



**City of Freeport**  
Meeting and/or Executive Session Agenda

This meeting will be live streamed via YouTube Live and may be accessed on the City of Freeport Facebook page: <https://www.facebook.com/freeporttexas> or by visiting <https://www.youtube.com/@cityoffreeporttx8375/streams>

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Monday, March 2, 2026, 6:00 PM | Council Chamber | 430 North Brazosport Blvd. , Freeport, Texas 77541

In accordance with Section 551.043 of the Texas Government Code, this agenda has been posted at Freeport City Hall, and distributed to the appropriate news media within the required time frame. All meetings of the Freeport City Council are open to the public. Public participation and written comments are invited on all open session business items.

The Mayor and City Council request that cell phones be turned off or set to vibrate. Members of the audience are requested to step outside to conduct a phone conversation. The Council Chamber is wheelchair accessible and special parking is available outside the building. If special accommodation is required, please contact the City Secretary a minimum of 72 hours in advance at 979-233-3526.

**1: Call to Order:**

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- 1A. Call to Order - Jerry Cain, Mayor
- 1B. Invocation - Councilman
- 1C. Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.
- 1D. Matters Subsequent to Posting.
- 1E. Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

**2: Proclamations - Presentations and Updates**

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- 2A. Presentation by Perdue Brandon Fielder Collins & Mott LLP regarding Collections-Mike Darlow and Hayden P. Bartley
- 2B. Upcoming Events -
  - Dinosaur George, Freeport Historical Museum, March 6 and 7, 10:00A.M.-4:00P.M.
  - Watercolor Workshop, Freeport Recreation Center, March 6, 12:00P.M.-3:00P.M.
  - Senior Citizens Egg-Stravaganza Prep Party, Freeport RiverPlace, March 16, 10:00A.M.-12:00P.M.
  - Move & Groove, Freeport Downtown, March 21, 7:30A.M.
  - Blue Santa Annual Golf Fundraiser, Freeport Golf Course, March 27, 7:00A.M.-4:00P.M.
  - Easter Eggstravaganza, Freeport Municipal Park, March 28, 9:00A.M.

### **3: Consent Agenda:**

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All items listed are part of the Consent Agenda. Public Hearing and review are held collectively unless opposition is presented, in which case the contested item will be heard separately.

- 3A. Action regarding Minutes, February 13, 2026 and February 17, 2026-Clarisa Fernandez, City Secretary
- 3B. Approval of Road Closures for Move & Groove Downtown, Saturday, March 21, 2026, from 7:00 AM- 10:00 AM-Main Street Coordinator, Maria Lopez

### **4: Business**

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- 4A. Consideration and possible action approving a contingent fee contract with Perdue Brandon Fielder Collins & Mott LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to the City of Freeport and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.(Ashlee Hurst)
- 4B. Consideration and possible action approving the purchase of dispatch radio console equipment.(Chief Jennifer Howell)
- 4C. Consideration and possible action for the purchase of an additional patrol vehicle for the Police Department.(Chief Jennifer Howell)
- 4D. Consideration and possible action to authorize Kimley-Horn to conduct Multi-Way Stop Control Analyses at Walnut Street & 7th Street and Walnut Street & 8th Street, and approval of a budget amendment in the total combined amount of \$14,000.(Dr. Danielle Kelly)
- 4E. Consideration and possible action approving Resolution No. 2026-3037 for an Interlocal Agreement between the Cities of Clute, Freeport, and Lake Jackson for a Joint Industrial District Agreement.(Dr. Danielle Kelly)

### **5: Work Session**

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The City Council may deliberate and make inquiry into any item specifically listed as a Subsection under the itemized Sections A-F below, an item appearing on the City Council agenda for this meeting, on matters related to community events, or on matters that are not within the jurisdiction of the City for consideration by City Council. The City Council may not deliberate on any City matters not specifically disclosed under this Work Session or on this posted City Council Meeting agenda. City Council members and the Mayor always reserve the right to request that a matter be placed on a future agenda for consideration.

- A. Councilman Pena Ward A announcements and comments.
- B. Councilman Davis Ward B announcements and comments.
- C. Councilman Matamoros Ward C announcements and comments.
- D. Councilman Rossow Ward D announcements and comments.

- E. Mayor Jerry Cain announcements and comments.
- F. City Manager announcements and comments.

**6: Executive Session**

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The City Council may take action on any Executive Session item posted. 551.071. Texas Government Code. Consultation with Attorney. The City Council may convene in executive session to conduct a private consultation with its attorney on any legal posted agenda item, when the City Council seeks advice of its attorney about pending or contemplated litigation, a settlement offer, or on a matter in which the duty of the attorney to the governmental body under the Texas Disciplinary Rules of Professional Conduct of the State Bar of Texas clearly conflicts with the provisions of Chapter 551, including the following items:

**7: Reconvene into Open Session:**

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- 7A. Take any action resulting from Executive Session.

**8: Adjournment**

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- 8A. Adjournment – Jerry Cain, Mayor

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 consult with the city attorney or discuss any of the matters listed above, as authorized by Texas Government Code Sections 551.071 (Consultation with Attorney), but cannot vote or take action on any item unless it is set forth above in this agenda. 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).

CERTIFICATE I certify the foregoing notice was posted in the official glass case at the front door of the City Hall, with 24 hours a day public access, 1201 North Avenue H., Freeport Texas, 3 business days prior to meeting. in accordance with Open Meetings Act.



Clarisa Fernandez,  
City Secretary, City of Freeport, Texas





# City Council Agenda Item #[2.A]

**Title:** Presentation by Perdue Brandon Fielder Collins & Mott LLP regarding Collections-Mike Darlow and Hayden P. Bartley

**Date:** March 2, 2026

**From:** Ashlee Hurst, Finance Director

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**Staff Recommendation:** N/A

**Item Summary:** Presentation by Mike Darlow with Perdue, Brandon, Fielder, Collins & Mott, LLP regarding Collections Report.

**Background Information:** Perdue Brandon collects delinquent taxes, liens , utility collections and court fines and fees on behalf of the City.

The City’s collection of delinquent taxes contract allows Perdue Brandon to enforce, by suit or otherwise, the collection of all delinquent taxes, penalty and interest. Taxes that are delinquent as of July 1<sup>st</sup> each year are turned over to Perdue Brandon for collection.

The City’s collection of mowing, demolition & paving liens and/or assessments contract allows Perdue Brandon to use reasonable and necessary legal steps to effectively pursue the collection of mowing, demolition and paving liens and/or assessments due to the City.

**Special Considerations:** N/A

**Financial Impact:** Perdue, Brandon, Fielder, Collins and Mott, L.L.P. receives fees directly paid by the account holders; therefore, there are no direct costs associated with their services.

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**

1. Collection Report to City of Freeport February 2026



PERDUE BRANDON  
FIELDER COLLINS & MOTT LLP  
*ATTORNEYS AT LAW*

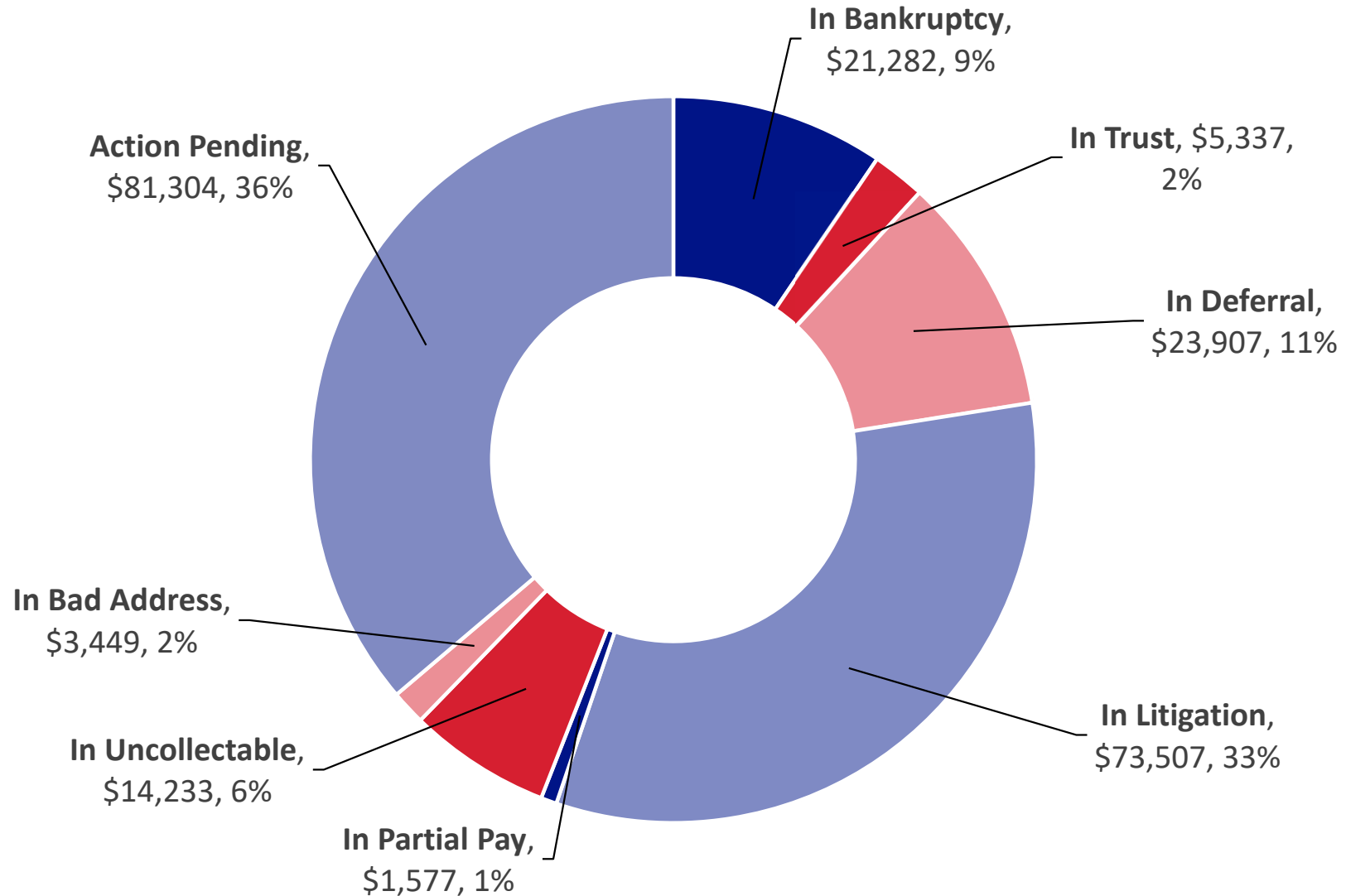
# COLLECTION REPORT TO THE CITY OF FREEPORT

Submitted by: *Michael J. Darlow & Hayden P. Bartley*  
*February 2026*  
*[www.pbfc.com](http://www.pbfc.com)*



# ACCOUNT BREAKDOWN CHART FOR CITY OF FREEPORT

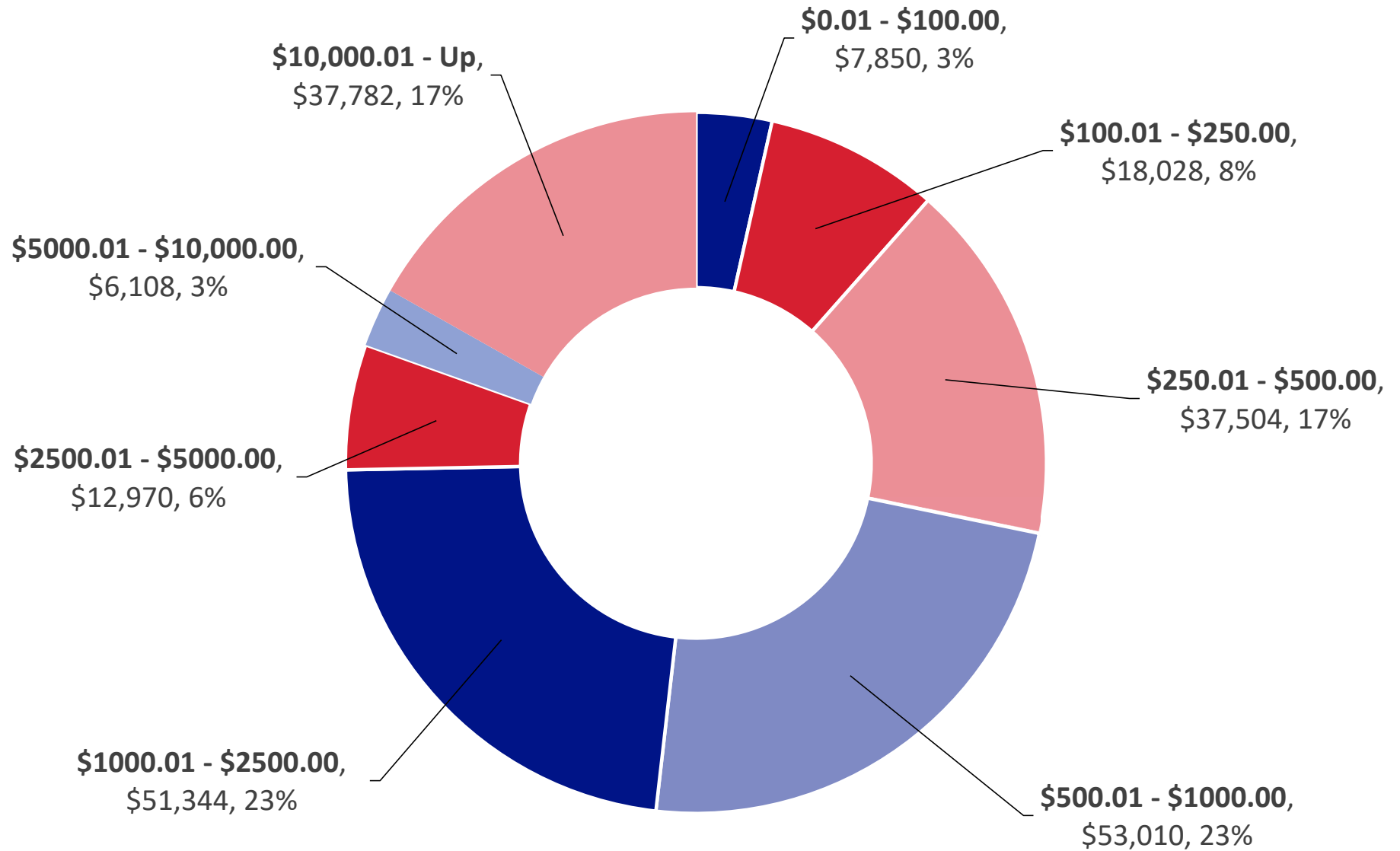
As of 02/09/2026 - Total Base Tax: \$224,596





# DOLLAR RANGE CHART FOR CITY OF FREEPORT

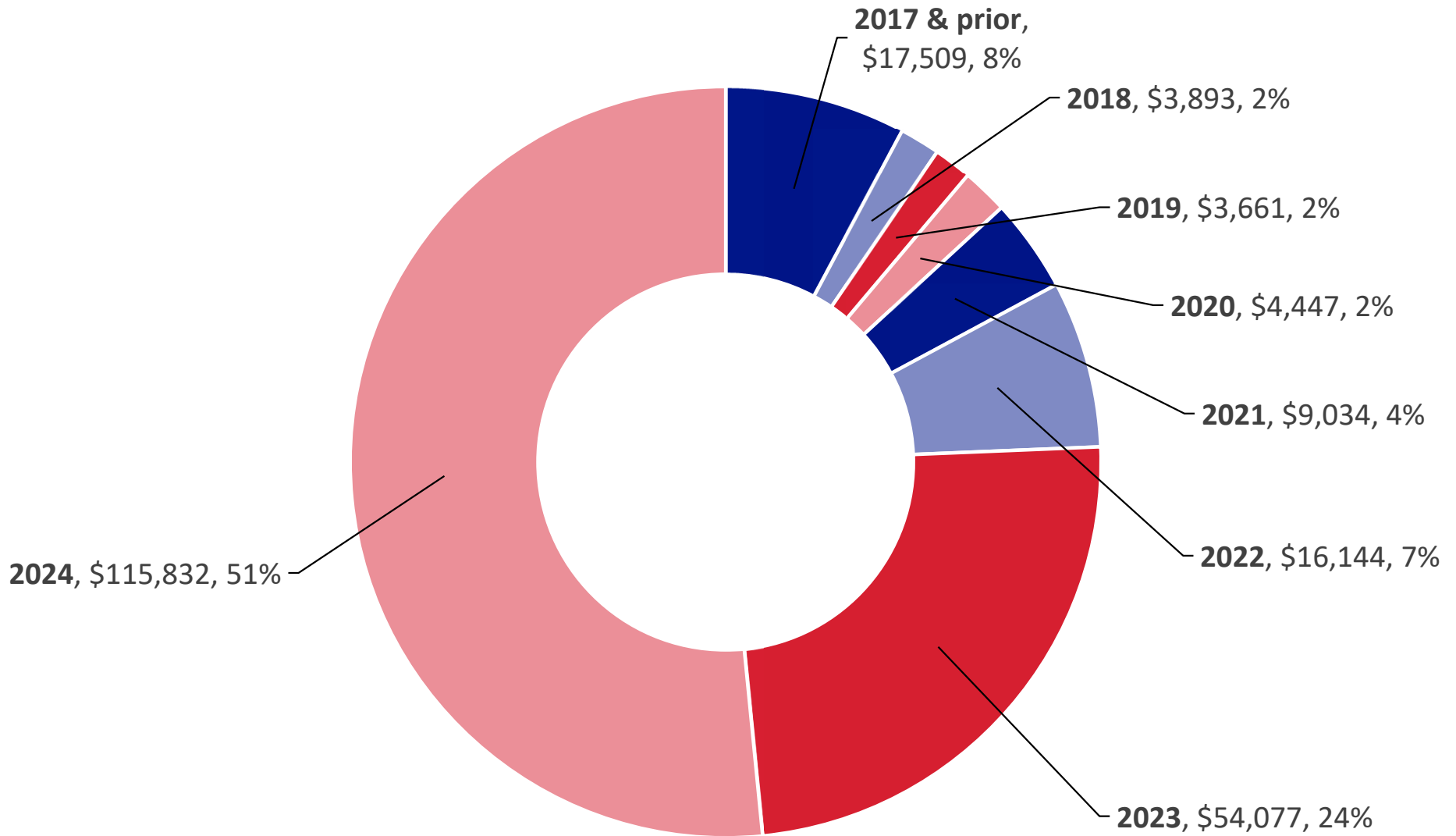
As of 02/09/2026 - Total Base Tax: \$224,596





