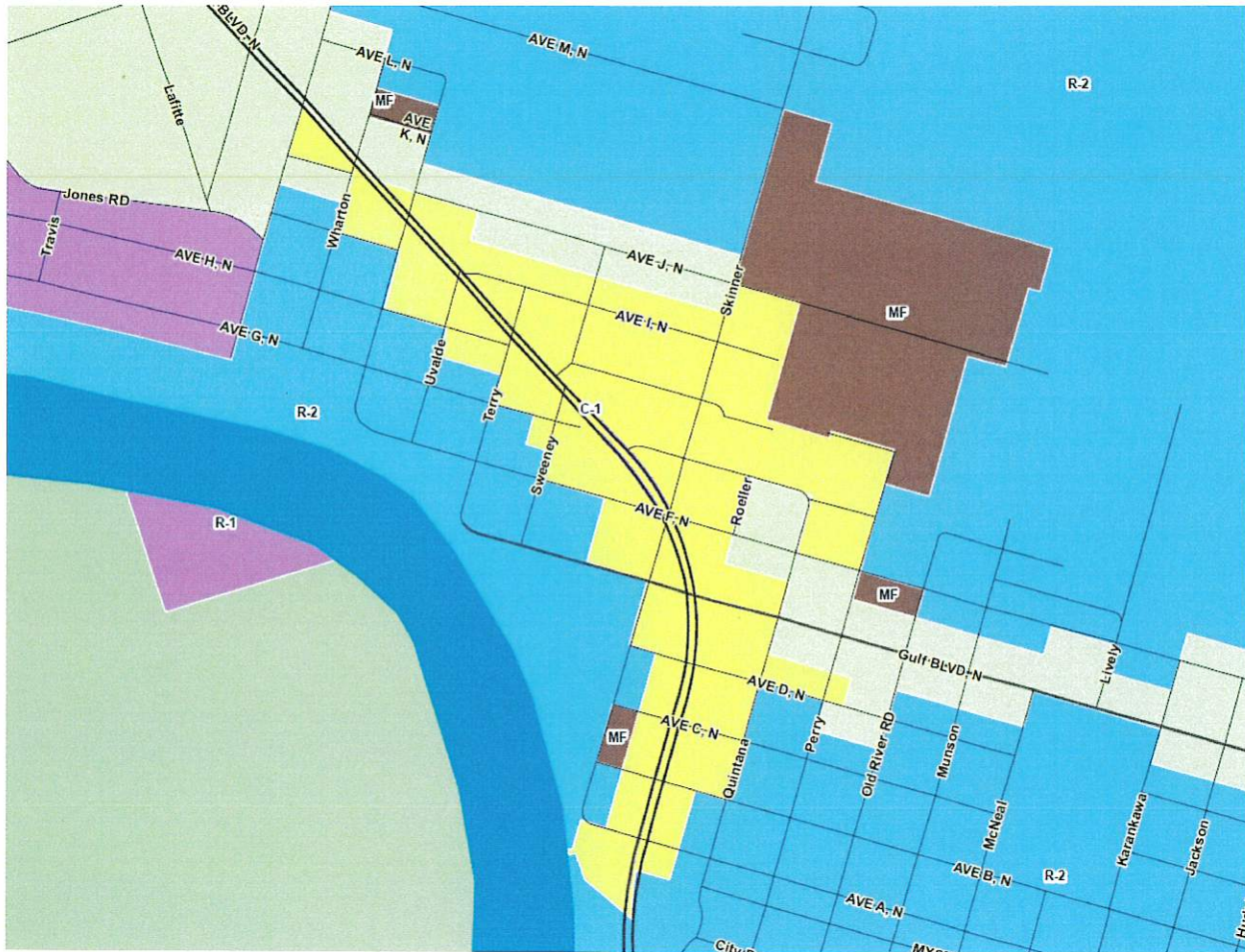
Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

David W. Olson, Interim City Attorney

**Table 155.401-1,
Permitted Uses by District**

| Use Category | Land Use ¹ | Residential | | | | | Mixed-Use and Non-Residential | | | | | Use-Specific Standards ² | Parking ³ (155.600) | |
|----------------------|--|-------------|----|----|-----|----|-------------------------------|-----|-----|-----|-----|-------------------------------------|-----------------------------------|--|
| | | R1 | R2 | MH | W-R | MF | DT | C-1 | C-2 | C-3 | W-1 | | | IN |
| Self-Service Storage | Boat or Recreational Vehicle Outdoor Storage | -- | -- | -- | -- | -- | -- | -- | -- | P | P | P | -- | 1 / 350 sq ft office area plus 1 per 2,500 sq ft outdoor storage |
| | Mini-Warehouse | -- | -- | -- | -- | -- | -- | -- | -- | P | -- | P | -- | 1 / 350 sq ft office area plus 1 / 20 storage stalls |





City Council Agenda Item # 13

Title: Consideration and possible action on allowance for drive-through and drive-in restaurants in C-1 Zones as a Permitted use.