# TAX YEAR CHART FOR CITY OF FREEPORT

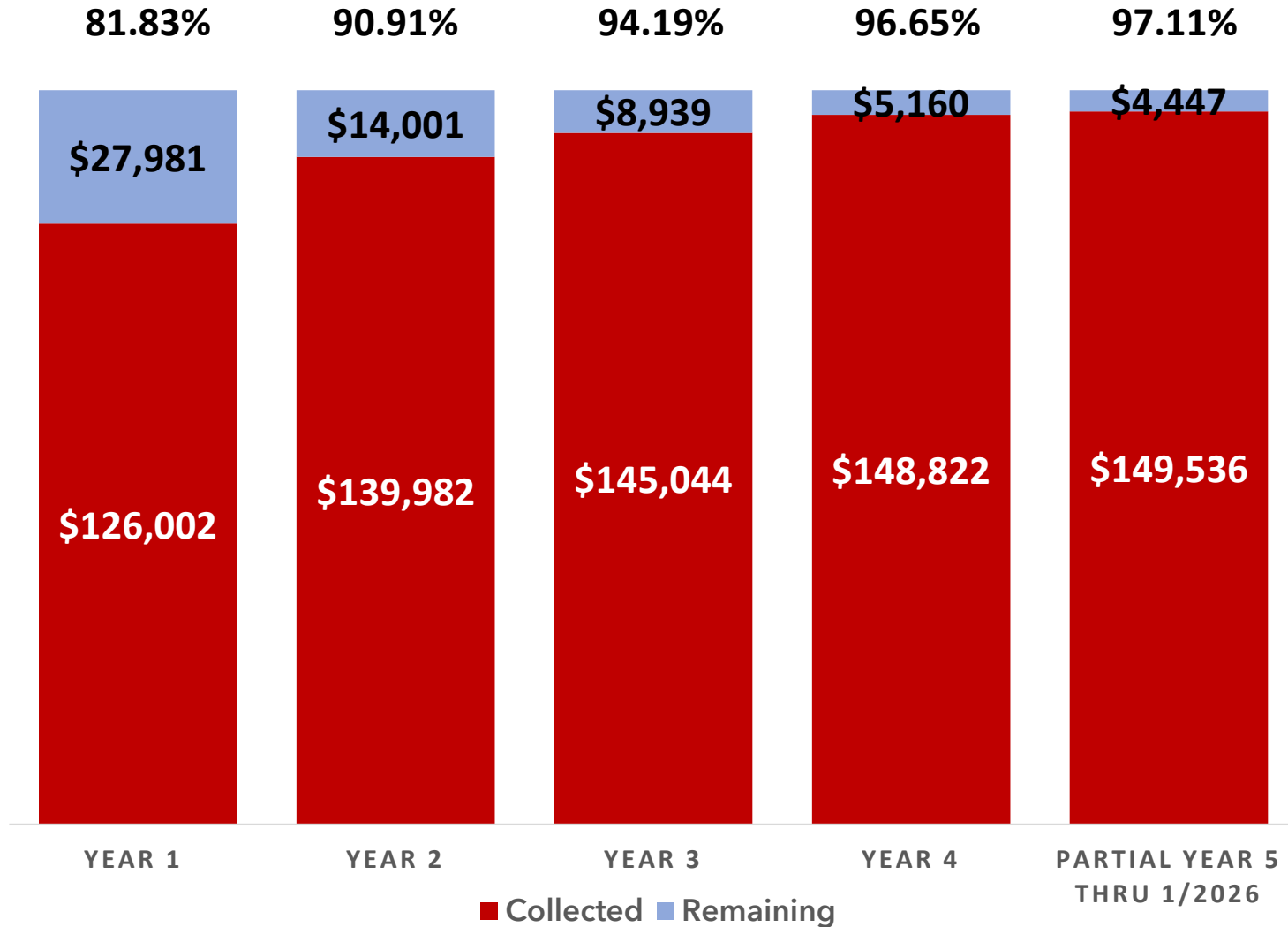
As of 02/09/2026 - Total Base Tax: \$224,596





# 2020 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

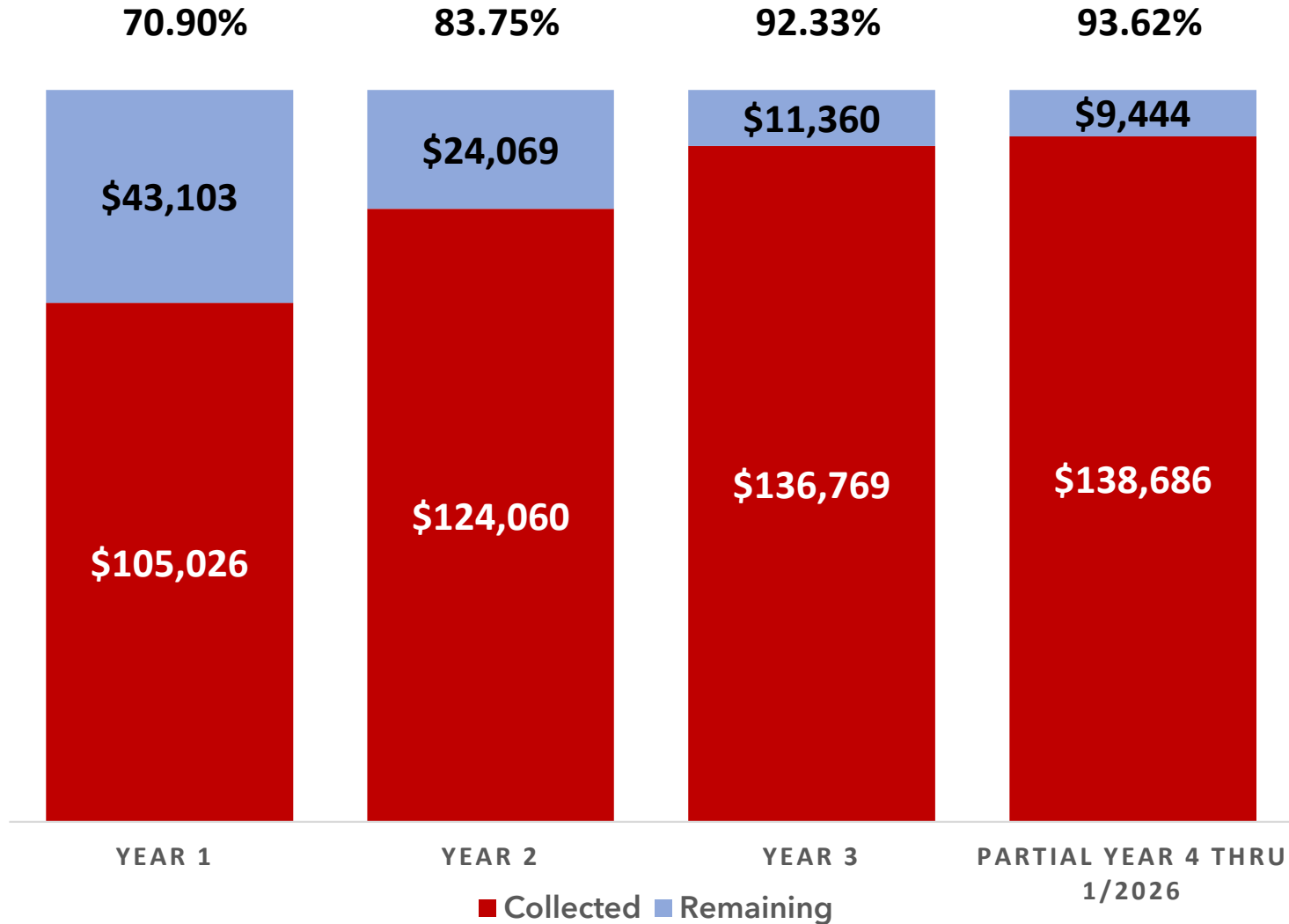
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$153,983





# 2021 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

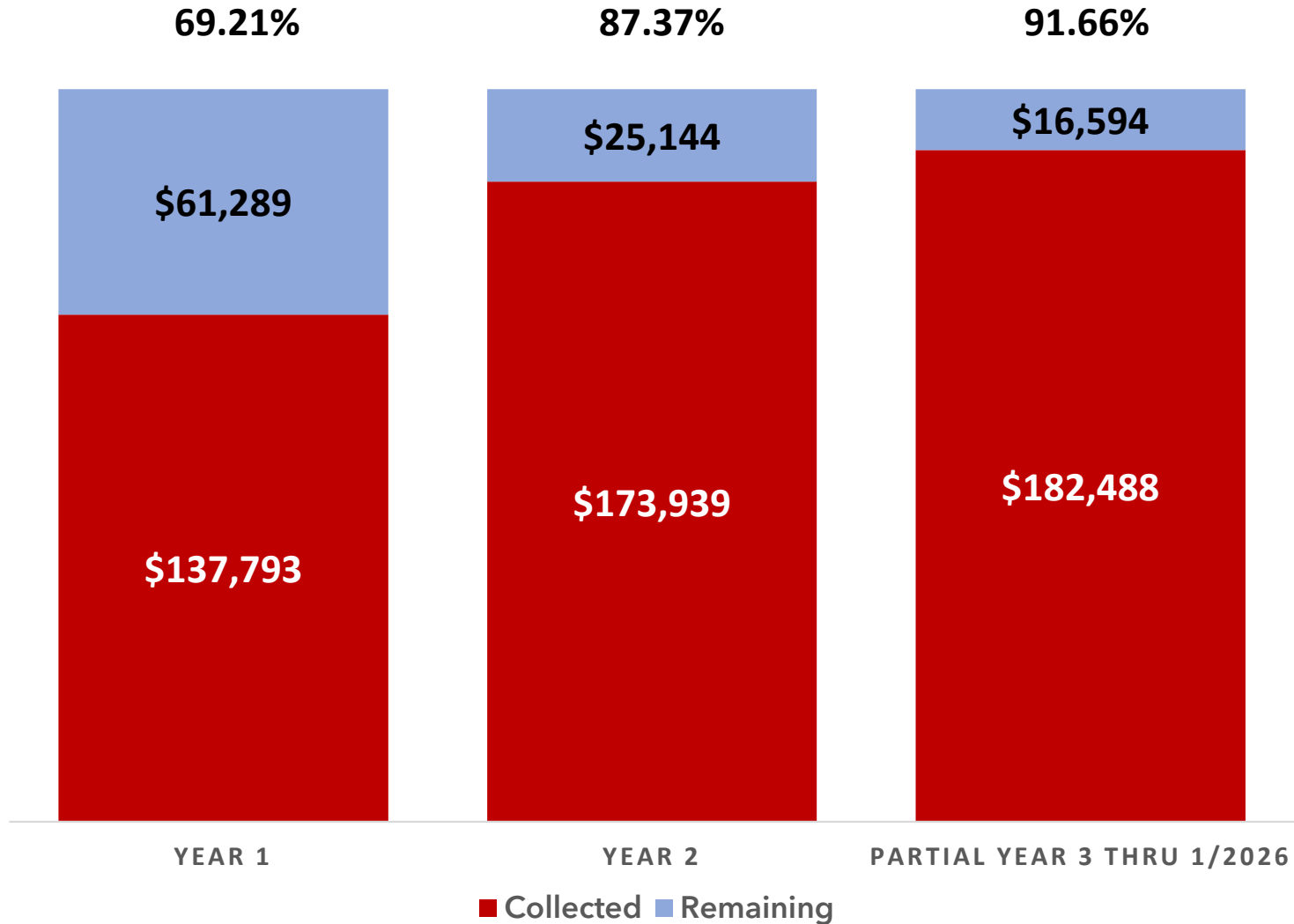
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$148,129





# 2022 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

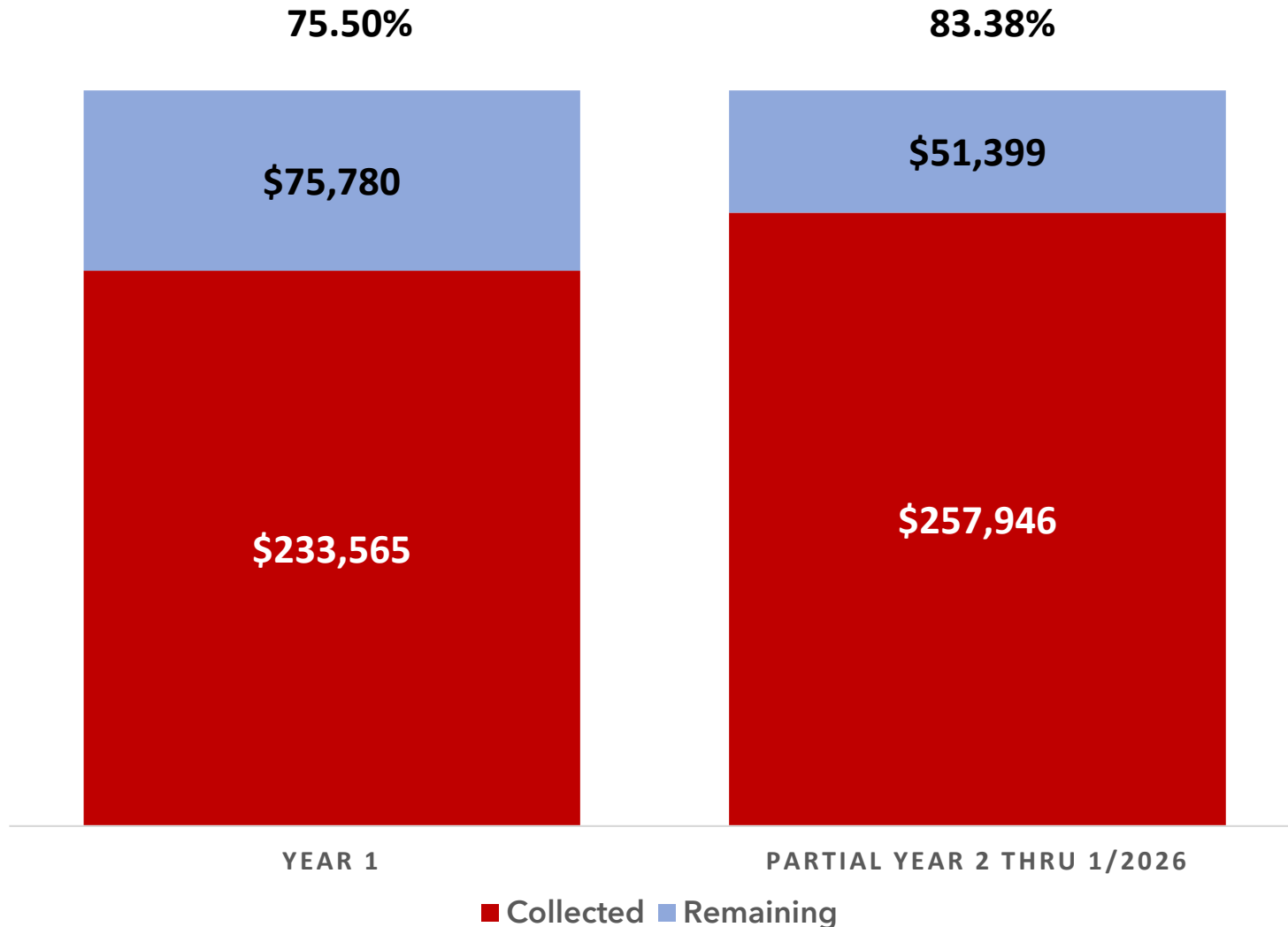
As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$199,082





# 2023 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$309,345

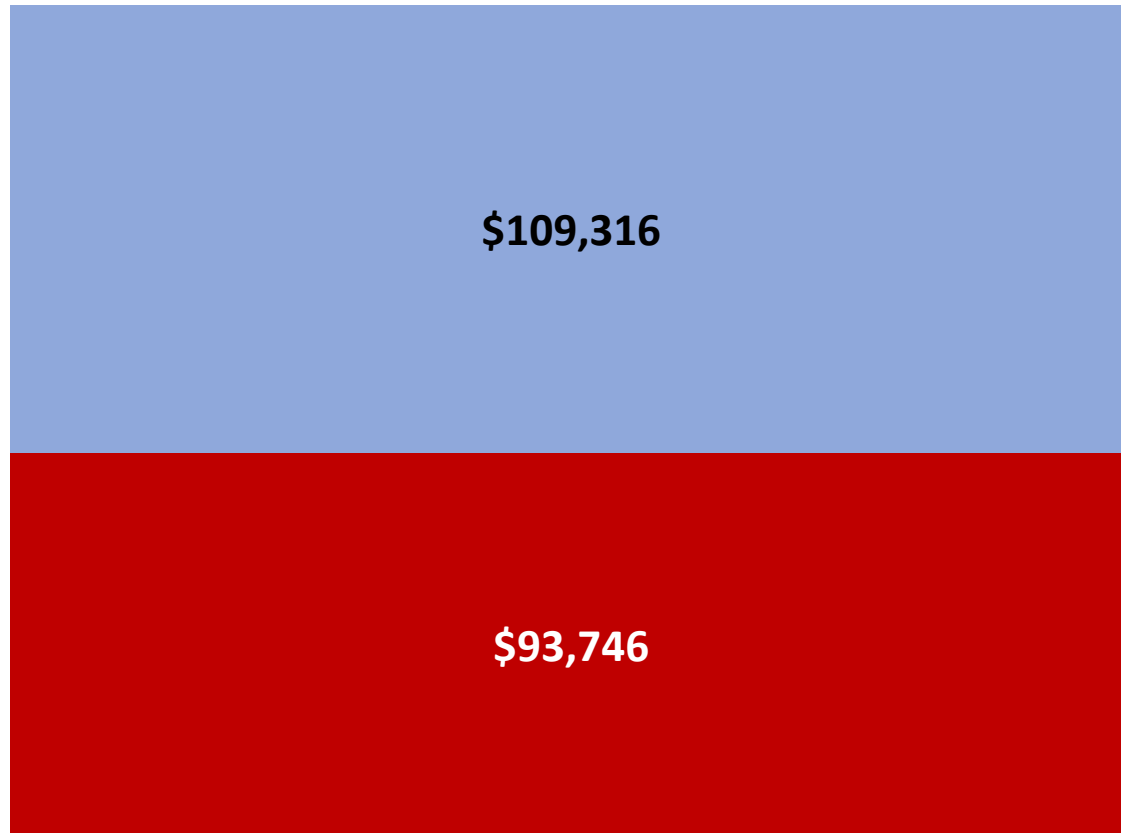




# 2024 PERCENTAGE OF COLLECTION FOR CITY OF FREEPORT

As of 07/01 - 6/30 for each year - Initial Outstanding Base Tax \$203,062

46.17%



PARTIAL YEAR 1 THRU 1/2026

■ Collected ■ Remaining

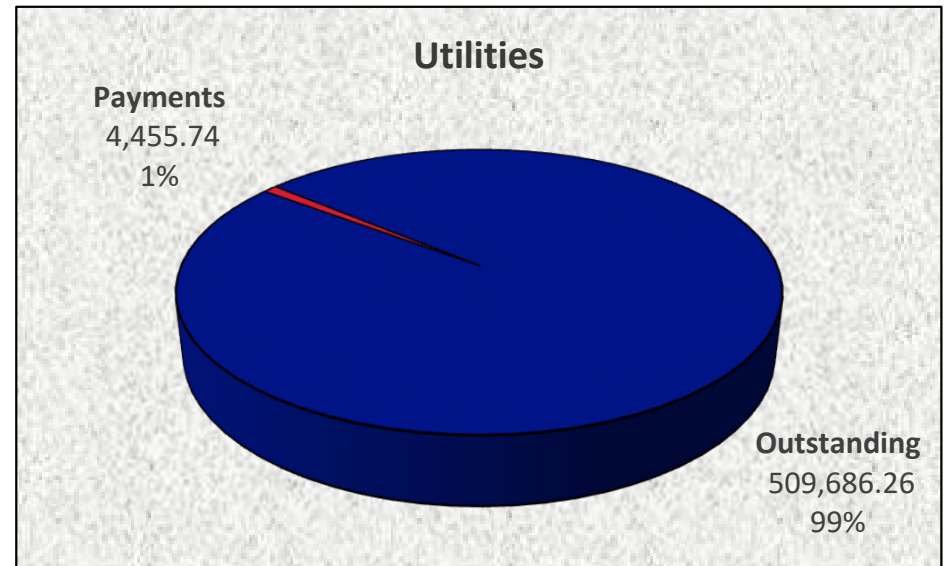
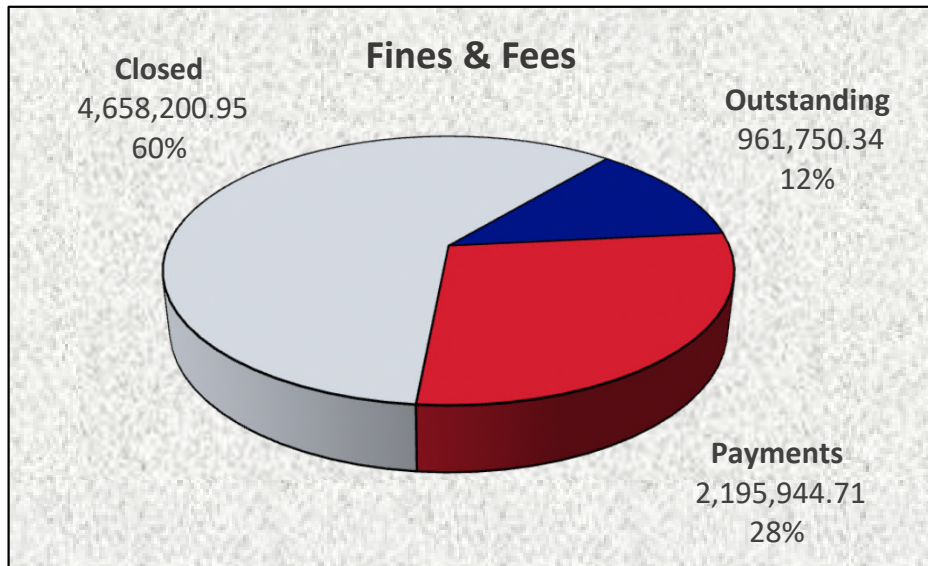


# FINE & FEE COLLECTION REPORT

## AS OF FEBRUARY 16, 2026

### FOR THE CITY OF FREEPORT

	Total Turnover		Payments and/or Partial Payments				Dismissed/Cleared				Total \$ %	Address	Letters	Phone #	Phone	Text
	\$	#	\$	#	% of \$	% of #	\$	#	% of \$	% of #	cleared	Correction	Mailed	Changes	Contacts	Contacts
<b>City Freeport Fines &amp; Fees</b>	7,815,896.00	17,547	2,195,944.71	11,466	28.10%	65.34%	4,658,200.95	24,049	59.60%	137.05%	87.69%	10,802	62,958	8,585	23,875	11,499
<b>City of Freeport Utilities</b>	514,142.00	1,793	4,455.74	36	0.87%	2.01%	-	-	0.00%	0.00%	0.87%	5	1,783	0	1	0
<b>Total of City of Freeport</b>	<b>8,330,038.00</b>	<b>19,340</b>	<b>2,200,400</b>	<b>11,502</b>	<b>14.48%</b>	<b>33.68%</b>	<b>4,658,200.95</b>	<b>24,049</b>	<b>29.80%</b>	<b>68.53%</b>	<b>44.28%</b>	<b>10,807</b>	<b>64,741</b>	<b>8,585</b>	<b>23,876</b>	<b>11,499</b>





# TOP 10 ACCOUNTS BY ZIP CODE FOR THE CITY OF FREEPORT

1

77541 - \$335292.56(396)

2

77566 - \$61799.27(89)

3

77531 - \$50600.06(88)

4

77515 - \$41010.49(59)

5

77422 - \$16451.38(29)

6

77583 - \$4463.93(9)

7

77486 - \$5502.53(8)

8

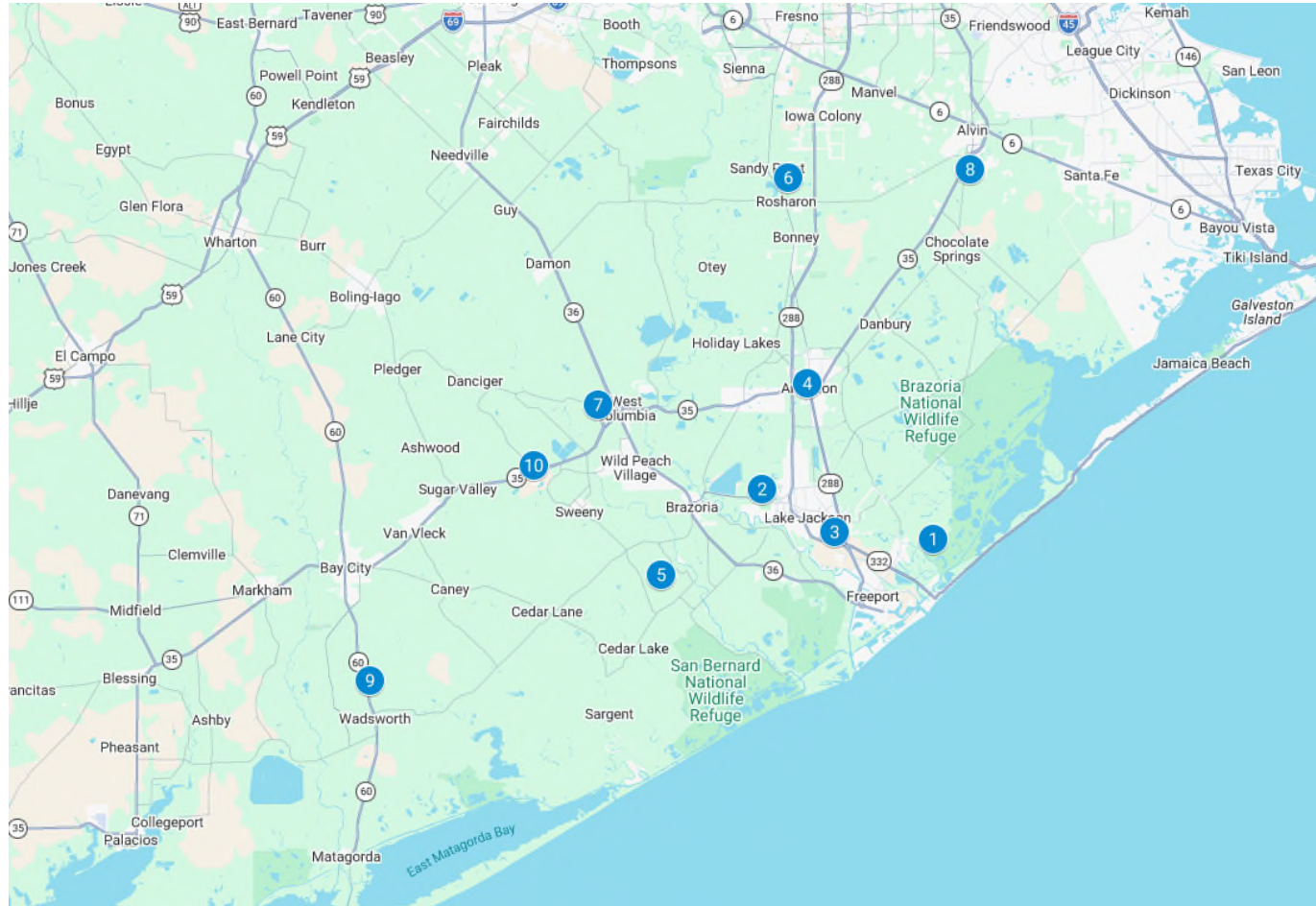
77511 - \$4261.65(8)

9

77414 - \$7213.80(7)

10


77480 - \$4658.73(7)

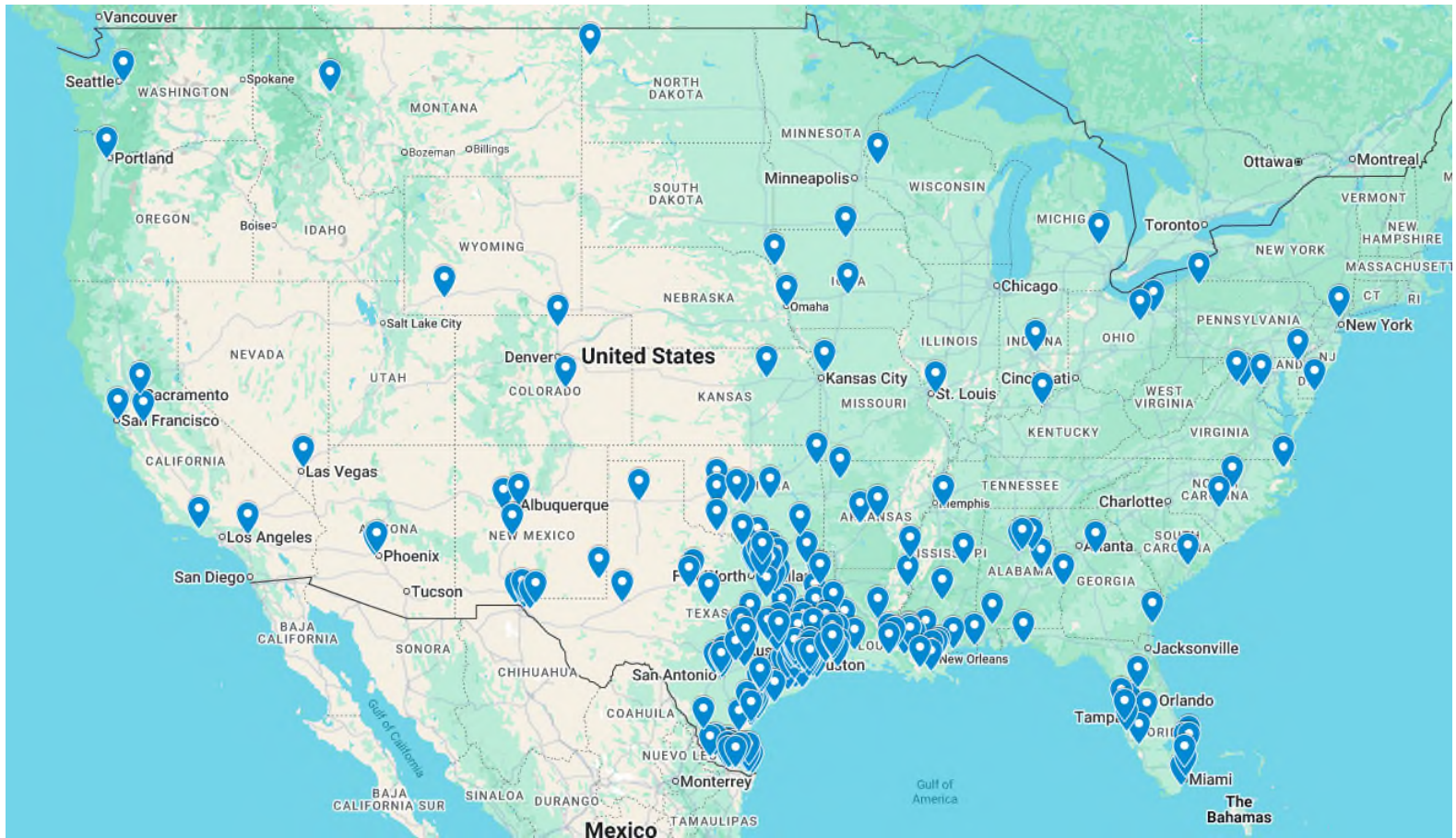






# ALL ACCOUNTS FOR THE CITY OF FREEPORT

  
All items



State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Friday, February 13, 2026 at 12:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd., Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Jerry Cain  
Councilman Jeff Pena  
Councilman Jarvis Davis  
Councilman George Matamoros  
Councilman Winston Rossow

Staff: Danielle M Kelly, DPA, City Manager  
Chris Duncan, City Attorney  
Clarisa Fernandez, City Secretary  
Toby Cohen, IT Director  
Craig Graham, Police LT  
Corey Brinkman, Police Captain

Visitors:	Carol Parker	Kenneth Hayes
	Mark Parker	Tom Pearson
	Wade Cook	Margaret Bachman
	Sam Reyna	Ron Bachman
	David McGinty	Melanie Oldham
	Nicole Mireles	Scotty Phelps
	Con McCleester	Ruben Renobato
	Diane McCleester	Annette Payne
	Donna Hayes	Mike Payne
	Gary Guerrieri	Diane Parker
	Pamela Dancy	Debbie Brooks
	Sandra Barbree	Bob Brooks
	Jane Scott	

### **Call to Order:**

#### Call to Order - Jerry Cain, Mayor

Mayor Cain called the special meeting of the Freeport City Council to order at 12:00 PM on Friday, February 13, 2026, declaring a quorum was present.

#### Invocation - Councilman

Councilman Rossow led the Invocation.

#### Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.

Councilman Rossow led the Pledge of Allegiance to the United States and the Pledge of Allegiance to the State of Texas.

#### Matters Subsequent to Posting.

City Manager Dr. Danielle Kelly stated that there was no matter subsequent to posting.

Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

Tom Pearson resides at 110 South Front Street. He expressed concerns about disruptions during council meetings, specifically criticizing Councilman Pena. Mr. Pearson alleged that since Councilman Pena joined the council, meetings have become chaotic, often lasting 3 to 4 hours due to disruptions. He attributed a significant decline in public attendance at council meetings to the extended and problematic nature of the sessions. Mr. Pearson accused Councilman Pena of causing employees to leave and costing the city money through various lawsuits, stating that Councilman Pena's presidency over the Economic Development Corporation (EDC) was marked by financial mishaps. Mr. Pearson mentioned a lawsuit involving bricks falling off Councilman Pena's building downtown and changes to the city council agenda allegedly made for Councilman Pena's benefit. Mr. Pearson concluded by expressing hope for better participation in future regular council meetings and suggested a change was necessary to resolve ongoing disruptions.

Ron Bachman resides at 96 Dolphin Lane. He spoke against the recall petition, praising Mayor Cain's leadership as positive and productive. Mr. Bachman emphasized that Mayor Cain has guided the city council to the most positive, productive, and non-belligerent state in the past ten years. He expressed concerns that the recall effort was misguided, alleging that the accusations against Mayor Cain were products of imagination and unfounded allegations. Mr. Bachman suggested that many steps had been taken by one councilman over the years to lead the city to this contentious moment, indicating this councilman's role in changing the city council agenda rules to enable the proposal of the recall effort. He urged council members not to second any motion related to the recall, arguing that it would only serve to perpetuate misinformation and extend the meeting unnecessarily. Mr. Bachman called for a return to an environment of mutual respect and expressed a belief that most faults listed against Mayor Cain in the recall petition, particularly regarding a former city manager, were investigated by a Texas Ranger and deemed unsubstantiated, rendering the petition meaningless.

Margaret Bachman resides at 96 Dolphin Lane. She characterized the recall petition as containing half-truths and unsubstantiated statements. She expressed her surprise at the petition's claims and criticized the trend of spreading misinformation via social media. Ms. Bachman noted that the recent actions of a particular councilman were troubling and concerning, implying that the current petition for recall was yet another example of undermining actions. She requested that the Council reject the petition, stating her belief in Mayor Cain's dedication to the betterment of Freeport and emphasizing that his behavior, both in and out of the council chambers, has always been for the city's good without any personal gain.

Sam Reyna resides at 2002 North Avenue G. He addressed the council with concerns about Councilman Pena's properties and financial obligations. Mr. Reyna claimed that Councilman Pena's properties were a blight on the downtown landscape, suggesting that Councilman Pena should set an example for the community by maintaining and cleaning up his properties, particularly the building he resides in. Mr. Reyna alleged that Councilman Pena owed unpaid hotel occupancy taxes to the city and emphasized that the city had a lawsuit against Councilman Pena for this nonpayment of taxes. Furthermore, Mr. Reyna highlighted that Councilman Pena's actions had led the city to incur substantial legal expenses, presenting invoices to substantiate the claim that Councilman Pena's conduct had financially burdened the city. Mr. Reyna asserted that Councilman Pena's decisions have cost the city thousands of dollars in legal fees, mentioning payments made to legal firms for their representation of the city. Mr. Reyna criticized Pena for halting an electrical

inspection at his residence, which was necessary for restoring power following a service disconnection due to unpaid bills. Mr. Reyna accused Councilman Pena of canceling the inspection permit, deeming it illegal, and facilitating the release of power to his building without the required inspections, thereby circumventing city rules a reflection, according to Mr. Reyna, of Councilman Pena's tendency to flout regulations.

Diane Parker questioned the legitimacy of the recall process, asking whether the necessary signatures had been collected, verified, and certified. She expressed her frustration with the division within the Council, highlighting that the current situation only served to make the city look terrible. Ms. Parker demanded clarity on the number of signatures required for the recall, mentioning she had heard varying numbers from 100 to 400 and sought confirmation. She expressed confusion about why they were gathered for the meeting, asking if the necessary procedural steps had been followed. Ms. Parker emphasized that allegations against Mayor Cain needed proper legal scrutiny, asserting that unless Councilman Pena or Councilman Davis, had fulfilled the requirements for collecting signatures, there was no basis for today's proceedings. She criticized the amount of time wasted on contentious discussions, highlighting that the last council meeting was burdened with over an hour and 45 minutes on unrelated matters, which she felt exacerbated tensions and wasted the council's time.

Donna Hayes resides at 414 Mystery Harbor Lane. She voiced her support for Mayor Cain and criticized Councilman Pena for fostering a hostile environment within the Council. She emphasized that Mayor Cain has managed to serve as mayor in what she described as a hostile council environment that has been made divisive due to the actions of Councilman Pena. Ms. Hayes argued that the purported lawsuits affecting the city were not a result of Mayor Cain's actions but rather stemmed from Councilman Pena's behavior which she characterized as destructive to the City of Freeport, misleading, and filled with half-truths. Ms. Hayes portrayed Councilman Pena as a source of dissent and division within the council, stating that he had done nothing to help the citizens of the city. This further supports her stance that Mayor Cain has been working for the betterment of Freeport amidst challenges. Ms. Hayes concluded by respectfully requesting that the council not vote to recall Mayor Cain, underscoring the importance of his leadership for the city's future.

Kenneth Hayes expressed his view that Councilman Pena was a liar and criticized Councilman Davis for being aligned with Councilman Pena. Mr. Hayes accused Councilman Pena of being responsible for the city's legal issues, suggesting that Councilman Davis has supported Councilman Pena's motions and voted similarly most of the time. Mr. Hayes specifically recalled his experiences working with Councilman Pena on the Economic Development Corporation (EDC), where he listened to Councilman Pena lie. He also criticized Councilman Davis for going along with what he described as trumped-up stuff regarding the dismissal of the city manager, stating that he had expected Councilman Davis, known as a man of God, to stand on his own when joining the council. Instead, Mr. Hayes felt Councilman Davis showed an overwhelming and concerning pattern of agreement by seconding 98 percent of Pena's motions and voting with him about 95 percent of the time. Through this, Mr. Hayes highlighted his frustration and disappointment with Councilman Davis's perceived unwavering alliance with Councilman Pena.

Nicole Mireles resides at 2002 North Avenue G. She stated she had been a product of bullying from Councilman Pena. She expressed her support for Mayor Cain, denouncing Councilman Pena as a bully who uses his imagination to go after people. Ms. Mireles criticized Councilman Pena for not adhering to rules and regulations, echoing others' sentiments about him not being fit for city governance. She shared her eagerness for the upcoming May election, expressing her wish for the political climate to change with Councilman Pena's departure.

## **Business**

Consideration and possible action approving Ordinance No. 2026-2762 calling a Recall Election to recall Mayor of the City of Freeport, Jerry Cain in accordance with state and local election laws.

A motion was made by Councilman Pena to table this item (2A). The motion died due to a lack of a second.

Mayor Cain read the agenda item, which concerned a recall petition against him. He then read a letter from City Secretary Clarisa Fernandez, City Manager Dr. Danielle Kelly, and City Attorney Christopher Duncan detailing the results of their verification process for the recall petition signatures. The letter explained that according to the Freeport Home Rule Charter, a recall petition for the mayor must be signed by at least 51% of the number of votes cast at the last regular general election, but no fewer than 200 qualified petitioners. Based on the last election turnout, this threshold was calculated to be 222 valid signatures. Of the 245 signatures submitted, one was identified as a duplicate. After reviewing the remaining 244 signatures, only 194 were verified as valid, with 50 deemed invalid due to various issues such as missing information, unregistered voters, or signatures dated beyond the acceptable timeframe. The city officials determined that the petition did not meet the required threshold of 222 valid signatures and therefore did not qualify for further action under the charter.

A motion was made by Mayor Cain to take no action on this item (2A), seconded by Councilman Matamoros with all present and voting "Aye" 5-0. The Council unanimously approved the motion. Councilman Matamoros voted "Aye". Councilman Rossow voted "Aye". Mayor Cain voted "Aye". Councilman Davis voted "Aye". Councilman Pena voted "Aye".

**Executive Session**

No Executive Session was held.

**Reconvene into Open Session:**

Take any action resulting from Executive Session.

**Adjournment**

Adjournment – Jerry Cain, Mayor

A motion was made by Mayor Cain to adjourn, seconded by Councilman Matamoros with all present and voting "Aye" 4-1. Councilman Pena voted "Nay". Mayor Cain adjourned the meeting at 12:39P.M.

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Jerry Cain, Mayor

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Clarisa Fernandez City Secretary

State of Texas

County of Brazoria

City of Freeport

BE IT REMEMBERED, that the City Council of Freeport, Texas met on Tuesday, February 17, 2026 at 6:00 PM at the Freeport Council Chamber located at 430 North Brazosport Blvd. , Freeport Texas for the purpose of considering the following agenda items:

City Council: Mayor Jerry Cain  
Councilman Jeff Pena  
Councilman Jarvis Davis  
Councilman George Matamoros  
Councilman Winston Rossow

Staff: Danielle M Kelly, DPA, City Manager  
Jennifer Howell, Police Chief/Assistant City Manager  
Chris Duncan, City Attorney  
Clarisa Fernandez, City Secretary  
Ashlee Hurst, Finance Director  
Toby Cohen, IT Director  
Maria Lopez, Main Street Coordinator  
Corey Brinkman, Police Captain  
Craig Graham, Police LT  
Juanita Cardozo, Police Detective  
Loretta Cady, Programs Coordinator

Visitors:	David McGinty	Pamela Dancy
	Linda Marshall	Melanie Oldham
	Nicole Mireles	Kenneth Hayes
	Barbara Pearl	Desiree Pearson
	Donna Hayes	Tom Pearson
	Con McCleester	Thomas Koole
	Diane McCleester	Ron Bachman
	Toni Torres	Margaret Bachman

**Call to Order:**

Call to Order - Jerry Cain, Mayor

Mayor Cain called the regularly scheduled meeting of the Freeport City Council to order at 6:00P.M. on February 17, 2026, declaring a quorum was present.