Date: June 5, 2023

From: Kacey Roman, Director of Building and Code

Staff Recommendation: Recommendation to approve modification of ordinance

Item Summary: There has been a request made to allow for the development of Drive-Through and Drive-in restaurants in the C-1 Zone as a Permitted use. City Ordinance currently prohibits this, as it is not a Permitted Use.

Background Information: The current Zoning Ordinance does not have Drive-Through and Drive-in restaurants as a permitted use in the C-1 Zone. (Please see Table 155.401-1 on the following page.) This prohibits the ability for future Drive-In and Drive-Through restaurants such as Sonic, etc to be constructed in these areas. For example, most of the highway frontage road known as Brazosport Blvd is a C-1 Zone.

Special Considerations: There are currently Drive-Through and Drive In restaurants in the C-1 Zone. These are now considered existing non-conforming per ordinance.

Financial Impact: N/A

Board or 3rd Party recommendation: The Planning and Zoning Commission voted to approve this ordinance change on May 23, 2023

Supporting Documentation: Attached

ORDINANCE NO. 2023-2697

AN ORDINANCE AMENDING THE CITY OF FREEPORT'S ZONING ORDINANCE BY AMENDING SECTIONS 155.401 – LAND USE TABLE, SPECIFICALLY TABLE 155.401-1, PERMITTED USES BY DISTRICT, BY REVISING THE RESTAURANT, DRIVE-IN OR DRIVE-THROUGH USE IN THE "RESTAURANT" CATEGORY IN THE RETAIL BUSINESS DISTRICT (SYMBOL "C-1"), BY PERMITTING BY RIGHT SUCH USES (SYMBOL "P") FOR THE RETAIL BUSINESS DISTRICT; CONTAINING A PREAMBLE; CONTAINING A SEVERANCE CLAUSE; FINDING THAT THE MEETING AT WHICH THIS ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW AND PROVIDING THAT THIS ORDINANCE SHALL TAKE EFFECT AND BE IN FORCE FROM AND AFTER ITS DESCRIPTIVE CAPTION HAS BEEN PUBLISHED TWICE IN THE BRAZOSPORT FACTS.

WHEREAS, the City of Freeport (the "City") recognizes that restaurant use, including drive-in restaurants, is an appropriate use for the Retail Business District ("C-1");

WHEREAS, the City Council seeks to allow restaurant uses as permitted by right in the C-1 District;

WHEREAS, the City may establish by ordinance, general rules and regulations governing the zoning of land within its corporate limits in order to promote the health, safety, and general welfare of the City and to promote the safe, orderly and healthful development of the City; and

WHEREAS, the City Council has determined, based upon the findings stated above, that the regulations established by this Ordinance are necessary for the good government, peace and order the City; and

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

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

Section 1. The findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

Section 2. Section 155.401 – Land Use Table of the Code of Ordinances of the City is hereby amended by revising the Restaurant, Drive-In or Drive-Through uses in the “Restaurant” category under Commercial and Office to now be designated as “Permitted by Right” or “P,” specifically by adding same to Table 155.401-1, Permitting Uses by District.

Section 3. It is hereby declared to be the intention of the City Council that the sections, paragraphs, sentences, clauses, and phrases of this Ordinance are severable and, if any phrase, clause, sentence, paragraph or section of this Ordinance should be declared invalid by the final judgement or decree of any court of competent jurisdiction, such invalidity shall not affect any of the remaining phrases, clauses, sentences, paragraphs, and sections of this Ordinance.

Section 4. All Ordinances or parts thereof in conflict herewith are repealed to the extent of such conflict only.

Section 5. This Ordinance shall take effect and be in force from and after the descriptive caption of this ordinance has been published twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this ____ day of _____, 2023.

Brooks Bass, Mayor

ATTEST:

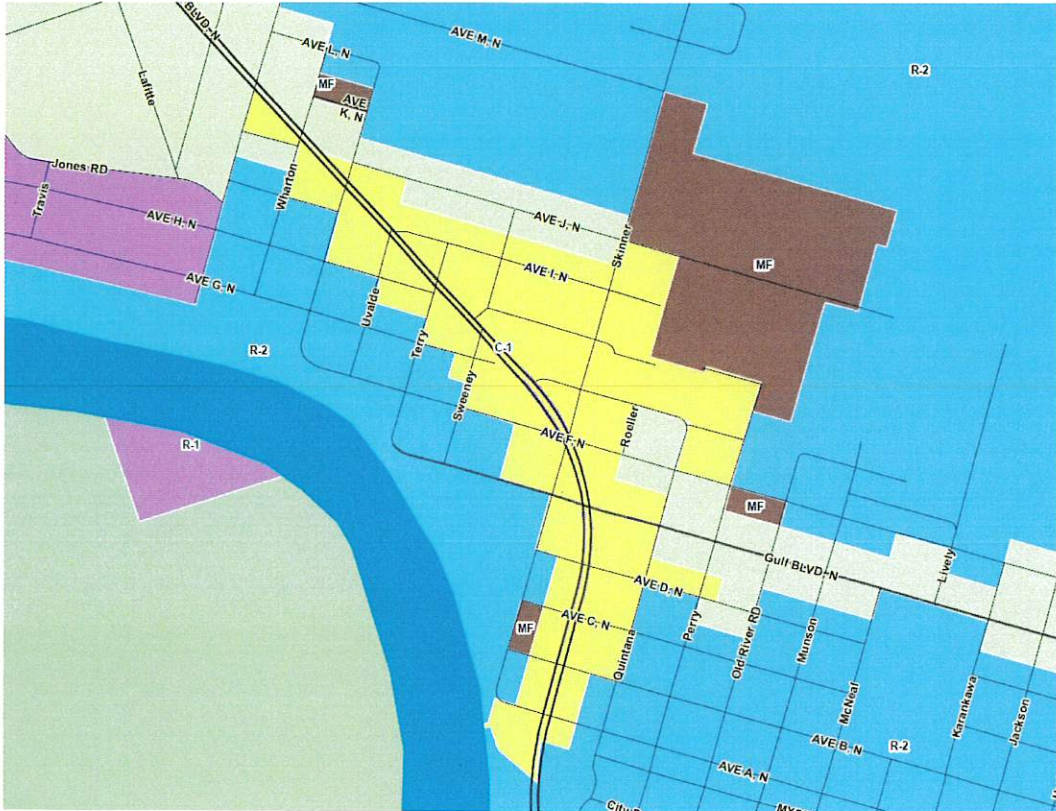
Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

David W. Olson, Interim City Attorney

**Table 155.401-1,
Permitted Uses by District**

| Use Category | Land Use ¹ | Residential | | | | | Mixed-Use and Non-Residential | | | | | Use-Specific Standards ² | Parking ¹ (155.600) | |
|--------------|---------------------------------------|-------------|----|----|-----|----|-------------------------------|-----|-----|-----|-----|-------------------------------------|-----------------------------------|-------|
| | | R1 | R2 | MH | W-R | MF | DT | C-1 | C-2 | C-3 | W-1 | | | IN |
| Restaurant | Restaurant, Dine-In | -- | -- | -- | -- | -- | P | P | P | P | P | P | -- | 1/100 |
| | Restaurant, Drive-In or Drive-Through | -- | -- | -- | -- | -- | -- | -- | P | P | P | P | -- | 1/100 |





City Council Agenda Item # 14

Title: Consideration and Possible Action approving ordinance amending the short-term rental ordinance.

Date: June 5, 2023

From: Tim Kelty, City Manager
Kacey Roman, Community Development Director

Staff Recommendation: Staff Recommends approval of the Ordinance.

Item Summary: This Ordinance amends the Short-term rental regulations that were adopted last year by the following:

1. Short-term rental owners are required to notify the city within 10 days of a change to the local responsible party,
2. The licensing and operation of short-term rentals are limited by distance from other short-term rentals. This item currently has a blank in the ordinance Council will have to debate and if adopted decide a number to insert into this field. The Bridge Harbor residents we met with were requesting 200 feet.
3. Occupancy of short-term rentals is clarified,
4. The number of vehicles and parking for short-term rentals is regulated, and
5. Posting of short-term registration and guidelines for short term rental is clarified.