Invocation - Councilman

Councilman Rossow led the Invocation.

Pledges - Pledge of Allegiance to the United States; Pledge of Allegiance to the State of Texas.

Councilman Rossow led the Pledge of Allegiance to the United States and the Pledge of Allegiance to the State of Texas.

Matters Subsequent to Posting.

City Manager Dr. Danielle Kelly provided a brief update regarding meeting protocols. She explained that

public access to the dais area is no longer permitted. Individuals wishing to provide documents to the council must submit them to the city secretary for appropriate distribution. She noted that updated signage indicating restricted areas within the chamber has been posted. She emphasized these changes are to maintain a safe, professional, and efficient meeting environment.

Audience Participation – Anyone who has registered to speak prior to the meeting being called to order and desires to address the City Council will be heard at this time, or during the discussion of an item listed on the agenda. These forms are located by the City Secretary. After completing the form, give it to the City Secretary. She will give it to the Mayor. The Mayor will call on you when that item is presented, once a motion has been made by Council then public participation will not be allowed. You will have four (4) minutes to make your comments regardless of the number of agenda items to be addressed.

Pamela Dancy resides at 313 South Front Street. She expressed concern regarding an accounting discrepancy between Surfside and Freeport. She explained that it was initially believed Surfside owed Freeport approximately \$400,000, but it was later discovered that Freeport actually owed money to Surfside. Ms. Dancy questioned how such an error occurred and whether other accounts are being examined to prevent similar issues in the future. She also mentioned an interaction with the Mayor's wife, who suggested she was misguided and on a particular side, clarifying her stance that she makes decisions based on principle and facts rather than personality. Ms. Dancy addressed personal matters, mentioning that Councilman Matamoros had lied about her carport, and despite her frustrations, she maintains forgiveness and principles, emphasizing everyone has flaws.

Barbara Pearl stated her support for the city's EMTs and Mayor Cain. She responded to derogatory remarks allegedly aimed at the Mayor, affirming his dedication and contribution to the community, mentioning his capability in raising children and understanding city matters. Ms. Pearl highlighted that judgment should be left to God, not individuals.

Nicole Mireles commended the Mayor and Council for their professionalism during a previous emergency meeting. She appreciated their behavior and recognized the challenges they faced. Announcing her candidacy for Ward C in the upcoming election, she expressed her enduring affection for Freeport. Having served on the council for four years before, she criticized the current divisive atmosphere and committed to maintaining her presence and contribution to the city.

Toni Torres, manager of Freeport Oaks Apartments, revisited the issue of excessive water bills at her 100-unit affordable housing complex. Despite earlier successful negotiations between the city attorney, the city manager, and their corporate office, a recent price hike pushed their monthly water bills back up to \$20,000, equating to roughly \$200 per apartment. She emphasized that, given their target demographic of low-income families and the elderly, such costs are unsustainable. Ms. Torres stressed the need for the city to review the situation to ensure affordable living conditions, reinforcing the importance of Freeport's growth and development in attracting residents.

## **Proclamations - Presentations and Updates**

Presentation: Overview of the Freeport Main Street Program and its Role in Freeport - Maria Lopez, Main Street Coordinator

Main Street Coordinator Maria Lopez along with Main Street Board member James Wood presented the attached presentation titled "Exhibit A".

Upcoming Events -

Dinosaur George, Freeport Historical Museum, March 6 and 7, 10:00A.M.-4:00P.M.

Senior Citizens Egg-Stravaganza Prep Party, Freeport RiverPlace, March 16, 10:00A.M.-12:00P.M.

Move & Grove Downtown, Freeport Downtown, March 21, 7:30A.M.

City Manager Dr. Danielle Kelly gave updates on upcoming events.

**Consent Agenda:**

Action regarding Minutes, February 2, 2026 - Clarisa Fernandez, City Secretary

Action approving the Monthly Financial Report through January 31, 2026 - Ashlee Hurst, Finance Director

A motion was made by Councilman Matamoros to approve the Consent Agenda as presented, seconded by Councilman Rossow with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Mayor Cain announced that agenda items 4I and 4J would be moved to the front of the agenda as there were guests present to answer questions.

The Regular Session closed at 6:28P.M. and the Council entered into the Executive Session.

**Business**

Consideration and possible action approving Resolution No. 2026-3033 adding Section 9.21 to the Personnel Policy Manual.

City Manager Dr. Danielle Kelly presented the proposed addition of Section 9.21 to the Personnel Policy Manual to establish a step-up pay for certified public safety employees temporarily assigned to perform duties of a higher classified position. The policy would provide compensation at two steps above their regular rate of pay, or a minimum of 5 percent for the duration of a temporary assignment.

Mayor Cain questioned the meaning of the short-term basis in the policy language, seeking further clarification on this aspect. He highlighted the need to have a defined understanding of the duration and conditions under which an employee could temporarily assume added responsibilities in a higher classification.

A motion was made by Councilman Pena to table this item (4A) until it is clarified, seconded by Mayor Cain with discussion that followed.

City Attorney Chris Duncan advised the council to consider that there is a specific provision in the Civil Service statute which covers this exact situation regarding temporary officers or emergency personnel filling higher classified positions. He suggested that this matter could be better addressed by the Civil Service Commission, which may have jurisdiction over these temporary assignments according to the existing Civil Service Code. Mr. Duncan also warned that if the council passed this policy, the Civil Service Commission could potentially override it. Consequently, this could lead to complications if the Civil Service Commission decided to implement their own guidelines, different from what the council proposed.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion to table this item.

Consideration and possible action approving Resolution No. 2026-3034 adding Section 9.22 to the Personnel Policy Manual.

City Manager Dr. Danielle Kelly presented a similar policy for at-will employees, Section 9.22, which would apply to employees temporarily assigned to perform the full scope of responsibilities of a higher classified position for more than 30 days due to an extended absence or vacancy. The policy aimed to provide eligible employees with an increase in pay of up to 5 percent or the minimum of the salary range for the higher classified position, whichever was applicable, for the duration of the interim assignment. This was meant to ensure that the assignments, while temporary and not classified as official promotions, were compensated fairly without disrupting established promotion procedures.

A motion was made by Councilman Pena to table this item (4B), seconded by Councilman Davis with discussion that followed.

Councilman Pena expressed concern that the 30-day timeline might not be adequate to accommodate the realistic timeline required for recruiting and hiring replacements for higher positions. He questioned whether the proposed timetable might be too limiting if the actual process of finding a suitable replacement exceeded 30 days.

City Manager Dr. Danielle Kelly suggested adding language to the proposal clarifying that the interim pay arrangement would remain in place to say "assigned to perform the full scope of responsibilities of a higher classified position for 30 days or more while the city recruits for that position." She said this amendment provided a clearer framework ensuring that the employee covering the position would continue to receive appropriate compensation throughout the recruitment process until a permanent replacement was found.

Councilman Pena withdrew his motion to table this item.

Councilman Davis withdrew his second.

A motion was made by Councilman Pena to approve Resolution No. 2026-3034 adding Section 9.22 to the Personnel Policy Manual with the contingent of the change by Dr. Kelly, seconded by Councilman Davis with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action to authorize the establishment and recruitment of an Assistant City Manager position.

City Manager Dr. Danielle Kelly requested authorization to establish an Assistant City Manager position to strengthen executive leadership capacity and support implementation of city council priorities. She emphasized that the position would provide senior-level management support, enhance cross-departmental coordination, and ensure continuity of leadership during periods of operational complexity or during the absence of the city manager.

A motion was made by Councilman Pena to table this item (4C). Motion died due to a lack of a second.

A motion was made by Councilman Matamoros to authorize the establishment and recruitment of an assistant city manager position as presented, seconded by Councilman Davis with discussion that followed.

Councilman Pena questioned the necessity and cost of the position proposed at \$155,000 for a city Freeport's size, suggesting a lower-level administrative position might suffice at a fraction of the cost. He noted that neighboring cities of similar size do not have assistant city managers.

City Manager Dr. Danielle Kelly explained that her current span of control was about 13 people, while ideal management would be 5-7 direct reports. She noted the significant workload and suggested that if council preferred, they could consider dual-hatting another position like Public Works Director as Assistant City

Manager to save money.

Mayor Cain noted that Freeport previously had an assistant city manager under City Manager Jeff Pynes, and reminded council that Freeport is unique among cities its size in having civil service requirements.

Councilman Davis supported the position, stating that qualified people are needed to help guide and move the city forward.

Councilman Matamoros expressed confidence in City Manager Dr. Danielle Kelly's judgment to find the right person for the team.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Pena voted "Nay".

Consideration and possible action approving Resolution No. 2026-3035 to approve Veolia temporary contract extension.

City Manager Dr. Danielle Kelly explained that the contract with Veolia for operations, maintenance, and management of the city's water utility was scheduled to expire on September 30, 2025, but had been extended to December 31, 2025, with an additional two-month extension approved in December. This amendment would provide a one-month extension to allow additional time to negotiate a new long-term agreement. She noted they were very close to finalizing the agreement and just needed to complete the final exhibits.

A motion was made by Councilman Pena to approve Resolution No. 2026-3035 to approve Veolia temporary contract extension, seconded by Councilman Davis with discussion that followed.

Councilman Matamoros expressed strong opposition to the contract extension, stating it was a bad contract for the city, noting that over \$14 million had been spent over the past four years with little to show for it. He referenced past issues, including a non-functioning fire hydrant that contributed to a house fire.

Mayor Cain acknowledged the concerns but noted that mid-February was not the time to stop the progress that had been made in negotiations, expressing hope that the new contract would include stronger protections for the city.

Mayor Cain called the motion to a vote with all present and voting "Aye" 4-1. The Council approved the motion. Councilman Matamoros voted "Nay".

Consideration and possible action to approve necessary generator utility upgrades at City Hall and the Service Center.

Finance Director Ashlee Hurst presented the need for electrical and utility modifications at both City Hall and the Service Center to allow for the installation of TDEM grant-funded generators. These upgrades were not identified when the original budget was adopted. McDonald Municipal and Industrial submitted the lowest responsible quote at \$23,465.

A motion was made by Councilman Matamoros to approve necessary generator utility upgrades at City Hall and the Service Center as presented for an amount not to exceed \$23,465, seconded by Councilman Rossow with discussion that followed.

Councilman Pena asked about the grant amount and total project cost. Finance Director Ashlee Hurst did not have the exact grant amount but confirmed these costs would be the city's responsibility. She also confirmed

that the generators would be installed at the West Second Street building (City Hall) and the Service Center, not at the Avenue H building which the city rents.

Mayor Cain noted that the grant specified exactly where the generators must be placed, limiting the city's options.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action to approve a retainer agreement with Chase Consulting Solutions for grant writing services.

Finance Director Ashlee Hurst presented a proposal for a 12-month retainer agreement with Chase Consulting Solutions for grant writing services. The firm would prepare and submit a total of nine grant applications, including four foundation grants, two state or local grants, and three federal grant applications. The cost would be \$6,916.67 per month for 12 months.

A motion was made by Councilman Davis to approve a retainer agreement with Chase Consulting Solutions for grant writing services, seconded by Councilman Rossow with discussion that followed.

Councilman Pena asked whether other grant companies that work on a percentage-of-success basis were considered. Finance Director Ashlee Hurst explained that Chase Consulting is highly rated and had already begun working with the city in September, creating a spreadsheet of identified grants that would be good matches for Freeport. The working relationship was paused during the transition from City Manager Pennington to City Manager Dr. Danielle Kelly.

Finance Director Ashlee Hurst emphasized that the firm would coordinate closely with city staff on priorities, including aging infrastructure, city facilities, the fire engine, the municipal golf course, Main Street program, and museum. Ms. Hurst reported that the Recreation Center is currently being used for basketball games. However, there is no designated seating available for parents. She explained that due to the way the building was constructed, being built up close to the fence, there are limitations on available space, creating challenges in identifying a suitable area for seating. Ms. Hurst stated that this has been identified as a priority item and has been included on the onboarding list for areas of interest in pursuing grant funding.

Councilman Matamoros discussed the importance of pursuing grant funding at both the federal and state levels. He stated that the City should reach out to its representatives, including Congressman Weber at the federal level and State Representative Vasut, to request letters of recommendation in support of grant applications to help make them more competitive. He shared that Congressman Weber recently held a town hall meeting at Phillips, where he introduced himself and explained his role with the City. He noted that Congressman Weber stated he had not previously heard from the City of Freeport regarding grant opportunities and expressed his willingness to provide letters of recommendation. Congressman Weber also provided contact information for himself and his Chief of Staff. Councilman Matamoros inquired whether the City would actively pursue obtaining such letters of support. In response, it was stated that the City is willing to take necessary steps to strengthen grant applications and that this approach had previously been discussed, with notes made to pursue letters of recommendation for applicable grant submissions.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Ordinance No. 2026-2761 to authorize Budget Amendment #2 for FY2025-2026.

Finance Director Ashlee Hurst presented the second budget amendment for fiscal year 2025-2026, which addressed adjustments across multiple funds to reflect operational needs, project expenditures, and previously approved initiatives. Ms. Hurst presented proposed budget amendments and outlined the related fund adjustments. For the General Fund, adjustments included allocations for the Assistant City Manager salary and associated benefits; a retainer agreement for grant writing services; City desk phone expense; Christmas on Main decor costs; a traffic study to be conducted by Kimley Horn; installation of solar stop signs; legal fees associated with the startup of civil service; conference expenses related to civil service; office supplies for civil service startup operations; a City Manager education pay variance; a City Manager cell phone allowance variance; and the EDC road overlay project payment and related expenditures. Ms. Hurst clarified that the listed items are funded within the General Fund and are being formally appropriated through the proposed amendment to ensure accurate budget alignment and transparency. She stated that the amendment includes the pool project appropriation and related expenditures within the TIRZ Fund. Ms. Hurst further explained that within the Court Security Fund, the amendment reflects security upgrades for the Municipal Court, funded by legally restricted court security revenues. Within the Water and Sewer Fund, the amendment includes the EDC water valve project payment and its associated expenditures. Finally, within the Facilities and Grounds Fund, the amendment provides for the golf course bathroom remodel, generator upgrades, and the related transfer-in-line item.

Mayor Cain asked Finance Director Ashlee Hurst to confirm whether she was comfortable with the proposed budget amendments. Ms. Hurst responded that she was in agreement with the amendments. She stated that she, Mr. Duncan, and Dr. Kelly had been working diligently over the past month to prepare and present the amendments to Council for consideration.

A motion was made by Councilman Matamoros to approve Ordinance No. 2026-2761 to authorize Budget Amendment #2 for FY2025-2026 as presented, seconded by Councilman Rossow with discussion that followed.

Councilman Pena asked various clarifying questions about specific budget items, including the Assistant City Manager salary calculation, which accounted for being a mid-year hire, resulting in \$120,000 for the remainder of this fiscal year. He requested details on Christmas on Main decor costs and sought confirmation that the city's portion was separate from the EDC's contribution towards the Christmas tree. Further, he inquired about the EDC road overlay project payment and its relation to the city's funding and execution responsibilities. In response, Finance Director Ashlee Hurst confirmed that the EDC had already paid the city, necessitating the appropriation of both the payment and expenditure within Freeport's budget for full transparency and legal compliance.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action regarding Freeport Police Department Jail Renovation Proposals.

Police Chief Jennifer Howell recommended rejecting all bid proposals received for the jail renovation project. She explained that the project had been opened last year and extended because they had only received one bid initially. After using the new Planet Bids program to expand their reach, they received two additional bids, but all three bids were significantly over budget. She requested that council reject all bids so they could create a more streamlined proposal and rebid the project.

A motion was made by Councilman Pena to approve the rejection of the proposals, seconded by Mayor Cain

with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consideration and possible action approving Resolution No. 2026-3036 for an EDC Settlement Agreement.

The Executive Session ended at 7:09P.M. and the Council went back into Regular Session.

EDC Director Robert Johnson introduced the settlement agreement with GLNL Holdings during the city council meeting. He stated that the EDC board had unanimously approved the proposal, describing it as a win-win situation that would allow for the completion of the original project along North Avenue M, which includes the construction of new houses and street improvements. Mr. Johnson emphasized the collaboration and mediation steps that had been undertaken to arrive at this resolution.

Herman Torres of GLNL Holdings provided background as the managing member and one of the lenders for the North Avenue M housing project. Mr. Torres explained they had been left holding the bag after the houses were not built for various reasons. He detailed that their efforts over the past years consisted of working rigorously with the EDC, conducting personal meetings, Zoom meetings, and negotiating through mediation with the help of Judge Patt Sebesta, who was appointed by Judge Gilbert to assist in resolving the matter starting in August 2024.

Judge Patt Sebesta described the mediation process, noting that all parties worked together in good faith to avoid the risks associated with going to trial. He emphasized that the settlement agreement was a fair solution that acknowledged the potential litigation risks on both sides and ultimately benefited the City of Freeport. Judge Sebesta mentioned that all parties signed a waiver of confidentiality, which allowed for him to speak openly at the council meeting regarding the mediation process. He emphasized that the settlement agreement reached was thoughtfully designed to reflect a fair resolution, one that carefully considered the litigation risks on both sides whilst aiming to bring tangible benefits to the City of Freeport. Judge Sebesta stressed that the negotiating parties exhibited good faith throughout the mediation, which he attributed as a key factor in arriving at a mutual agreement.

Mayor Cain and the Council identified the following items for revision and clarification within the agreement: clarification regarding the installation and specifications of curbs, section 1-4A of the contract was identified as an error and requires correction, drainage provisions need to be clearly addressed in the agreement, street lighting responsibilities and specifications must be defined, clarification of the timing of payment by all entities, including confirmation of the 50% / 25% / 25% cost allocation, the agreement must clearly state that GLNL will pay for Avenue M in full, consequences for non-performance must be defined, and ownership provisions require revision, sections 4B and 4C – “completion of the development” must be clearly defined, either by referencing the original agreement or incorporating a defined scope of work, the agreement must specify that road construction will occur prior to the commencement of home construction, proof of financing must be provided, a development deposit for engineering drawings must be addressed, clarification is needed whether this constitutes the same project previously approved or a new project.

Mayor Cain acknowledged the Council wanted new housing in Freeport but needed to ensure the agreement protected the city's interests.

The council agreed that Mr. Torres could wrap the houses already under construction to protect them from weather damage, ensuring continued progress while discussions were underway.

A motion was made by Mayor Cain to table this item (4I), seconded by Councilman Matamoros with all

present and voting "Aye" 5-0. The Council unanimously approved the motion to table this item.

Consider invoices from Olson & Olson.

City Attorney Chris Duncan explained that the city had received invoices from Olson & Olson for work performed in December 2025, despite the firm having been terminated as the city's legal representation back in June. There was no authorization for them to perform these tasks, and he recommended the council vote to deny paying the invoices.

A motion was made by Councilman Pena to not pay Olson and Olson for those services that were outside the contract agreement, seconded by Councilman Davis with discussion that followed.

Councilman Davis asked if there had been an understanding that Olson & Olson would continue to handle certain matters until new counsel was found. City Attorney Chris Duncan clarified that by August, when he was hired as interim counsel, the city had notified Olson & Olson that they should not perform any further services. The specific charges were related to open records requests that had been sent to the Attorney General's office in the summer. When the AG's office sent opinions back to Olson & Olson who had originally submitted the requests, the firm should have simply forwarded them to the city rather than reviewing them, analyzing them, and sending correspondence to third parties while claiming to be the city's attorneys.

Mayor Cain called the motion to a vote with all present and voting "Aye" 5-0. The Council unanimously approved the motion.

Consider approving payment for civil service attorney specialist.

City Attorney Chris Duncan explained that the Civil Service Commission needed specialized legal expertise. He proposed contracting with Ms. Ganaway, a recognized specialist in civil service law who had previously assisted the City of Alvin with establishing their civil service commission. She would bill at a rate of \$340 per hour, though Mr. Duncan assured council they would be judicious in using her services.

A motion was made by Councilman Davis to approve payment for civil service attorney specialist, seconded by Councilman Rossow with discussion that followed.

Councilman Matamoros questioned why the city did not issue a Request for Qualifications (RFQ) for this service as it does for other professional services. City Attorney Chris Duncan explained that the city charter gives the city attorney authority to choose attorneys to provide services, similar to how Olson & Olson had multiple attorneys in their firm.

Councilman Davis acknowledged that while the rate was high, the specialized nature of civil service law required expertise, especially with the city transitioning to new rules under the union arrangement.

Mayor Cain called the motion to a vote with all present and voting "Aye" 3-1. The Council approved the motion. Councilman Matamoros voted "Nay". Councilman Pena was not present for the motion.

Discuss and take possible action to recommend a change of legal counsel to the Freeport Economic Development Corporation.

Councilman Pena stated that he placed this item on the agenda due to issues with Olson & Olson's representation of the EDC during litigation, as well as other problems the city had experienced with the firm. He noted that Olson & Olson was terminated from representing the city in June 2025 due to what he described as documented misinformation, documented cover-ups, documented lies by a unanimous vote. He

criticized the poor communication and high billing from the firm. He elaborated on specific instances that contributed to the council's decision to terminate Olson & Olson. He mentioned that when the Freeport Police Chief was suspended, the Council repeatedly asked Olson & Olson for evidence and justification, but received no answers, which he described as a cover-up. He highlighted that this lack of transparency and communication made it difficult for the council to fulfill their responsibilities. Councilman Pena also argued that the law firm's approach to handling city issues tended to lead to inflated legal bills, demonstrating a focus on prolonging legal processes rather than resolving them efficiently for the city's benefit.

Councilman Matamoros expressed his opposition to the recommendation of a change in legal counsel for the Freeport Economic Development Corporation. He highlighted that the individuals on the EDC board were qualified and had conducted an extensive search to select a law firm that would support the board's needs effectively. Councilman Matamoros suggested that this item brought by Councilman Pena might be driven by personal grievances, stating his view that it was another vendetta because someone does not like someone else. He emphasized the professionalism and competence of Olson & Olson, underscoring that their selection was based on a diligent and thorough process. This selection process involved reviewing a pool of prospective firms, during which Olson & Olson stood out as one of the most qualified to handle the EDC's legal affairs. Councilman Matamoros further argued that the notion of changing legal counsel as proposed by Councilman Pena was an unnecessary waste of time, considering the EDC's current representation was already suitable. He advocated for relying on the judgment and independent thinking of the EDC board members to continue doing good work for the city.

A motion was made by Councilman Pena that the City of Freeport advise the EDC to terminate and seek a new law firm to represent the City's EDC, because make no mistake about it, the EDC's money is the taxpayer's money. Motion died due to a lack of a second.

Mayor Cain stated that when the council fired Olson & Olson, it was due to a specific individual, not the entire organization. He noted that the EDC is its own board that can make its own decisions, similar to how the EDC had retained Chris Duncan as their attorney for some time after the city council had dismissed him.

EDC Director Robert Johnson emphasized that the EDC had not been deliberately stonewalling information but was bound by confidentiality agreements during mediation, which Judge Sebesta had confirmed.

## **Work Session**

### **Councilman Pena Ward A announcements and comments.**

Councilman Pena thanked all attendees and those watching online. He acknowledged the security enhancements made to the Council chambers, including new cameras and a repositioned podium, crediting City Manager Dr. Danielle Kelly and Police Chief Jennifer Howell for acting quickly following a recent incident. He expressed concern about ongoing hostility at meetings and emphasized the importance of the Council's oath to uphold the City Charter. Councilman Pena addressed the status of the recall effort against Mayor Cain, clarifying that despite the petition not meeting the signature threshold at the last meeting, the process was ongoing. He emphasized that the Charter must be followed and that no council member should act outside of its bounds. He noted the upcoming May election, identifying candidates in Ward A Manning Rollerson, Melanie Oldham, and Larry McDonald and Ward C Nicole Mireles and a new resident Mr. Peoples. Councilman Pena also referenced issues related to hotel occupancy taxes and a matter involving the Texas Workforce Commission and Lance Petty. He closed by expressing optimism about Freeport's investment potential and encouraging residential development.

### **Councilman Davis Ward B announcements and comments.**

Councilman Davis proposed holding a meeting focused on establishing a vision and goals for Freeport's

development. He suggested each council member develop three key priorities they want to achieve, emphasizing that Freeport has great potential but needs a clear direction. He noted that the Main Street presentation demonstrated the type of planning that could help Freeport grow, and stressed the importance of capitalizing on Freeport's waterfront, downtown, and beach.

Mayor Cain suggested waiting until after the May election to include new council members in the visioning process.

#### Councilman Matamoros Ward C announcements and comments.

Councilman Matamoros announced he would not be seeking reelection, citing the need to prioritize his family and career. He asked City Manager Dr. Danielle Kelly to have Public Works address standing water in a ditch near Avenue G and Yellowstone that was becoming a mosquito breeding ground. He also requested that code enforcement address vehicles that remain stationary for extended periods throughout his ward. Councilman Matamoros responded to earlier criticisms from a resident regarding a carport issue. He stated that he had not lied about the carport being on city property. He presented emails he had received that suggested coordinated efforts to attack him and other officials at council meetings. He defended his record on the council, highlighting his work on public-private partnerships that rehabilitated three neighborhood parks. He stated these accomplishments demonstrate his commitment to tangible improvements in Freeport, contrasting the unfounded allegations leveled against him.

#### Councilman Rossow Ward D announcements and comments.

Councilman Rossow shared information about the Gulf Coast Transit District's microtransit service, which provides door-to-door transportation services for residents. The service can be scheduled via an app or by calling 1-800-266-2320, with as little as 30 minutes' notice. He emphasized this was a valuable resource for seniors, people with disabilities, and anyone needing transportation. He also reported that the Senior Citizen Board was active with new members and holding well-attended events at River Place, particularly bingo games which drew up to 120 participants. Additionally, he mentioned his role as liaison to TML (Texas Municipal League) and an upcoming meeting on February 20th.

#### Mayor Jerry Cain announcements and comments.

Mayor Cain thanked everyone for attending the meeting and reminded citizens that early voting had started. He noted improvements in the city, including the stoplight on Second Street which no longer has excessive delays and the new flashing red light stop sign on Fourth Street. He also shared about his daughter correcting him after the previous council meeting when he had referred to her as 7 years old instead of her actual age of 9.

#### City Manager announcements and comments.

City Manager Dr. Danielle Kelly had no announcements or comments.

### **Executive Session**

The Regular Session closed at 6:28P.M. and the Council entered into the Executive Session.

### **Reconvene into Open Session:**

Take any action resulting from Executive Session.

The Executive Session ended at 7:09P.M. and the Council went back into Regular Session.

### **Adjournment**

Adjournment – Jerry Cain, Mayor

A motion was made by Councilman Davis to adjourn, seconded by Councilman Matamoros with all present and voting "Aye" 5-0. Mayor Cain adjourned the meeting at 10:27P.M.

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Jerry Cain, Mayor

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Clarisa Fernandez City Secretary

# MAIN



# FREEPORT

# STREET



**OVERVIEW OF THE MAIN STREET  
PROGRAM AND ITS ROLE IN  
FREEPORT**

**PRESENTED BY:  
MAIN STREET FREEPORT**

**"EXHIBIT A"**





- A NATIONALLY RECOGNIZED **ECONOMIC DEVELOPMENT MODEL**
- FOCUSED ON **HISTORIC DOWNTOWNS**
- **DATA-DRIVEN AND LONG-TERM**
- BUILDS ON EXISTING **COMMUNITY ASSETS**

# WHAT IS **MAIN STREET** **HISTORIC PRESERVATION** DOWNTOWN REVITALIZATION?



# THE MAIN STREET UMBRELLA



**NATIONAL  
MAIN STREET  
AMERICA**



**STATE COORDINATING  
PROGRAM**



**LOCAL PROGRAM**

# WHAT IS **NOT** MAIN STREET

- NOT JUST EVENTS
- NOT JUST MARKETING
- NOT A SHORT-TERM PROJECT
- NOT A ONE-PERSON EFFORT



*Events are one tool but not the purpose of the program...*

*Here's why...*

# THE 4-POINT

## MAIN STREET AMERICA FRAMEWORK

1

**ECONOMIC VITALITY-**  
BUSINESSES, BUILDINGS,  
INVESTMENT

2

**DESIGN-HISTORIC**  
PRESERVATION,  
WALKABILITY, APPEARANCE

3

**PROMOTION-TOURISM,**  
BRANDING, COMMUNITY  
PRIDE

4

**ORGANIZATION-**  
PARTNERSHIPS,  
VOLUNTEERS,  
COORDINATION



# APPROACH

# WHY MAIN STREET MATTERS



- ENCOURAGES **REINVESTMENT** IN EXISTING BUILDINGS
- SUPPORTS **SMALL** AND LOCAL **BUSINESSES**
- INCREASES **DOWNTOWN OCCUPANCY**
- PRESERVES COMMUNITY **IDENTITY**
- ENHANCES **TOURISM** AND **QUALITY** OF LIFE

***DOWNTOWNS OFFER ONE OF THE HIGHEST RETURNS ON PUBLIC INVESTMENT***

# REINVESTMENT

# 2025 FREEPORT

- PUBLIC/PRIVATE: \$357,785
- PUBLIC: \$16,912

# FREEPORT MAIN STREET ANNUAL REPORT

## A NEW RESTAURANT COMING SOON...

**MAIN STREET  
FREEPORT**

# 2025

**REINVESTMENT**  
**\$377,197**  
PRIVATE: \$2500  
PUBLIC/PRIVATE: \$357,785  
PUBLIC: \$16,912

**330+  
VOLUNTEER  
HOURS**

**EVENTS**  
15<sup>TH</sup> ANNUAL KIDFEST  
CHRISTMAS ON MAIN:  
TREE LIGHTING &  
HOLIDAY MARKET

**SOCIAL  
MEDIA**  
VIEWS: 194,930K  
3 SEC VIEWS: ↑ 2,069%

**NEW BUSINESS:**  
  
207 East Park  
Freeport, TX 77541

**Christmas on Main 2025**  


**Inaugural Event: New Tradition**  


**PARTNERS:**  
  


1201 N Ave H. Freeport, TX

  @MainStreetFreeportTX

# EXAMPLES OF SUCCESSFUL MAIN STREET CITIES



**NACOGDOCHES, TX**



**GEORGETOWN, TX**



**DENISON, TX**

# where to go next?

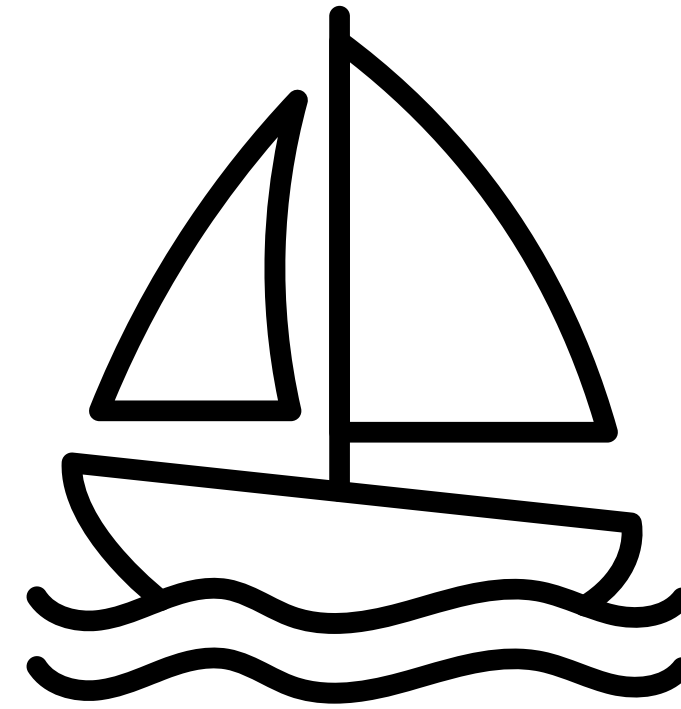
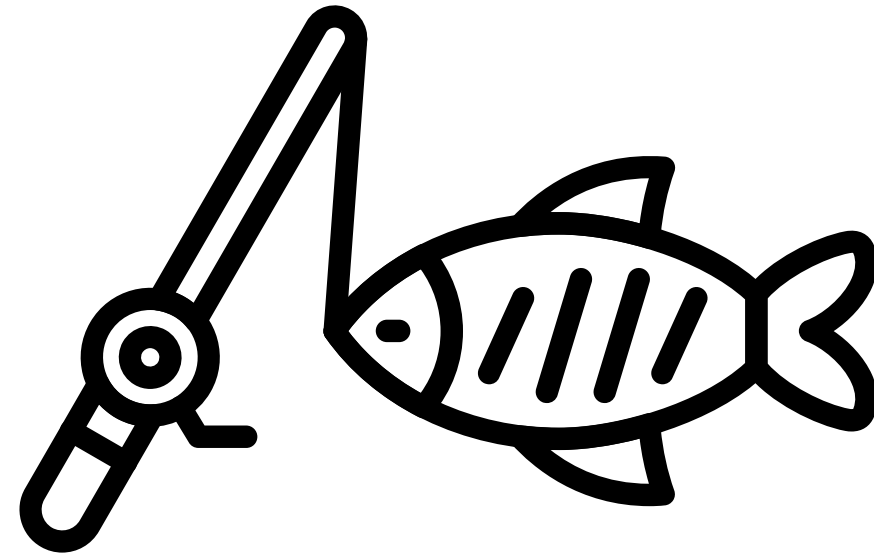
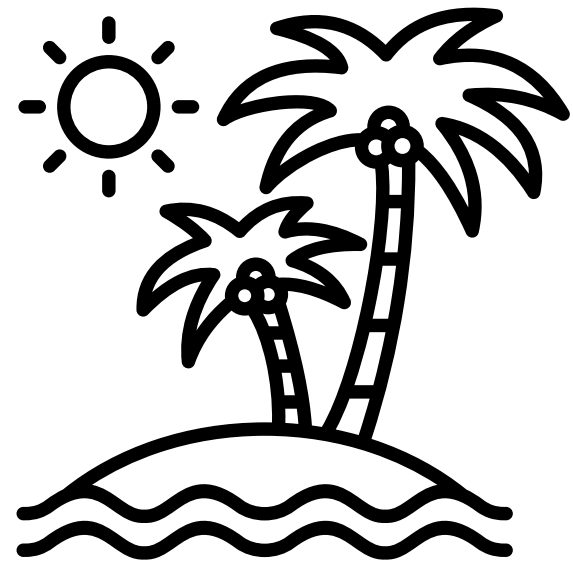
**& HOW MAIN STREET CAN HELP**

200 BLOCK OF  
EAST PARK AVE.

**CITY PARK IN FREEPORT, TEXAS ca1918. FIRST SMALL BUILDING ON THE LEFT WITH SIGN IS HENNING'S JEWELRY. THE SIGN SAYS HENNING'S THE BEST JEWELERS. THE BRAZOS RIVER RUNS BEHIND THE WATER TOWER & THE TARPON INN**



# CITY ASSETS



**HISTORIC DOWNTOWN**  
**A COASTAL CITY**  
**WATER-BASED RECREATION**



# FREEPORT MAIN STREET



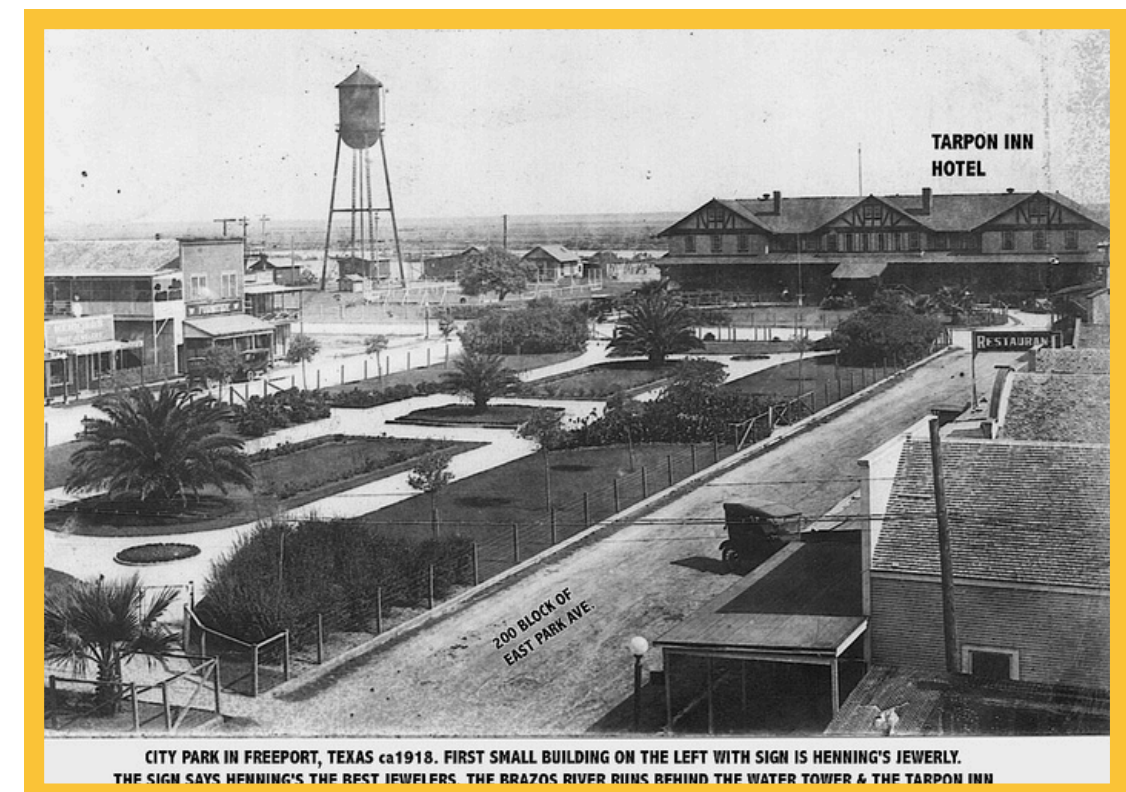


**FREEPORT, 1912:** The bank building on Park Avenue was also home to offices of the Freeport Sulphur Company, which were on the second floor.



**THE 100 BLOCK OF WEST BROAD STREET IN FREEPORT TEXAS. 1920s**

# HISTORIC PRESERVATION



**CITY PARK IN FREEPORT, TEXAS ca1918.** FIRST SMALL BUILDING ON THE LEFT WITH SIGN IS HENNING'S JEWELRY. THE SIGN SAYS HENNING'S THE REST JEWELERS. THE BRAZOS RIVER RIMS BEHIND THE WATER TOWER & THE TARPON INN

# “A SENSE OF PLACE”



Anchor Productions®  
HEBREW 6:192  
PHOTOGRAPHY



Anchor Productions®  
HEBREW 6:192  
PHOTOGRAPHY

PHOTOGRAPHER ANCHOR PRODUCTIONS

Historic Preservation

# THANK YOU



*Freeport Main Street*

**Downtown Revitalization**



## City Council Agenda Item #[3.B]

**Title:** Approval of Road Closures for Move & Groove Downtown, Saturday, March 21, 2026, from 7:00 AM- 10:00 AM-Main Street Coordinator, Maria Lopez

**Date:** March 2, 2026

**From:** Maria Lopez, Mainstreet Coordinator

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**Staff Recommendation:** Staff recommends the approval of road closures for Move & Groove in Historic Downtown Freeport on Saturday, March 21st. This free community event highlights our Historic Downtown and our designated Main Street District in accordance to the Main Street Four Point Approach and serves as a quality of life component for our residents.

**Item Summary:** The requested road closures on Saturday, March 21, 2026, for the Move & Groove Downtown event, hosted by Freeport Main Street, include the following: 7:00 AM – 10:00 AM -- 2nd Street between E. Park Avenue and Cherry Street, W. Broad Street between Cherry Street and E. Park Avenue, road blocks at 4th Street and Cherry Street, 4th Street and W. Park Avenue, and 4th Street and E. Park Avenue.

**Background Information:** Move & Groove Downtown is a new community wellness event hosted by Main Street Freeport, inviting residents and visitors to enjoy a fun, active morning in the heart of Downtown Freeport. Participants will take part in a guided downtown walk featuring brief stops, light storytelling, and a relaxed pace designed for all ages and abilities.

**Special Considerations:** The walking route will remain within the Downtown Main Street district. Coordination will occur with Public Works to ensure safe implementation of the road closures.

**Financial Impact:** All event-related expenses will be covered from the Main Street events budget.

**Board or 3rd Party Recommendation:** The Main Street Advisory Board supports Move & Groove Downtown as a new community engagement initiative within the Main Street district.