Background Information: Short-term rentals defined as a residential that is rented to an occupant for a term fewer than 28 days and not defined as a hotel or motel. Short-term rentals are a valuable asset in a community as a way of supporting tourism, but since often times they are mixed in with other owner occupied residential or commercial uses, they can become a nuisance to those other properties, interfering with the normal enjoyment by their conventional occupants. Bridge Harbor residents came before council last year raising the concern of the growing short-term rental use and issues that were resulting regarding noise, trash, and parking. As a result, the city adopted regulations requiring short-term rentals be registered and conform to certain requirements in order to be used in this manner.

Last month residents of Bridge Harbor met with Staff, Mayor Bass and Councilman Rossow. Issues have persisted in regard to short-term rentals, and it was determined that additional clarification and specific changes to the ordinance would improve the regulations' enforceability.

Special Considerations: Currently, 13 short-term rentals have registered, and been approved following inspection. 3 new short-term rentals have recently been identified and are working toward compliance. Five short-term rentals have refused to comply after 9 months and will be issued citations for non-compliance.

Financial Impact: Unknown. Under state law short term rentals are required to collect and pay Hotel Occupancy tax to the state and local governments. Prior to this ordinance being adopted, they had not been paying HOT taxes, but it is a requirement of maintaining their permit which is issued annually

Board or 3rd Party recommendation: None.

Supporting Documentation: Ordinance

ORDINANCE NO. 2023-2698

AN ORDINANCE AMENDING CHAPTER 124, "SHORT-TERM RENTAL FACILITIES" CONTAINED IN TITLE 11 "BUSINESS REGULATIONS" OF THE CODE OF ORDINANCES OF THE CITY OF FREEPORT, TEXAS, TO AMEND REQUIREMENTS AND REGULATIONS RELATED TO SHORT TERM RENTALS; REPEALING ALL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HEREWITH; PROVIDING A SEVERABILITY CLAUSE; PROVIDING FOR PENALTIES; AND FINDING AND DETERMINING THAT THE MEETING AT WHICH THE ORDINANCE WAS PASSED WAS OPEN TO THE PUBLIC AND PROPERLY PUBLISHED FOR HEARING AS REQUIRED BY LAW.

WHEREAS, the City Council (the "Council") of the City of Freeport, Texas (the "City"), determines it in the best interest of the health, safety, and welfare of the citizens of the City to amend the City's Code of Ordinances (the "Code") related to the location, registration, permitting, and operation of short-term rentals in the City; and

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

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

Section 1. The findings and recitations set out in the preamble to this ordinance are found to be true and correct and they are hereby adopted by the City Council and made part hereof for all purposes.

Section 2. Section 124.10, "Designation of local responsible party required" of Chapter 124 "Short-term Rental Facilities" in Title 11 " Business Regulations" of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

Section 124.10 Designation of local responsible party required

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must reside in Brazoria County, Texas and be available to be reached in person or by phone on a 24 hour basis, 365 days of the year. If called, a local responsible party must be able to and shall be present at the premises within one (1) hour of call from Administrator, or his designee. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this chapter. The owner has a duty to notify the City within ten (10) calendar days, in writing, of any change to the designated local responsible party. Failure to notify the City within

ten (10) calendar days of changes to the designated local responsible party shall be grounds for permit suspension.

Section 3. Section 124.16, "Restrictions on number of occupants" of Chapter 124 "Short-term Rental Facilities" in Title 11 "Business Regulations" of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

Section 124.16 Limitations on location, number of occupants, and vehicles.

A. *Location.* No Short-Term Rental shall be located within _____ feet of another Short Term Rental measured from the nearest property line to the nearest property line.

B. *Previously existing Short-Term Rentals.* A Short-Term Rental property in existence prior to the effective date of this ordinance, whether owner occupied or non-owner occupied, is not subject to the _____-foot spacing requirement.

C. *Existing Short-Term Rentals.* An existing short-term rental is allowed to continue, subject to the following:

1. An owner/operator must provide a sworn affidavit and demonstrate to the satisfaction of the City Manager or their designee that the Short-Term Rental was being used as a Short-Term Rental on a continuous basis for the twelve (12) months preceding the effective date of this Ordinance;

2. An owner/operator, within ninety (90) days of the adoption date of this Ordinance, must apply for an Existing Short-Term Rental permit on an application provided for by the City. An existing Short-Term Rental shall be considered a new Short-Term Rental if the operator fails to obtain a permit within the 90-day period of time; and

3. An owner/operator pays the permit fee as required by this ordinance.

C. *Occupants Per Bedroom.* It shall be unlawful for an owner or person to rent, allow, provide, or advertise for more than two (2) persons per bedroom, plus two (2) additional persons, when using the premises as a short-term rental.