**Supporting Documentation:**

1. Move & Groove-Road Closure

# Move & Groove

3/21

@mainstreetfreeporttx

REGISTER, LEARN  
MORE HERE

7:30 AM  
MORNING WALK



# DOWNTOWN

# MAIN STREET

# Road Closures

**Move & Groove**  
**3.21.26**  
**7:00 AM-10:00 AM**





# City Council Agenda Item #[4.A]

**Title:** Consideration and possible action approving a contingent fee contract with Perdue Brandon Fielder Collins & Mott LLP pursuant to Section 6.30 of the Tax Code, said contract being for the collection of delinquent government receivables owed to the City of Freeport and notice of said contract is posted with the agenda in accordance with Section 2254 of the Government Code.

**Date:** March 2, 2026

**From:** Ashlee Hurst, Finance Director

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**Staff Recommendation:** Staff recommends approval of the contract.

**Item Summary:** This contract will allow for the collection of delinquent utility account balances, with a 30% collection fee added to the total due that is turned over to the Law Firm. That fee would be added to the utility account before being sent out for collection. The fee would only be collected on balances that are successfully collected. This contract would enter the City into a one-year contract for collection services, and can be reviewed and possibly renewed yearly thereafter.

**Background Information:** Currently, Perdue Brandon Fielder Collins and Mott, LLP assists the City with property tax collections, utility billing collections, and court fee collections. The City has a strong working relationship with the Law Firm and wishes to extend that working relationship again with the contract presented.

**Special Considerations:** This is the same Law Firm the City currently uses.

**Financial Impact:** The dollar amount of successful collections is unknown.

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**

1. city of freeport chapter 2254 noticeagenda itemposting-2026
2. city of freeport 2026 contract

**Public Notice:**

NOTICE PURSUANT TO GOVERNMENT CODE SEC. 2254.1036

WHEREAS, the City of Freeport (“City”), will consider entering into a contingent fee contract with the law firm of Perdue, Brandon, Fielder, Collins & Mott, L.L.P. (“Firm”) and hereby posts this notice pursuant to Sec. 2254.106 of the Government Code.

WHEREAS, this notice shall be posted before or at the time of giving the written notice required by Government Code Sec. 551.041 for a meeting described by Sec. 2254.1036(2) of the Government Code and shall announce the following:

A. The City is pursuing a contract with the Firm for the collection of delinquent ad valorem taxes owed to the City and through this contract the City seeks to increase recovery of its delinquent debts in as expeditious a manner as possible. GOVT. CODE § 2254.1036(1)(A).

B. The City believes the Firm has the competency, qualifications, and experience necessary to fulfill this contract. GOVT. CODE § 2254.1036(1)(B). The Firm has collected delinquent government receivables for over 50 years, including the collection of delinquent ad valorem taxes. The Firm currently has 14 primary offices and multiple satellite offices throughout Texas, Oklahoma, and Florida. It employs more than 450 individuals, including more than 55 attorneys. It uses a multi-office, fully integrated team approach allowing the City access to all its offices and resources. Its collection team consists of long-term Firm employees, including attorneys, call center associates, paralegals, law clerks, legal secretaries, collection support personnel and information technology experts. The Firm utilizes proprietary collection software that can be tailored to meet any special need the City may have. This proprietary software also automates many aspects of the collection process, such as: account/debtor research, mailings and phone calls, return mail and address updates, payment notification and processing and workflow.

C. The nature of any relationship between the City and the Firm is as follows. GOVT. CODE § 2254.1036(1)(C). The Firm has represented the City since 1997 in the collection of delinquent ad valorem taxes.

D. The City is unable to perform collect its delinquent ad valorem taxes. GOVT. CODE § 2254.1036(1)(D). The City currently does not have adequate support staff, computer software/programming, or experience to internally conduct these collection services and acquiring these will result in substantial expense to the City.

E. These collection services cannot be provided for an hourly fee. GOVT. CODE § 2254.1036(1)(E). The Tax Code allows the assessment of a percentage-based fee to recover the costs of collecting delinquent ad valorem taxes. This percentage-based fee is assessed only against the debtor and not the City or taxpayers of the City. The collection of delinquent ad valorem taxes is a high-volume practice, requiring a significant amount of research, mailing, and handling of outbound/inbound calls. An hourly fee for such work will likely exceed amount of delinquent ad valorem taxes due. Moreover, the City will bear the cost of these hourly fees and not the debtor,

because the Tax Code does not expressly authorize the City to pay for collection services based on an hourly fee.

F. The City believes this contingent fee contract is in its best interest. GOVT. CODE § 2254.1036(1)(F). Under the contingent fee contract, the Firm will be paid the amount of the percentage-based collection fee, regardless the number of hours the Firm spends researching, contacting and mailing to collect the delinquent debt. Additionally, the percentage-based collection penalty is a pass-through expense to the debtor and not an expense to the City or taxpayers in the City.

**Written Findings:**

Written Findings as to the Collections Contract with Perdue, Brandon, Fielder, Collins & Mott, LLP

In an open meeting, the City Council for City of Freeport considered all matters listed Section 2254.1036(a)(1) of the Government Code, as they relate to a contingent fee contract with Perdue Brandon Fielder Collins and Mott, LLP.

The City Council, pursuant to Section 2254.1036(b), of the Government Code, hereby finds the following to be true: 1) there is a substantial need for the legal services specified in said contract; 2) these legal services cannot be adequately performed by the attorneys and supporting personnel of City of Freeport; and 3) these legal services cannot reasonably be obtained from attorneys in private practice under a contract providing only for the payment of hourly fees, without regard to the outcome of the matter, because of the nature of the matter for which these services will be obtained or because City of Freeport does not have funds to pay the estimated amounts required under a contract providing only for the payment of hourly fees.

Therefore, this City Council hereby approves the contract by and between City of Freeport and Perdue Brandon Fielder Collins & Mott, LLP, for professional legal services regarding the collection of delinquent ad valorem taxes with services to be paid in accordance with Section 6.30 of the Tax Code.

APPROVED and EXECUTED this the \_\_\_\_ day of \_\_\_\_\_, 2026.

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On Behalf of the City Council for City of Freeport  
Brazoria County, Texas

**CONTRACT FOR THE COLLECTION OF  
DELINQUENT TAXES**

**THE STATE OF TEXAS** §

§

**COUNTY OF BRAZORIA** §

**SECTION I. PARTIES**

THIS CONTRACT (hereinafter referred to as the “Contract”) is made between **CITY OF FREEPORT** (hereinafter referred to as “Taxing Authority”), a political subdivision of the State of Texas, acting by and through its governing body, and **PERDUE, BRANDON, FIELDER, COLLINS & MOTT, L.L.P.**, (hereinafter referred to as the “Firm” or “Perdue Brandon”) Houston, Texas, or their duly authorized representatives. Each of which may be referred to in the singular as “Party” or in the plural as “Parties.” The Parties acknowledge that this Agreement creates an attorney-client relationship.

**SECTION II. SCOPE OF SERVICES**

Taxing Authority agrees to engage and does hereby engage the Firm to represent Taxing Authority to enforce, by litigation or otherwise, the collection of all delinquent taxes (and current year's taxes becoming delinquent within the period of this contract), penalties, and interest, owing to the Taxing Authority which the Taxing Authority's Tax Assessor-Collector refers to the Firm and shall become subject to its terms upon the following conditions:

- A. Taxes that become delinquent during the term of this Contract that are not delinquent for any prior tax year become subject to the terms of this Contract on the first (1<sup>st</sup>) day of the month in which penalties attach to the taxes pursuant to Sections 33.07, 33.08 and/or 33.11 of the Texas Property Tax Code; and
- B. Taxes that become delinquent during the term of this Contract on property that is delinquent for prior tax years shall become subject to its term on the first (1<sup>st</sup>) day of

delinquency when such property is under litigation or comes under litigation or is referred to the Firm for collection by the Taxing Authority's Tax Assessor- Collector.

C. Other taxes, including current taxes, which are turned over to the Firm by the Taxing Authority's Tax Assessor-Collector because of the necessity of filing claims in bankruptcy, with other federal authorities, or for other reasons, shall become subject to the terms of this Contract at the time they are turned over to the Firm and the Firm shall be entitled to the appropriate percentage-based compensation, as set forth below.

### **SECTION III. THE FIRM'S COLLECTION OBLIGATIONS**

The Firm is to call to the attention of the Tax Assessor-Collector or other officials any errors, double assessments or other discrepancies coming under their observation during the progress of the work and is to intervene on behalf of the Taxing Authority in all litigation for taxes hereafter filed by any taxing unit on property located within its taxing jurisdiction.

Upon request, the Firm will provide progress reports and customized collection activity reports on all accounts to the Taxing Authority and will present a collection report at a meeting of the governing body of the Taxing Authority. The Firm will advise the Taxing Authority of all cases where investigation reveals taxpayers to be financially unable to pay their delinquent taxes.

The Firm will meet regularly with the Taxing Authority's Tax Assessor-Collector, and other Tax Office personnel to discuss matters that arise from day-to-day operations. The Firm agrees to provide information, advice, and guidance to the Taxing Authority on legal issues arising from delinquent tax collections, legislative changes to the Texas Property Code and truth-in-taxation matters.

### **SECTION IV. COLLECTION FEE**

Taxing Authority agrees to pay the Firm, as compensation for services rendered hereunder, the percentage as set forth below, of the total amount of delinquent taxes, penalties, and interest which are subject to this Contract and which are collected and paid to the Taxing Authority's

Tax Assessor-Collector, when an equal amount of Section 33.07, 33.08 or 33.11 penalties is recovered from the taxpayer:

Fifteen percent (15%) of 2001 and prior tax years collections and

Twenty percent (20%) of 2002 and subsequent tax year collections.

The Firm also is entitled to the appropriate percentage-based compensation as set for above, of current taxes received by the Taxing Authority when such percentage-based compensation is collected from the taxpayer prior to July 1<sup>st</sup> of any tax year.

Such compensation shall become the property of the Firm at the time such delinquent taxes, penalties, and interest are actually paid to Taxing Authority's Tax Assessor-Collector. The Tax Assessor-Collector shall pay said compensation to the Firm, at least monthly by check or ACH.

#### **SECTION V. TAXING AUTHORITY'S OBLIGATIONS**

Taxing Authority agrees to furnish to the Firm all data and information as to the name, and address of the taxpayer, the legal description of the property, tax years and amount of taxes due. Taxing Authority further agrees to update said information by furnishing a list of paid accounts and adjustments to the tax roll, as necessary. Section 33.48(a) (4) of the Texas Property Tax Code provides: "In addition to other costs authorized by law, a taxing unit is entitled to recover...reasonable expenses that are incurred by the taxing unit in determining the name, identity and location of necessary parties and in procuring necessary legal descriptions of the property on which a delinquent tax is due..." The Firm agrees to advance on behalf of the Taxing Authority such costs and expenses. In consideration of the advancement of such costs and expenses by the Firm, the Taxing Authority assigns its right to recover the same to the extent approved by the Court and/or customarily and usually approved by the Court. The Firm expressly waives any claim against the Taxing Authority for uncollected costs or expenses.

## **SECTION VI. COMMENCEMENT OF THE CONTRACT**

This Contract shall commence on April 29, 2026, and continue in force and effect until April 28, 2029, and shall continue thereafter on a month-to-month basis thereafter. This Contract supersedes any prior written or oral agreements between the Parties on the matters contained in this Contract. The Parties may extend the term of the Contract by mutual written agreement.

## **SECTION VII. TERMINATION OF THE CONTRACT**

During the term of this Contract, either Party shall have the right to terminate this Contract by giving the other Party thirty (30) days written notice of their desire and intention to terminate this Contract.

In the case of such termination, the Firm shall be entitled to receive and retain all compensation due to the date of said termination. Additionally, the Firm shall have an additional six (6) months to bring to payment or judgment or otherwise resolve or nonsuit all tax litigation and bankruptcy claims filed by the Firm on behalf of the Taxing Authority prior to the termination of this Contract. During such six-month period, the Firm will be entitled to compensation in accordance with the Section of this Contract entitled "Compensation Fees" for delinquent taxes, penalties, and interest collected and paid to the Taxing Authority's Tax Assessor-Collector for which the Firm filed litigation prior to the termination of this Contract.

## **SECTION VIII. NOTICE**

All notices or other communications required or permitted to be given pursuant to this agreement shall be in writing and shall be considered as properly given if sent by both email and certified mail, return receipt requested, postage prepaid, and addressed as follows:

**If to Firm:**

**Michael J. Darlow, 1235 North Loop West, Suite 600, Houston, Texas 77008**

**mdarlow@pbfcm.com**

**If to Taxing Authority:**

**Ashlee Hurst, 1201 North Ave. H., Freeport, Texas 77541 (979)-233-3526**

**ahurst@freeporrtx.gov**

**SECTION IX. SEVERABILITY**

Every provision of this Contract is severable. If any term or provision hereof or hereafter deemed by a Court to be illegal, invalid, void or unenforceable, for any reason or to any extent whatsoever, such illegality, invalidity, or unenforceability shall not affect the validity of the remainder of this Contract. Any remaining provisions shall be construed in a manner closely approximating the intention of the Parties with respect to the illegal, invalid, void or unenforceable provision or part thereof.

**SECTION X. ASSIGNMENT AND SUBCONTRACTORS**

This Agreement is not assignable, provided however, the Firm may from time-to-time obtain co-counsel or subcontract some of the services provided for herein to other law firms or entities. In such cases, the Firm will retain supervisory control and responsibility for any services provided by such co-counsel or subcontractors and shall be responsible for paying any compensation due to any such co-counsel or subcontractor.

**SECTION XI. MANDATORY AND EXCLUSIVE VENUE**

Mandatory and exclusive venue for any lawsuit or other adjudicative proceeding involving dispute arising under this Contract shall be in Brazoria, County, Texas.

**SECTION XII. CONFIDENTIALITY**

The Parties to this Contract agree that each shall treat as confidential all information

provided by a Party to the others regarding such Party's business and operations including proprietary technology and systems.

### **SECTION XIII. MANDATORY PROVISIONS**

Pursuant to Chapters 2252, 2271, 2274 and 2276 of the Texas Government Code, the Firm verifies that it does not and will not for the term of this contract boycott Israel or energy companies; that it does not have a policy which discriminates against a firearm entity or firearm trade association nor will it create such a policy for the term of this contract; and that it is not engaged in business with Iran, Sudan, or a foreign terrorist organization.

The State Bar of Texas investigates and prosecutes professional misconduct committed by Texas attorneys. If you have a complaint against or dispute with this firm involving professional misconduct, the State Bar's Office of Chief Disciplinary Counsel will provide you with information about how to file a complaint.

### **SECTION XIV. ACCEPTANCE OF REPRESENTATION**

This Agreement contains the entire agreement between the Parties hereto and may only be modified in a mutually agreed upon written amendment executed by the Parties. In consideration of the terms and compensation stated herein, The Firm hereby accepts said representation and undertakes performance under this Contract.

This Contract is executed on behalf of the Taxing Authority by the presiding officer of its governing body who is authorized to execute this instrument by Order duly passed and recorded in its minutes.

WITNESS the signatures of all Parties hereto in duplicate originals this the \_\_\_\_ day  
of \_\_\_\_\_ 2026 in Brazoria County, Texas.

**CITY OF FREEPORT**

**PERDUE, BRANDON, FIELDER,  
COLLINS & MOTT, L.L.P.**

By: \_\_\_\_\_  
\_\_\_\_\_, Mayor

By: \_\_\_\_\_  
Michael J. Darlow, Partner

By: \_\_\_\_\_  
\_\_\_\_\_, City Secretary



## City Council Agenda Item #[4.B]

**Title:** Consideration and possible action approving the purchase of dispatch radio console equipment.

**Date:** March 2, 2026

**From:** Chief Jennifer Howell, Police Chief

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**Staff Recommendation:** Staff recommends the approval to purchase dispatch radio equipment from Motorola in the amount of \$115,820.51.

**Item Summary:** The attached quote is to purchase radio equipment from Motorola Solutions for the amount of \$115,820.51. Once the police department purchases this equipment, we will submit proof of purchase through the grant portal and receive 100% reimbursement of the expenses.

**Background Information:** In 2025, Freeport Police Department applied for a grant to cover the cost of dispatch radio equipment upgrade. The grant was awarded to the PD for FY 2026.

**Special Considerations:** None.

**Financial Impact:** None.

**Board or 3rd Party Recommendation:** None.

**Supporting Documentation:**

1. 2026 Motorola Purchsae Grant

Billing Address:  
FREEPORT, CITY OF  
430 N BRAZOSPORT BLVD  
FREEPORT, TX 77541  
US

Quote Date:02/12/2026  
Expiration Date:04/13/2026  
Quote Created By:  
Sean Hipskind  
Sean.Hipskind@  
motorolasolutions.com

End Customer:  
FREEPORT, CITY OF  
Sam Shimfessel  
samshimfessel@callmc.com

Contract: 17724 - HGAC (TX)-RA05-21

### Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at [www.motorolasolutions.com/product-terms](http://www.motorolasolutions.com/product-terms).

Line #	Item Number	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
		Avtec Scout Voice and Radio Dispatch Consoles						
1	SYSTEMNAME	SYSTEM NAME*	1		\$0.00	\$0.00	\$0.00	\$0.00
2	SFW-SCOUT-EX-T1-SK	SCOUT EX CONSOLE, TIER 1	1		\$12,835.00	\$12,835.00	\$11,551.50	\$11,551.50
3	SCOUTSERVER	SCOUT WINDOWS SERVER, 1U	2		\$7,675.00	\$15,350.00	\$6,907.50	\$13,815.00
4	SFWSCOUTUPGEXT1	UPGRADES THE LICENSE OF A SCOUT E4T1 OR E8T1 CONSOLE WITH SOFTWARE AUDIO PACKAGE TO SCOUT EX T1	2		\$7,490.00	\$14,980.00	\$6,741.00	\$13,482.00
5	ACC-TSC-L	24" LED TOUCH SCREEN FOR PC CONSOLE - 16X9 FORMAT	3		\$1,955.00	\$5,865.00	\$1,759.50	\$5,278.50
6	SCOUTPC	SCOUT CONSOLE COMPUTER	3		\$2,595.00	\$7,785.00	\$2,335.50	\$7,006.50
7	ACCUSB-HUB10	USB HUB, 10-PORT, USB3.0, 48W	3		\$464.00	\$1,392.00	\$417.60	\$1,252.80



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.  
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
8	ACCUSB-HJB-NENA	AVTEC USB NENA HEADSET/HANDSET JACKBOX	3		\$1,033.00	\$3,099.00	\$929.70	\$2,789.10
9	AVT-USB-FSW-SING	AVTEC USB PTT FOOTSWITCH, SINGLE PEDAL	3		\$423.00	\$1,269.00	\$380.70	\$1,142.10
10	ACCUSB-MIC	USB DESKTOP MIC	3		\$776.00	\$2,328.00	\$698.40	\$2,095.20
11	ACCUSB-SPK-2	USB SPEAKER KIT, DUAL	3		\$1,162.00	\$3,486.00	\$1,045.80	\$3,137.40
12	AVT-HEADSET-WIRELESS	HEADSET TOP AND PTT ADAPTER WITH 2 PRONG (PJ 7) CONNECTOR TO USE WITH AVTEC JACKBOX (ACCUSB-HJB-NENA), NOICE CANCELLING	3		\$849.00	\$2,547.00	\$764.10	\$2,292.30
13	SCOUTCARE-T1	SCOUTCARE,SOFTWARE EXTENDED MAINTENANCE OPTION,TIER 1	1	12 MONTHS	\$0.00	\$0.00	\$0.00	\$0.00
14	SCOUTCARE-HARDWARE	SCOUTCARE,HARDWARE EXTENDED MAINTENANCE OPTION	1	12 MONTHS	\$0.00	\$0.00	\$0.00	\$0.00
	Avtec Scout Voice and Radio Dispatch Consoles							
15	SYSTEMNAME	SYSTEM NAME*	1		\$0.00	\$0.00	\$0.00	\$0.00
16	SCOUTSERVER	SCOUT WINDOWS SERVER, 1U	1		\$7,675.00	\$7,675.00	\$6,907.50	\$6,907.50
17	ACC-TSC-S	22" LED TOUCH SCREEN MONITOR	1		\$2,155.00	\$2,155.00	\$1,939.50	\$1,939.50
18	ACCUSB-HUB10	USB HUB, 10-PORT, USB3.0, 48W	1		\$464.00	\$464.00	\$417.60	\$417.60
19	AVT-USB-FSW-WIDE	AVTEC USB FOOTSWITCH, WIDE TREADLE PEDAL	1		\$455.00	\$455.00	\$409.50	\$409.50
20	ACCUSB-MIC	USB DESKTOP MIC	1		\$776.00	\$776.00	\$698.40	\$698.40
21	ACCUSB-SPK-2	USB SPEAKER KIT, DUAL	1		\$1,162.00	\$1,162.00	\$1,045.80	\$1,045.80
22	AVT-HEADSET-WIRELESS	HEADSET TOP AND PTT ADAPTER WITH 2 PRONG (PJ 7) CONNECTOR TO USE	1		\$849.00	\$849.00	\$764.10	\$764.10



Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products. Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

Line #	Item Number	Description	Qty	Term	List Price	Ext. List Price	Sale Price	Ext. Sale Price
		WITH AVTEC JACKBOX (ACCUSB-HJB-NENA), NOICE CANCELLING						
23	SCOUTCARE-HARDWARE	SCOUTCARE,HARDWARE EXTENDED MAINTENANCE OPTION	1	12 MONTHS	\$0.00	\$0.00	\$0.00	\$0.00
	Product Services							
24	LSV00Q00378A	SYSTEM INSTALLATION-QUOTED	1		\$39,795.71	\$39,795.71	\$39,795.71	\$39,795.71

**Grand Total** **\$115,820.51(USD)**

**Notes:**

- Additional information is required for one or more items on the quote for an order.
- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

DRAFT



# ScoutCare™ Maintenance & Support

## *TERMS AND CONDITIONS FOR END USERS*

### DEFINITIONS

**“Controlled Deployment”** means a confidential and limited release of Software to particular Customer(s) for testing and evaluation purposes.