D. *Total Occupants.* Regardless of the number of bedrooms at the premises, it shall be unlawful:

1. For more than twelve (12) persons (including children), to occupy a short-term rental at any one time; or

2. For the owner or operator to allow, suffer or permit the number of occupants living, sleeping within or possessing a short-term rental to exceed the maximum occupancy shown on the short-term rental permit or renewal permit.

E. *Prima Facie Evidence.* A visual inspection of more than twelve (12) persons by a city employee at the premises is prima facie evidence of and shall be probable cause to issue a citation for a violation of this subsection D.

F. *Number of vehicles.* Unless limited by subsection G, the maximum amount of motor vehicles allowed at a short-term rental shall be limited to the number of vehicles that can be accommodated within the garage and driveway, without extending over the public rights of way and designated on-street parking directly contiguous to the boundary lines of the premises.

G. *Number of vehicles - Bridge Harbor.* The maximum amount of motor vehicles allowed at a short-term rental in Bridge Harbor shall be limited to the number of vehicles that can be accommodated within the garage and driveway, without extending over the public rights of way.

F. *Parking by Renters.* Parked vehicles shall not prevent or obstruct ingress and egress to the neighboring properties or to emergency and/or fire vehicles.

Section 4. Section 124.23, "Permit to be displayed" of Chapter 124 "Short-term Rental Facilities" in Title 11 " Business Regulations" of the Code of Ordinances of the City of Freeport, Texas, is hereby amended to read as follows:

Section 124.23 Permit and notice of instructions to be displayed.

A. A copy of the approved short-term rental permit and notice of instructions as defined in section 124.22 shall be posted at a conspicuous location:

1. inside the front entrance(s) to the short-term rental; and
2. outside within two (2) feet of the front entrance(s) to the short-term rental.

B. Outdoor postings under this section shall be laminated and enclosed in a weatherproof container or frame that does not block visibility.”

Section 5. This ordinance shall be and is hereby declared to be cumulative of all other ordinances of the City of Freeport and this ordinance shall not operate to repeal or affect any of such other ordinances except insofar as the provisions thereof might be inconsistent or in conflict with the provisions of this ordinance, in which event such conflicting provisions, if any, in such other ordinance or ordinances are hereby repealed.

Section 6. If any section, subsection, sentence, clause or phrase of this ordinance is for any reason held to be unconstitutional, such holding shall not affect the validity of the remaining portions of this ordinance.

Section 7. All of the regulations provided in this ordinance are hereby declared to be governmental and for the health, safety and welfare of the general public. Any member of the City Council or any City official or employee charged with the enforcement of this ordinance, acting

for City of Freeport in the discharge of his/her duties, shall not thereby render himself/herself personally liable; and he/she is hereby relieved from all personal liability for any damage that might accrue to persons or property as a result of any act required or permitted in the discharge of his/her said duties.

Section 8. Any violation of this ordinance can be enjoined by a suit filed in the name of the City of Freeport in a court of competent jurisdiction, and this remedy shall be in addition to any penal provision in this ordinance or in the Code of the City of Freeport.

Section 9. This ordinance shall take effect and be in force immediately upon its passage and publication of its descriptive caption twice in the Brazosport Facts.

READ, PASSED AND ADOPTED this _____th day of June, 2023

Brooks Bass, Mayor

ATTEST:

Betty Wells, City Secretary

APPROVED AS TO FORM ONLY:

David Olson, City Attorney

Section 124.10 Designation of local responsible party required

An owner must designate the name and contact information of a local responsible party who can be contacted regarding immediate concerns and complaints from the public. Said individual must reside in Brazoria County, Texas and be available to be reached in person or by phone on a 24 hour basis, 365 days of the year. If called, a local responsible party must be able to and shall be present at the premises within one (1) hour of call from Administrator, or his designee. A local responsible party must be authorized to make decisions regarding the premises and its occupants. A local responsible party may be required to, and shall not refuse to, accept service of citation for any violations on the premises. Acceptance of service shall not act to release owner of any liability under this chapter. The owner has a duty to notify the City within ten (10) calendar days, in writing, of any change to the designated local responsible party. Failure to notify the City within ten (10) calendar days of changes to the designated local responsible party shall be grounds for permit suspension.