**“Defect”** means a failure of Software to operate substantially in accordance with Motorola’s written Specifications for such Software; provided, that (a) any such failure is reproducible by Motorola under Motorola’s customary testing procedures; (b) the failure results in substantial degradation of Customer’s system so that normal operations are not possible, or that the system works, but with limitations outside the scope of Specifications; and (c) such failure is reported to Motorola in writing within the applicable warranty period. Motorola does not warrant that the Software will perform without error or that it will run without immaterial interruption. Minor problems or bugs which do not limit operations are not Defects.

**“General Commercial Availability (“GCA”)** means the release date that the Software is made available for commercial sale to the public following Motorola’s determination that the Software has proven to be reliable, free of critical bugs, and is suitable for usage in a production environment. Each GCA release date will be documented and made available from Motorola.

**“Maintenance”** means a fee based program for servicing of the Software by way of Minor Releases, Major Releases and Updates to correct Defects, to improve the functionality of the Software, and to extend the software life cycle by assuring that Software remains compatible with the operating system and other related technologies. Maintenance shall be available for all periods where Customer opts to purchase ScoutCare coverage.

**“Maintenance Availability”** means that Maintenance shall be available for all periods when Customer is covered by ScoutCare and shall receive Major Releases, Minor Releases and Patches at no cost.

**“Major Release”** means a Software distribution by Motorola that includes significant improvements in the functionality or performance of the Product, and or adds new features which are made GCA for sale to the public. Typically, Motorola distributes 2 Major Releases per calendar year. Motorola shall provide support for the current release and the prior 2 versions of the Software. Typically, the first two numbers in the Version indicate the Major Release in the designation of the Product. For example: V4.5 and V4.6 are both Major Releases.

**“Minor Release”** means a Software distribution by Motorola that contains changes that correct Defects or make minor improvements in the functionality of the Product, which is GCA for sale to the public. Typically, the last number to the right of the decimal indicates as a Minor Release in the designation of the Product, with changes in the positional notation indicating order and importance. For example: V4.5.10 to V4.5.11.



“**Patch**” means a type of Minor Release intended to correct Defects. Because a Patch is not intended to make incremental or major improvement to the Product, it is not categorized as a Minor Release or a Major Release. Motorola will include the term “Patch” in the GCA release documentation.

“**Product(s)**” means any ScoutCare hardware (and related parts and supplies) or computer software programs specified in a product schedule. Product shall also include each and every Major Release, Minor Release, or Patch available from Motorola during the term of each Maintenance and Support period.

“**ScoutCare**” means Motorola’s Software Maintenance and Support for licensed Software as described in Appendix A.

“**Software**” means all Motorola owned or sublicensed software, computer programs, documentation, and applications for which licenses are available to be purchased, as may be described in a separate Product schedule, including, without limitation, software imbedded in any equipment or goods, software programs provided on a stand-alone basis, and any Major Release, Minor Release, or Patch.

“**Specifications**” means the Specifications for a Product or Service set forth in Motorola’s most recent user documentation or other published Specifications for such Product or Service, except when superseded by Specifications in an approved SOW.

“**Support**” means that Motorola will provide direct access via reasonable telephone and email to experienced and knowledgeable support personnel for advice and counsel on Customer’s use of the Software. Support services shall be provided to Customer’s Tier 1 support personnel (“**Support Representatives**”), who have completed Scout system administrative training class, and shall be reasonably competent in the use and operation of Motorola’s products. Only Support Representatives will contact Motorola for Support purposes. Motorola will make all commercially reasonable efforts to address the problem identified by the Support Representatives.

“**Warranty as to Products.** The warranty period applicable to a Product (hardware or Software) installed by Customer 15 months following the date on which the Product is shipped by Motorola to Customer. Unless otherwise stated in a SOW, the warranty period applicable to a Product installed by Motorola at Customer’s site is one (1) year following the date on which installation commences. Customer agrees that time is of the essence with respect to this warranty period and Motorola shall have no obligation to accept returns for any reason following expiration of the warranty period. During the Warranty period, Motorola technical support shall be limited to providing telephone assistance as necessary to cause the licensed Products to perform in accordance with its Specifications.

“**Version**” means the distribution of licensed Software by Motorola such that ongoing changes made to such Product are designated usually in the form of a Major Release or a Minor Release or a Patch.



## SCOUTCARE™ MAINTENANCE & SUPPORT

### Software Maintenance and Support Services.

1. In consideration of fees, Motorola shall make available to Customer for each Scout system covered by this Agreement the following services during the Term, which are further described in Appendix A attached hereto (the “Services”).
  - a. Major Releases, Minor Releases, and Patches.
  - b. Telephone support during support hours for consultation and problem resolution. Support hours are 8AM to 7PM EST, excluding Motorola holidays (as set forth in Appendix A), and telephone support shall be toll free in the United States and Canada.
  - c. Telephone Critical Priority support for serious system problems outside of support hours (24x7x365).
  - d. Secure access to an online Customer portal to access information resources for Motorola Products.
  - e. Remote upgrade assistance provided to Tier 1 Support Representative. Optional on-site assistance is available at additional cost.
  - f. Scout Administrative Training Class (online or at Motorola Headquarters) for two (2) individuals, per location, identified by Customer Classes will be scheduled at mutually agreed times. Customer is responsible for travel expenses.
2. **Cancellation of Current Contracts** By signing this agreement, Motorola agrees to cancel all current ScoutCare maintenance contracts with Customer. Payment of any outstanding invoices will be required.
3. **ScoutCare Software Maintenance Fee.** Customer shall pay Motorola an annual fee based on a percentage of price of software licenses. The annual coverage will begin 90 days after the equipment ships, or upon Customer acceptance, whichever occurs first. Renewal coverage will start on contract renewal.. Motorola shall submit single line Invoice(s) to Customer annually. Payment for Invoices are due Net 30 from Invoice delivery.
  - a. The fee shall include pro-rated amounts for additional licenses added to the system during the prior year, calculated from the warranty expiration date to the expiration of the ScoutCare term, to align all renewal dates.
  - b. Motorola will provide an audit of the software licenses on an annual basis.
  - c. With a 5 year contract, Motorola will not increase the rate payable on an annual basis.
4. **ScoutCare Hardware Maintenance Option.** ScoutCare Software Maintenance Customers may also purchase a hardware maintenance option. Hardware Maintenance is only available with purchase of ScoutCare Software Maintenance.
  - a. Hardware Maintenance fees shall be quoted based on hardware purchased.
  - b. Motorola will, at its option, attempt to repair a defective product or component, or replace the item with a like or similar component at no cost to the Customer exclusive of shipping to Motorola’s headquarters. Only defects occurring under normal use and service will be covered. Replacement components may be new or reconditioned.
  - c. Due to product changes, component obsolescence, and parts availability, Motorola cannot always guarantee an exact form, fit, and function replacement component for the defective item. Motorola will make every effort to avoid or minimize the impact of such situations, but is only obligated to replace or repair the defective item. All replaced items become the property of Motorola.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



- d. Equipment must be returned via Motorola's Return Merchandise Authorization ("RMA") program and identified as covered under ScoutCare hardware maintenance. Motorola will check all serial numbers of returned equipment against serial numbers covered by ScoutCare.
- e. Firmware and hardware update modifications will be applied to returned items as needed, at Motorola's discretion.

## 5. Term and Termination

- a. For a (5) year ScoutCare Contract - The term of the Agreement shall be five (5) years and will be eligible for renewal at then current rates. Customer may terminate this agreement, in writing, for any reason, however, doing so will require a payment to Motorola of 25% of the total remaining value of the agreement within 45 days of the termination notice period. Upon termination, Motorola will no longer provide any ScoutCare services. In addition, if either Party breaches this Agreement and such breach remains uncured more than thirty (30) days after written notice of breach is given to the breaching Party, the other Party may terminate the Agreement immediately by written notice to the breaching Party. If Motorola breaches the agreement, a pro-rated refund will be provided for the remaining period.

## 6. ScoutCare Lapse and Reinstatement Fee.

Customers who allow Software Maintenance lapse must purchase ScoutCare coverage calculated from the original renewal date to present (the lapsed fee), plus a minimum of 12 months. In addition, if the lapse is longer than 30 days, an additional fee equal to twenty-five percent (25%) of the lapsed fee is required to reinstate ScoutCare.

## 7. Exclusions

- a. ScoutCare does not provide for the cost of personal computer or server operating system upgrades or updates, or maintenance on other third-party products supplied by Motorola, unless explicitly quoted by Motorola.
- b. ScoutCare does not cover issues related to third- party equipment, software, and their configuration provided by others. This includes Customer's network infrastructure, Customer supplied computers, software applications, radio/telephony systems and accessories not provided by Motorola.
- c. Hardware Maintenance includes only items supplied by Motorola and does not cover theft, accidental or intentional physical damage, flooding, condensation, mold, lightning and electrical surges, spilled liquids, misuse, abuse, products with missing or altered serial numbers, or damage caused by unqualified repair personnel.

## 8. Third Party Device Support.

Motorola does not provide support for third party hardware and software that is not supplied by Motorola as a part of the console system.

## 9. Eligibility for New Releases.

In the event Customer chooses not to install a newer Version of the Software made available to Customer during the term of its ScoutCare, Customer shall maintain licensing rights to use any Version of the Software with a GCA release date prior to expiration of its ScoutCare coverage.



**10. Warranty Disclaimer.** NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, MOTOROLA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND AS TO ANY SERVICE PROVIDED HEREUNDER. MOTOROLA HEREBY DISCLAIMS ALL IMPLIED WARRANTIES OF ANY KIND, INCLUDING BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

**11. Limitation of Liability and Remedies.** THE LIABILITY OF MOTOROLA ARISING OUT OF OR RELATING TO SCOUTCARE OR ANY SERVICES PROVIDED BY MOTOROLA UNDER OR IN CONNECTION WITH SCOUTCARE SHALL BE LIMITED TO THE ACTUAL AMOUNTS PAID TO MOTOROLA FOR SOFTWARE MAINTENANCE, AND THE SOLE REMEDY OF CUSTOMER OR OTHER CLAIMANT AGAINST MOTOROLA SHALL BE TO RECOVER SUCH AMOUNTS, UPON PAYMENT OF WHICH MOTOROLA SHALL BE RELEASED FROM ALL FURTHER OBLIGATION AND LIABILITY TO CUSTOMER OR SUCH OTHER CLAIMANT. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR PUNITIVE DAMAGES, OR DAMAGES FOR LOST PROFITS, OR ANY INCIDENTAL, INDIRECT OR CONSEQUENTIAL DAMAGES OF ANY KIND, EVEN IF SUCH PARTY IS AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

IN WITNESS WHEREOF, the Parties hereto each acting with proper authority, and intending to be legally bound, have executed this Agreement

**Customer**

**Motorola Solutions, Inc.**

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

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

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

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

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

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

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



## Appendix A

### ScoutCare™ Maintenance and Support Services

#### Software Maintenance

A primary benefit of ScoutCare is its provision for software maintenance, which falls into four categories:

1. **Adaptive** – modifying the software to cope with changes in operating systems, hardware platforms, and integrations to external systems. Console systems integrate many third-party systems and components, most of which include complex software. As these change over time, compatibility modifications and regression testing are mandatory. Security vulnerabilities also must be addressed as discovered. Adaptive software maintenance provides compatibility with the latest versions of Windows, radio and telephone systems.
2. **Perfective** – implementing functional enhancements to the software. Examples are new user interface features, connectivity, and improvement in management tools.
3. **Corrective** – diagnosing and fixing errors. No system is perfect, so issues are resolved on a priority basis. Patches are occasionally released if a high impact/high urgency issue emerges, while errors with workarounds are fixed in Minor Releases or Major Releases.
4. **Preventive** – increasing software maintainability or reliability to prevent future problems. Better diagnostics, improvements in redundancy mechanisms, and better error handling of user input are some examples of preventative software maintenance.

New Versions with new capabilities are released several times a year with Patches released from time to time to address specific issues. Motorola console systems covered by a ScoutCare agreement are entitled to use newer versions of their existing software licenses released during the ScoutCare term. Both application Software and any required firmware updates for Motorola Products are included.

#### Remote Support

Motorola maintains a team of Support engineers for telephone and remote support of Motorola systems. They can answer questions on configuration and help troubleshoot issues during business hours, and are also available 24-hours x 356 for Critical Priority support. Motorola systems are mission/business critical to our Customers and integrate into complex IP environments, so Motorola takes support seriously. Motorola's Maintenance and Support program is staffed with a team of professionals that are involved in system implementations, project management, training and Customer support. They are backed by a professional services team of software development and quality control engineers, to ensure complex escalated issues receive careful analysis. Motorola continuously provides these teams with the latest radio systems, virtualized test environments, and training to ensure both capability and capacity for proper Support delivery.

#### Technical Training Classes

ScoutCare provides training online or at Motorola's South Carolina headquarters for technical staff. This training is aimed at the System Administrator level and is based on the latest version of software. Tuition is waived for two persons (or 1 person in the Advanced Class). Additional personnel may attend at Motorola's normal rates. (Travel and daily expenses are not included.)

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the "Underlying Agreement") that authorizes Customer to purchase equipment and/or services or license software (collectively "Products"). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.



## Option for Hardware Maintenance

Motorola offers a Hardware Maintenance option to provide repairs or replacements on hardware products and accessories. After requesting an RMA number, items are shipped at Customer expense to Motorola's factory for repair and testing. Items are returned with pre-paid standard ground shipping and with at least 90 days' coverage, which may extend beyond the expiration of your ScoutCare Hardware agreement.

Because ScoutCare Hardware Maintenance Customers may need a particular item returned faster, we also offer an expedited shipping service. Expedited shipping service may be requested on a case-by-case basis and does not affect the rate paid for Hardware option services. Urgent repairs qualify for Advanced Replacement (loaner) components and expedited shipping. Advanced Replacement starts when you place a RMA order, which may be performed via phone, and you need a part shipped immediately while your original part is being processed for repair. Advanced Replacement items will be shipped via overnight (next business day), early a.m., delivery to minimize the impact on your business. Customers are expected to return the failed part immediately for repair processing. The Customer will not pay the expedited shipping charge as long as the Advanced Replacement item is returned within 30 calendar days of receiving the repaired item. Items not returned within the 30-day period will be invoiced at the prevailing retail rate. A purchase order or credit card will be requested before issuing the invoice, however if this is not obtained, the invoice will be generated and the account will be placed on credit hold until paid.

Customers not covered by ScoutCare Hardware Maintenance are ineligible for Advanced Replacement parts. Customers on a demand service will need to submit a P.O. or credit card for repair under RMA, or purchase replacement parts needed overnight, loaners are not available. Those parts will carry a 90-day warranty from date of shipment, for Motorola manufactured products. "Third party equipment" may require additional time to process. Replaced items will be warrantied for 90 Days from ship date, or will be included in the Hardware Maintenance program, whichever is longer.

## Customer Responsibilities

- Customer will be responsible to designate an on-site technical support person (Customer employee or Motorola) with current (within three years) training certification on the Motorola system. That person(s) will be responsible to communicate and work toward problem resolution with the Motorola Technical Support Team.
- Customer will have adequate supply of critical spare parts as recommended by Motorola.
- It is recommended when practical that Customer maintain a lab/demo system to support familiarization and piloting of new software releases prior to installation on a production system.
- Upon request by Motorola, Customer will provide Motorola with remote access into the system in order for Motorola to troubleshoot issues.
- Upon notice from Motorola of a new version release, Customer will be responsible for downloading the release within the term of this ScoutCare Maintenance Agreement. The Parties agree that email notice will meet this requirement.



## Tier-1 Maintenance Expectations for End-User Customers or their Local Service Providers

Tier-1 trained technical resources at Customer site locations are critical to properly evaluate communication system issues, to complete “first look” maintenance actions, and to maintain the high operational availability of communication systems and capabilities. To meet this need, Motorola provides dispatcher and system administrator training for all dispatch console end-user Customers and/or their Tier-1 local support providers. Motorola Customers on ScoutCare™, our Software Maintenance Program, are also entitled to recurring system administrator training at our Lexington, SC facility.

Motorola is available 7x24x365 to provide support for systems under warranty, and for Customers on ScoutCare™. Tier-2 support, (expert second level), is remote, and is reliant on Tier 1 input and feedback from knowledgeable and trained resources at or near the Customer locations.

In the event a Customer cannot commit their own resources, or local service provider resources, for training and maintenance support, Motorola can provide pricing for Tier-1 local/on-site support via Motorola employees or through our network of partners. Regardless of the resource designated to provide Tier-1 support, Motorola enables local support resources to perform the following functions:

1. Attend system administrator training.
  - a. Access the Motorola Customer Portal for technical documentation.
2. Act as the primary liaison with Motorola Customer Support (CS) for all Motorola dispatch console technical matters.
3. Perform “first look” maintenance for any suspected dispatch console related issues. First look, or Tier- 1 maintenance expectations include:
  - a. Respond to initial dispatcher requests for technical support.
    - i. Perform preliminary fault isolation. Eliminate the Customer network, PBX, radios, recorders, or other third party peripherals as a source of the issue.
    - ii. Ensure the IP network (routers, switches, hubs, protocol changers, etc.) and cabling that interconnects with the dispatch console system components are functional.
    - iii. Verify unicast and multicast traffic flow.
  - b. Determine whether or not the issue with the dispatch console can be resolved at Tier-1 or if it should be escalated for Tier-2 support from Motorola CS engineers.
  - c. Open and track Tier-2 tickets with Motorola CS.
  - d. Coordinate all Motorola Tier-2 maintenance activity with local site end-users.
  - e. Complete any locally required maintenance tasks under the direction of Motorola CS Tier-2 engineering.
  - f. Perform all local moves, additions, and changes (basic system administrator actions).
  - g. Perform console, VPGate, Frontier resets.
  - h. Verify Avtec Scout, VPGate, and Frontier configurations and settings.
  - i. Record fault data.
    - i. Indications (i.e., no PTT, no TX or RX, console locked up).
    - ii. Date and Time.
    - iii. Impact/Severity of Outage.
    - iv. Collect and upload Log files as needed to the Motorola FTP server.
    - v. Network packet capture (PCAPS) from consoles and VPGate.



- j. Implement SW patches and/or upgrades. Follow Tier-2 engineering instruction/direction for SW patching and/or upgrade.
- k. Physical HW replacement in the event of failure.
- l. Training of new end-users after preliminary training by Motorola has been provided.
- m. Maintain records of system design and layout, including IP addresses and Hostnames (where possible); provide this data to Motorola as needed for Tier-2 support.
- n. Utilize the "Scout Issue Resolution Checklist" (provided separately) to assist Tier-2 engineers with fault isolation and resolution.

Motorola engineering resources are available to support our Customers pursuant to the Service Level Agreement (SLA) detailed in our basic contract and/or ScoutCare agreement. Locally (trained) technical resources will help facilitate rapid resolution of issues, and ensure high system availability.