Section 124.16 Restrictions Limitations on location, number of occupants, and vehicles

A. Location. No Short-Term Rental shall be located within _____ feet of another Short Term Rental measured from the nearest property line to the nearest property line.

B. Previously existing Short-Term Rentals. A Short-Term Rental property in existence prior to the effective date of this ordinance, whether owner occupied or non-owner occupied, is not subject to the _____-foot spacing requirement.

C. Existing Short-Term Rentals. An existing short-term rental is allowed to continue, subject to the following:

1. An owner/operator must provide a sworn affidavit and demonstrate to the satisfaction of the City Manager or their designee that the Short-Term Rental was being used as a Short-Term Rental on a continuous basis for the twelve (12) months preceding the effective date of this Ordinance;

2. An owner/operator, within ninety (90) days of the adoption date of this Ordinance, must apply for an Existing Short-Term Rental permit on an application provided for by the City. An existing Short-Term Rental shall be considered a new Short-Term Rental if the operator fails to obtain a permit within the 90-day period of time; and

3. An owner/operator pays the permit fee as required by this ordinance.

D. Occupants Per Bedroom. It shall be unlawful for an owner or person to rent, allow, provide, or advertise for more than two (2) persons per bedroom, plus two (2) additional persons, when using the premises as a short-term rental.

E. Total Occupants. Regardless of the number of bedrooms at the premises, it shall be unlawful:

1. For more than twelve (12) persons (including children), to occupy a short-term rental at any one time; or
2. For the owner or operator to allow, suffer or permit the number of occupants living, sleeping within or possessing a short-term rental to exceed the maximum occupancy shown on the short-term rental permit or renewal permit.

F. *Prima Facie Evidence.* A visual inspection of more than twelve (12) persons by a city employee at the premises is prima facie evidence of and shall be probable cause to issue a citation for a violation of this subsection E.

G. *Number of vehicles.* Unless limited by subsection G, the maximum amount of motor vehicles allowed at a short-term rental shall be limited to the number of vehicles that can be accommodated within the garage and driveway, without extending over the public rights of way and designated on-street parking directly contiguous to the boundary lines of the premises.

H. *Number of vehicles - Bridge Harbor.* The maximum amount of motor vehicles allowed at a short-term rental in Bridge Harbor shall be limited to the number of vehicles that can be accommodated within the garage and driveway, without extending over the public rights of way.

I. *Parking by Renters.* Parked vehicles shall not prevent or obstruct ingress and egress to the neighboring properties or to emergency and/or fire vehicles.

Section 124.23 Permit and notice of instructions to be displayed.

A. A copy of the approved short-term rental permit and notice of instructions as defined in section 124.22 shall be posted at a conspicuous location:

1. inside the front entrance(s) to the short-term rental; and
2. outside within two (2) feet of the front entrance(s) to the short-term rental.

B. Outdoor postings under this section shall be laminated and enclosed in a weatherproof container or frame that does not block visibility.



City Council Agenda Items # 15

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

Date: June 5, 2023

From: Robert Johnson, FEDC Executive Director

Staff Recommendation: Staff recommends City Council consider the Resolution for first 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. 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. This is the first 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 FEDC 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 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;
- 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 3rd 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:

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 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 Place 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 Place 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 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. 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;
- 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 | CONSTRUCTION PLANS |
| 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 |



City Council Agenda Items # 16

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

Date: June 5, 2023

From: Betty Wells, City Secretary

Staff Recommendation:

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

Item Summary:

Terms have expired on each of the Boards and Commissions. These terms expired on May 31, 2023. Additionally, there are positions left vacant due to members stepping down before their term expired. At the time of this memo the city has received applications from individuals who are interested in serving on these Boards and Commissions.

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

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.

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

Background Information: None

Special Consideration: Additionally, the City has the Library Board as well as the Parks and Beautification Committee. Those Boards are supposed to be comprised of 7 members each. At this point we fell far short of applicants for either of these boards, to even to have a quorum

Financial Impact: None

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

RESOLUTION NO. 2023-2796

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

WHEREAS, the term of office has expired for the Freeport Board of Adjustments members **Billy Toomer, Sammie Moore, Mario Muraira (Alt), and Barry Simmons**, and with the resignation of **George Matamoros** whose term expires in May 31, 2024, leaving five (5) positions for appointment this year; and,

WHEREAS, according to City Ordinance the city council of the City shall appoint five (5) board members and two (2) alternates to serve on the Board, each for a two-year term; and fill the remainder of term for George Matamoros ending May 31, 2024 and,

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

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

SECTION ONE (1): APPOINTMENT

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

| | |
|------------|--|
| Name _____ | Term expiration <u>5/31/2025</u> (Reg / ALT) |
| _____ | <u>5/31/2025</u> (Reg / ALT) |
| _____ | <u>5/31/2025</u> (Reg / ALT) |
| _____ | <u>5/31/2025</u> (Reg / ALT) |
| _____ | <u>5/31/2025</u> (reg / ALT) |

SECTION TWO (2): DUTIES

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

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2023.

APPROVED:

Brooks Bass, Mayor
City of Freeport, Texas

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

RESOLUTION NO. 2023-2797

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

WHEREAS, the term of **David McGinty, Ronnie Martin, Margaret McMahan, Douglas Dominguez, William Leitch, and Olivia Kloss** board member(s) of The Freeport Historic Commission and Main Street Board of the City of Freeport, Texas ("the City") have expired;

WHEREAS, the term of appointment of the above members(s) 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.

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 Historic Commission and Main Street 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 Historic Commission and Main Street Board of the City by law.

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2023.

APPROVED :

Brooks Bass, Mayor
City of Freeport, Texas

ATTEST :

Betty Wells, City Secretary
City of Freeport, Texas

RESOLUTION NO. 2023-2798

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

WHEREAS, the term of office of the members, **Sandra Barbree, Shonda Marshall, Melanie Oldham, Ana Silbas** and **Sam Reyna** named member(s) of The Charter Review Board of the City of Freeport, Texas ("the City") has expired;

WHEREAS, the term of appointment of the above member(s) terminates on May 31, 2023 the City desires to appoint/re-appoint the below named qualified person(s) as member(s) of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person(s) to the Charter Review Board of the City for a term of two (2) years which expires on May 31, 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 Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2023.

Brooks Bass, Mayor
City of Freeport, Texas

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

RESOLUTION NO. 2023-2799

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

WHEREAS, the term of office of the **Ona Johnson, Sammye Moore, Sandra Childress, Jane Hawkins, and 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

RESOLUTION NO. 2023-2800

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

WHEREAS, the term of office of the **Karla Clark**, and **Jim Saccamano**, named member(s) of The Planning Commission of the City of Freeport, Texas ("the City") has expired, of the appointed term;

WHEREAS, the term of appointment of the above member(s) terminates on May 31, 2023 the City desires to appoint the below named qualified person(s) as member of said committee.

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints or reappoints the following named qualified person(s) to the Planning Commission of the City for the two-year term, 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 appointees shall perform all of the duties imposed on members of the Planning Commission of the City by law and the ordinances and resolutions of the City.

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2023.

Brooks Bass, Mayor
City of Freeport, Texas

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

RESOLUTION NO. 2023-2801

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

WHEREAS, the term of office of the **Josh Mitchell, Sandra Loeza, Mingo Marquez and Shonda Marshall** board directors of The Freeport Economic Development Corporation of the City of Freeport, Texas ("the City") has expired of the appointed term;

WHEREAS, the term of appointment of the above director(s) terminates on May 31, 2023;

WHEREAS, the above director(s) **Josh Mitchell, Sandra Loeza, Mingo Marquez and Shonda Marshall** holds the position of an "A" director, of which the term of "A" directors expires in odd numbered years;

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

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

SECTION ONE (1): APPOINTMENT

The City Council of the City hereby nominates, constitutes and appoints the following named qualified person to the Freeport Economic Development Corporation of the City for the of a term of two (2) years which expires on May 31, 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 Economic Development Corporation of the City by law.

SECTION THREE (3): OATH OF OFFICE

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

READ, PASSED AND ADOPTED this ____ day of _____, 2023.

APPROVED:

Brooks Bass, Mayor
City of Freeport, Texas

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

| Planning Commission | |
|------------------------------------|-----------------|
| Name | Date Exp |
| Pamela Dancy | 05/24 |
| Karla Clark | 05/23 |
| Andrew Dill | 05/24 |
| Loren Eric Hayes | 05/24 |
| James Saccomanno | 05/23 |
| 6 NEW APPLICATION SUBMITTED | |
| Melanie Oldham | |
| Sandra Barbree | |
| Shanell Fuse | |
| Greg Bartosh | |
| James Saccomanno | |
| Ronald Bachman | |
| Karla Clark | |

| Economic Development | |
|--|-----------------|
| Name | Date Exp |
| George Matamoros | 05/24 |
| Kenneth Tyner | 05/24 |
| David McGinty | 05/24 |
| Josh Mitchell | 05/23 |
| Sandra Loeza | 05/23 |
| Mingo Marquez | 05/23 |
| Shonda Marshall | 05/23 |
| 20 NEW APPLICATIONS SUBMITTED | |
| Benjamin Angle | |
| Patricia Richardson | |
| Landis Adams | |
| Azar Essa | |
| Josh Mitchell | |
| Melanie Oldham | |
| Karla Clark | |
| Jack Bullman | |
| Manning Rollerson (withdrew application) | |
| Mark Parker | |
| Nicole Mireles | |
| Shonda Marshall | |
| Sandra Barbree | |
| Sandra Loeza | |
| Katherine Johnson | |
| Randy Johnson | |
| Mingo Marquez | |
| John M. Garza | |
| Shanell Fuse | |
| Sandra Leavey | |

| Board of Adjustment | |
|-------------------------------------|-----------------|
| Name | Date Exp |
| George Matamoros | Resigned |
| Kenneth Hayes | 05/24 |
| Billy Toomer | 05/23 |
| Sammye Moore | 05/23 |
| Mario Muraira (ALT) | 05/23 |
| Barry Simmons | 05/23 |
| Urbano Gomez | 05/24 |
| 8 NEW APPLICATIONS SUBMITTED | |
| Sammye Moore | |
| Lila Diehl | |
| Kenneth Hayes | |
| Jeff Pena | |
| William Leitch | |
| Karla Clark | |
| Nicole Mireles | |
| Shonda Marshall | |
| James Gossett, Jr. | |
| Barry Simmons | |

| Historical Commission & Main Street | |
|--|-----------------|
| Name | Date Exp |
| Sandra Barbree | 05/24 |
| Keith Stumbaugh | 05/24 |
| Irene Ocanas | 05/24 |
| David McGinty | 05/23 |
| Ronnie Martin | 05/23 |
| Margaret McMahan | 05/24 |
| Douglas Dominguez | 05/23 |
| William Leitch | 05/23 |
| Olivia Kloss | 05/23 |
| 17 NEW APPLICATIONS SUBMITTED | |
| Tyrone Morrow | |
| Ronnie Martin | |
| Douglas Dominguez | |
| Robert Johnson | |
| Sandra Wood-Wicke | |
| Jose Lopez | |
| Betty (Page) Alcala | |
| Ona Johnson | |
| Melanie Oldham | |
| Jeff Pena | |
| William Leitch | |
| Bejamin Angle | |
| April Murphree | |

| |
|----------------|
| Melanie Oldham |
| Brianna Sidney |
| Jack Bullman |
| Sandra Leavey |

| Charter Review | |
|------------------------------------|-----------------|
| Name | Date Exp |
| Sandra Barbree | 05/23 |
| Shonda Marshall | 05/23 |
| Melanie Oldham | 05/23 |
| Ana Silbas | 05/23 |
| Sam Reyna | 05/23 |
| 2 NEW APPLICATION SUBMITTED | |
| Shonda Marshall | |
| Theodore "Vince" Baker | |

| Senior Citizens | |
|-------------------------------------|-----------------|
| Name | Date Exp |
| Ona Johnson | 05/23 |
| Sammy Moore | 05/23 |
| Sandra Childress | 05/23 |
| Jane Hawkins | 05/23 |
| Dolores Knox | 05/24 |
| Valerie Crosby | 05/24 |
| Tanya Sharp | 05/23 |
| 8 NEW APPLICATIONS SUBMITTED | |
| Jane Hawkins | |
| Sandra Childress | |
| Deana Cardoza | |
| Tanya Sharp | |
| Ona Johnson | |
| Sammye Moore | |
| Brianna Sidney | |
| Theodore "Vince" Baker | |

| Library Board |
|-------------------------------------|
| 2 NEW APPLICATIONS SUBMITTED |
| Melanie Oldham |
| Brianna Sidney |

| Beautification/ Parks & Rec (Not Active) |
|---|
| Randy Johnson |
| Katherine Johnson |
| Theodore "Vince" Baker |

| |
|-----------------------------------|
| Urban Renewal (Not Active) |
|-----------------------------------|

| |
|--------------|
| Shanell Fuse |
|--------------|