If there are any questions regarding Tier-1 or Tier 2 support, please contact Abe Gibson, Director of Customer Success at +1.803.358.3312.

### **Motorola Responsibilities**

Services to be provided for Customer under the ScoutCare program:

1. Motorola will provide remote Technical Support (described below) for Customer during Motorola's normal Operating hours (defined below).
2. Motorola will provide remote Technical Support for Customer for Critical Priority issues (defined below), at any time.
3. Motorola will provide hardware replacement service (RMA Support) for Customer during Motorola's normal Operating hours (defined below).
4. RMA repair request is made from Customer; RMA is processed within 4 business hours of form submission.
5. RMA advance replacement request is made from Customer; form complete and RMA is processed within 2 hours.
6. 90% of the calls will be responded to within 60 seconds during Motorola business hours.
7. 90% of calls will be responded to within 180 seconds after business hours and on weekends.
8. Each Support call will be logged and assigned a priority status of Critical, Urgent, or Normal. The following section lists responses based on each priority.



**Motorola Responses by Priority Status**

<b>Priority:</b>	<b>Critical</b>
<b>Definition</b>	Customer's system is substantially degraded and normal operations are not possible.
<b>Response Time</b>	30 Minutes
<b>Resolution Commitment</b>	Issue will be worked continuously until resolution
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 1 hour they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 2 hours if issue is still unresolved. A determination of additional resources will be made at that time. Update to Customer will be made every 2 hours until resolution.
<b>Call Closure Requirement</b>	Call will be closed when system is running without impact for 48 hours and Customer is satisfied with resolution.

<b>Priority:</b>	<b>Urgent</b>
<b>Definition</b>	Limited operational impact, able to work but with limitations
<b>Response Time</b>	60 Minutes
<b>Resolution</b>	Issue will be worked on a priority basis

<b>Priority:</b>	<b>Normal</b>
<b>Definition</b>	No impact to business, questions or informational
<b>Response Time</b>	1 Business Day
<b>Resolution Commitment</b>	Issue will be queued for resolution based on workload and other priority cases.
<b>Escalation Process</b>	If Customer Support Team is unable to resolve within 5 business days they will escalate to the appropriate member of the engineering team. Escalation to Management Team in 10 business days if issue is still unresolved. A determination of additional resources and time frame of resolution will be made at that time.

<b>Call Closure Requirement</b>	Call will be closed when Customer accepts resolution.
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## Contacts & Operating Hours

### Contact Phone Numbers & Email

- +1.803.358.3601 (Toll-free for US and Canada)
- +1.800.545.3034
- [avtec.customer.support@motorolasolutions.com](mailto:avtec.customer.support@motorolasolutions.com)
- [avtecrmrequest@motorolasolutions.com](mailto:avtecrmrequest@motorolasolutions.com)

### Location of Service Delivery

- 100 Innovation Place, Lexington, SC 29072 USA

### Hours of Operation

- Business hours support: Monday – Friday 8:00 AM– 7:00 PM EST
- After hours Critical Priority support: Monday – Friday 7:01 PM – 7:59 AM EST, 24-hour coverage Saturday, Sunday and Holidays

### Motorola Holiday List

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving day
Memorial Day	Day after Thanksgiving day
July 4th	Christmas Eve
Labor Day	Christmas Day

### Escalation Contacts

Additional assistance is available to ScoutCare Customers via Motorola's escalation process. In the event a ScoutCare Customer is not satisfied with the support we are providing or have provided, has questions regarding our support process, or wishes to discuss and obtain additional assistance, the following from the Services & Solutions Management team are available to support you:

Mike Ridge, Customer Support Manager Direct Dial:

+1.803.358.3415

Email: [Mike.Ridge@motorolasolutions.com](mailto:Mike.Ridge@motorolasolutions.com)

Escalation emails will be answered within one business day; escalation phone calls and/or messages will be responded to within 30 minutes.

For any Customer matter that cannot be resolved by the Customer Support team or by Customer Support Managers please contact:

Abe Gibson, Director of Customer Success Phone:

+1.803.358.3412

Email: [abe.gibson@motorolasolutions.com](mailto:abe.gibson@motorolasolutions.com)





## City Council Agenda Item #[4.C]

**Title:** Consideration and possible action for the purchase of an additional patrol vehicle for the Police Department.

**Date:** March 2, 2026

**From:** Chief Jennifer Howell, Police Chief

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**Staff Recommendation:** Staff recommends the approval for the purchase of a patrol unit from Sames Government Fleet Sales for the police department.

**Item Summary:** In January 2026, a deer ran into the side of a patrol unit (#29). This caused extensive damage to the vehicle and TML declared the vehicle a total loss because the repair cost exceeded its value. TML stated their evaluation is based on the Actual Cash Value (ACV), which considers things such as mileage, year, and the condition of the vehicle. TML will take possession of the vehicle and provide a settlement offer of: \$16,402 market value - \$500 deductible = \$15,902 settlement payment.

Staff is requesting to take the settlement funds and include with the remainder vehicle and equipment funds. Staff will re-pupose in-car camera, computer, radio, printer and stop sticks, providing a total savings of almost \$18,000.

**Background Information:** For the FY2026, the police department requested six new units for the fleet. City Council approved \$350,000 for the purchase of three police units. Staff worked diligently to secure the best pricing for vehicles, equipment and instillation, resulting in costs significantly below the approved budget. After purchasing the three units, equipment and installation, the remaining funds will be approximately \$135,000.

**Special Considerations:** The patrol unit is a 2019 with over 98,000 miles on it.

**Financial Impact:** Additional purchase would still be under the approved budgeted amount, and unused funds would be returned to the general funds. It is estimated to be in excess of \$50,000.

**Board or 3rd Party Recommendation:** None.

**Supporting Documentation:**

1. SAG-3562\_Freeport\_Police\_Department

Quote #: SAG-3562

Date: 2/23/2026

Expires: 3/25/2026

**Quote From:**

**Sames Bastrop Ford, Inc**  
1115 State Highway 71  
Bastrop, TX 78602  
Crystal Dennis | cdennis@sames.net  
Phone: 512-628-1665

**Quote For:**

**Freeport Police Department**  
430 N Brazosport Blvd  
Freeport, TX 77541

**Vehicle Information**

Year	Make/Model	Contract #	Color	Qty	Price	Total
2026	Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box	TIPS 240901	White	1	\$53,068.95	\$53,068.95

**Vehicles Subtotal: \$53,068.95**

Est. Delivery: 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box — Factory Order (60-90 days)

**Standard Options: 2026 Ford F-150 Police Responder (W1P) XL 4WD SuperCrew 5.5' Box**

- 3.5L V6 EcoBoost engine with 120-MPH top s...
- 10-speed electronic automatic transmission
- 4-wheel drive
- Black HD police-grade cloth 40/blank/40 fr...
- Oxford White exterior
- Black platform running boards
- Driver-only LED bulb spot lamp (Whelen)
- 5.5-foot cargo box
- SuperCrew cab
- Equipment Group 150A
- Rear intrusion plates in front seatbacks
- Center-section deleted from front seats
- Restraint control module cover provided
- 120-mph capable speedometer
- Heavy-duty police-grade cloth and vinyl se...
- Engine block heater
- Heavy-duty alternator
- Battery-saver feature
- Remote keyless entry
- Dual-zone electronic automatic climate con...

**Upfitter Information**

Upfitter	Quote #	Contract #	Qty	Price	Total
Emergency Upfitters of Texas	0226-02	-	1	\$21,135.00	\$21,135.00

**Upfitters Subtotal: \$21,135.00**

Transport Route: 1115 State Highway 71, Bastrop, TX, 78602 to 430 N Brazosport Blvd, Freeport, TX, 77541

Transport: \$400.00/vehicle x 165.3 miles = **\$400.00**

**PRICING SUMMARY**

Vehicles: \$53,068.95	Transport: \$400.00	<b>GRAND TOTAL: \$74,603.95</b>
Options: \$0.00	Trade-In: (\$0.00)	
Upfitters: \$21,135.00		

**TERMS AND CONDITIONS**

Balance on the vehicle is due within thirty (30) days of delivery to the upfitter or customer. A \$500 per month floor plan interest charge will be applied to any unpaid balance beyond Net 30 terms.

All prices provided in this quote are based on current market conditions and are subject to change. Pricing may be impacted by changes in OEM production availability, allocation limits, material shortages, tariffs, trade regulations, or other factors beyond the dealership's control.

Vehicle availability, production timing, and delivery schedules are subject to OEM manufacturing constraints and supply-chain conditions. The dealership shall not be held liable for delays, cancellations, or non-production resulting from OEM constraints or manufacturer decisions. In the event an OEM is unable to produce or deliver a vehicle as quoted, the dealership reserves the right to modify, delay, substitute, or cancel the order without penalty.

Any resulting price or availability changes will be communicated prior to final purchase or delivery.



## City Council Agenda Item #[4.D]

**Title:** Consideration and possible action to authorize Kimley-Horn to conduct Multi-Way Stop Control Analyses at Walnut Street & 7th Street and Walnut Street & 8th Street, and approval of a budget amendment in the total combined amount of \$14,000.

**Date:** March 2, 2026

**From:** Dr. Danielle Kelly

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### **Staff Recommendation:**

Staff recommends approval of Individual Project Order (IPO) Nos. 2026-01 and 2026-02 with Kimley-Horn and Associates, Inc. in the total combined amount of \$14,000.

### **Item Summary:**

The City has received community concerns regarding traffic control and intersection safety at:

- Walnut Street at 7th Street
- Walnut Street at 8th Street

To ensure decisions are data driven and consistent with the Texas Manual on Uniform Traffic Control Devices (TMUTCD), staff requested proposals from Kimley-Horn under the City's existing Master Agreement for Continuing Professional Services dated February 15, 2024. Under IPO 2026-01, Kimley-Horn will perform a Multi-Way Stop Control (MWSC) analysis at Walnut Street and 7th Street for a lump sum of \$7,000

Under IPO 2026-02, Kimley-Horn will perform a Multi-Way Stop Control (MWSC) analysis at Walnut Street and 8th Street for a lump sum of \$7,000

Kimley-Horn IPO 2026-02 Walnut.

Each analysis will include:

- Collection of 16-hour weekday turning movement counts
- Evaluation in accordance with the latest edition of the TMUTCD
- Preparation of a technical memorandum documenting findings; and
- One round of City review and comment.

The total combined cost for both analyses is \$14,000 (lump sum). This professional traffic study ensures that any installation of multi-way stop controls is supported by engineering



warrants and defensible traffic data, reducing potential liability exposure and ensuring compliance with state standards.

**Background Information:**

The City previously installed a four-way stop at the intersection of 4th and Pecan in response to safety concerns. As similar concerns have been raised regarding Walnut Street intersections, staff is seeking formal engineering evaluation before implementing additional stop control measures. Installation of unwarranted stop signs can create unintended safety and operational impacts. Conducting a TMUTCD compliant analysis ensures that traffic control decisions are based on objective criteria rather than anecdotal concerns alone.

**Special Considerations:** N/A

**Financial Impact:**

A budget amendment will be brought forward at a later date to appropriate funds in the total amount of \$14,000 to cover the cost of these services.

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**

1. Kimley-Horn IPO 2026-01 Walnut St & 7th St Multi-Way Stop Analysis
2. Kimley-Horn IPO 2026-02 Walnut St & 8th St Multi-Way Stop Analysis

**INDIVIDUAL PROJECT ORDER NUMBER 2026-01**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant or Kimley-Horn), and the City of Freeport, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated **February 15, 2024**, which is incorporated herein by reference.

**Identification of Project:** Perform a Multi-Way Stop Control Analysis for the intersection of Walnut St at 7<sup>th</sup> St in Freeport, Texas.

**Specific scope of basic Services:** The objective of this project is to evaluate the intersection of Walnut St at 7<sup>th</sup> St for consideration of multi-way stop-control (MWSC) in accordance with guidance in the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

**Task 1: Multi-Way Stop Control Analysis & Memo**

The Consultant will complete an analysis of the intersection of Walnut St at 7<sup>th</sup> St to evaluate the need for MWSC. 16-hour turning movement counts at the study intersection for a typical weekday will be collected using a subconsultant. MWSC analysis will be performed using the collected data. Evaluation for MWSC for future/projected conditions is not included as part of this task. The Consultant will perform MSWC analysis in accordance with guidance in the latest edition of the TMUTCD. The results of the analysis will be documented in a technical memo. A preliminary version of this technical memo will be submitted to the Client for review. The Consultant will address one round of appropriate Client comments prior to resubmittal to the Client.

**Additional Services if required:** Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

**Schedule:** The Consultant will work with the Client to develop a mutually acceptable project schedule.

**Deliverables:** The Consultant will submit the results of the analysis in a technical memorandum format.

**Terms of compensation:** The Consultant will perform the Services in Task 1 on lump sum basis.

Task 1: Multi-Way Stop Control Analysis & Memo	\$7,000	Lump Sum
<b>Total:</b>	<b>\$7,000</b>	<b>Lump Sum</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

**Other special terms of Individual Project Order:** None.

ACCEPTED:  
CITY OF FREEPORT, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: Stephen Kelly, P.E.

TITLE: \_\_\_\_\_

TITLE: Associate

DATE: \_\_\_\_\_

DATE: 2/16/2026

**INDIVIDUAL PROJECT ORDER NUMBER 2026-02**

Describing a specific agreement between Kimley-Horn and Associates, Inc. (the Consultant or Kimley-Horn), and the City of Freeport, Texas (the Client) in accordance with the terms of the Master Agreement for Continuing Professional Services dated **February 15, 2024**, which is incorporated herein by reference.

**Identification of Project:** Perform a Multi-Way Stop Control Analysis for the intersection of Walnut St at 8<sup>th</sup> St in Freeport, Texas.

**Specific scope of basic Services:** The objective of this project is to evaluate the intersection of Walnut St at 8<sup>th</sup> St for consideration of multi-way stop-control (MWSC) in accordance with guidance in the latest edition of the Texas Manual on Uniform Traffic Control Devices (TMUTCD).

**Task 1: Multi-Way Stop Control Analysis & Memo**

The Consultant will complete an analysis of the intersection of Walnut St at 8<sup>th</sup> St to evaluate the need for MWSC. 16-hour turning movement counts at the study intersection for a typical weekday will be collected using a subconsultant. MWSC analysis will be performed using the collected data. Evaluation for MWSC for future/projected conditions is not included as part of this task. The Consultant will perform MSWC analysis in accordance with guidance in the latest edition of the TMUTCD. The results of the analysis will be documented in a technical memo. A preliminary version of this technical memo will be submitted to the Client for review. The Consultant will address one round of appropriate Client comments prior to resubmittal to the Client.

**Additional Services if required:** Any services not specifically provided for in the above scope will be billed as additional services and performed at our then current hourly rates.

**Schedule:** The Consultant will work with the Client to develop a mutually acceptable project schedule.

**Deliverables:** The Consultant will submit the results of the analysis in a technical memorandum format.

**Terms of compensation:** The Consultant will perform the Services in Task 1 on lump sum basis.

Task 1: Multi-Way Stop Control Analysis & Memo	\$7,000	Lump Sum
<b>Total:</b>	<b>\$7,000</b>	<b>Lump Sum</b>

Lump sum fees will be invoiced monthly based upon the overall percentage of services performed. Payment will be due within 25 days of your receipt of the invoice and should include the invoice number and Kimley-Horn project number.

Direct reimbursable expenses such as express delivery services, fees, air travel, and other direct expenses will be billed at 1.15 times cost. A percentage of labor fee will be added to each invoice to cover certain other expenses such as telecommunications, in-house reproduction, postage, supplies, project related computer time, and local mileage. Administrative time related to the project will be billed hourly. All permitting, application, and similar project fees will be paid directly by the Client.

**Other special terms of Individual Project Order:** None.

ACCEPTED:  
CITY OF FREEPORT, TEXAS

KIMLEY-HORN AND ASSOCIATES, INC.



BY: \_\_\_\_\_

BY: Stephen Kelly, P.E.

TITLE: \_\_\_\_\_

TITLE: Associate

DATE: \_\_\_\_\_

DATE: 2/16/2026



## City Council Agenda Item #[4.E]

**Title:** Consideration and possible action approving Resolution No. 2026-3037 for an Interlocal Agreement between the Cities of Clute, Freeport, and Lake Jackson for a Joint Industrial District Agreement.

**Date:** March 2, 2026

**From:** Dr. Danielle Kelly

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**Staff Recommendation:** Staff recommends that City Council approve the Interlocal Agreement between the Cities of Clute, Freeport, and Lake Jackson for the Brazosport Industrial District.

### **Item Summary:**

Consideration of an Interlocal Agreement between the City of Clute, the City of Freeport, and the City of Lake Jackson to affirm and ratify the existing Brazosport Industrial District revenue sharing structure and governance framework through March 1, 2042. The City of Clute approved the Interlocal Agreement on February 19, 2026.

### **Background Information:**

The Cities of Clute, Freeport, and Lake Jackson have historically operated under joint Industrial District Agreements executed in 1996 and again in 2011 concerning the Brazosport Industrial District. Those agreements established revenue sharing percentages and governance principles applicable to the defined industrial district area located within the respective extra-territorial jurisdictions (ETJ) of the Cities. The proposed Interlocal Agreement, authorized pursuant to Chapter 791 of the Texas Government Code and Chapters 42 and 212 of the Texas Local Government Code, reaffirms:

- The Brazosport Industrial District as a single, indivisible unit
- The existing revenue sharing percentages:
  - Clute – 15.55%
  - Freeport – 38.89%
  - Lake Jackson – 45.56%
- The requirement that all revenues derived from the defined geographic boundaries be distributed according to those percentages
- Equal enforcement rights among the Cities
- A term extending through March 1, 2042

The agreement does not apply to existing utility agreements in effect prior to execution and may not be amended without written approval by all three governing bodies.



This Interlocal Agreement provides long-term certainty and regional stability regarding: revenue allocation, industrial district governance, boundary integrity, and intergovernmental cooperation. By affirming the existing structure, the Cities ensure predictability for current and future industrial partners while preserving the agreed-upon revenue distribution framework. Clute City Council approved this Interlocal Agreement on February 19, 2026. Consideration by Freeport maintains alignment among the three partner cities.

**Special Considerations:** N/A

**Financial Impact:**

There is no change to existing revenue sharing percentages. The agreement preserves the current allocation formula and ensures continued distribution of all revenues derived from the Brazosport Industrial District according to the established percentages.

**Board or 3rd Party Recommendation:** N/A

**Supporting Documentation:**

1. IDA INTERLOCAL AGREEMENT 1.0 2.17.26

**INTERLOCAL AGREEMENT BETWEEN THE CITIES OF CLUTE, TEXAS,  
FREEPORT, TEXAS AND LAKE JACKSON, TEXAS  
FOR A JOINT INDUSTRIAL DISTRICT AGREEMENT**

This Interlocal Agreement between the Cities of Clute, Texas, Freeport, Texas and Lake Jackson, Texas for a Joint Industrial District Agreement (“Agreement”) is made and entered into as of the \_day of \_\_\_\_\_, 2026, by and between the City of Clute, Texas, a home-rule municipality (hereinafter “Clute”), and the City of Freeport, Texas, a home-rule municipality (hereinafter “Freeport”), and Lake Jackson, Texas, a home-rule municipality (hereinafter “Lake Jackson”). Collectively referred to as “The Cities.”

WHEREAS, the Cities are authorized to enter this Agreement by Chapter 791 of the Texas Government Code, and Chapters 42 and 212 of the Texas Local Government; and

WHEREAS, in \_\_\_\_\_ the Cities executed an “Industrial District Agreement” between each other and the corporations of BASF Corporation, The Dow Chemical Company, and Brock Interests. (hereinafter the “1996 Agreement”); and

WHEREAS, in December 2011 the Cities again executed an “Industrial District Agreement” between each other and the corporations of BASF Corporation, The Dow Chemical Company, and Brock Interests. (hereinafter the “2011 Agreement”); and

WHEREAS, within both the 1996 Agreement and the 2011 Agreement the Cities, and based upon mutual interest and individual consideration, the Cities agreed to several items relating the Industrial District, division of payments, and extra territorial jurisdiction (“ETJ”);and

WHEREAS, the 1996 Agreement and the 2011 Agreement applied to a clearly delineated area of real property, within the respective ETJ of the Cities (hereinafter the “Brazosport Industrial District”) which is ratified and included as part of this Agreement as Exhibit A, incorporated for all purposes as if fully set forth herein; and

WHEREAS, the 1996 Agreement and the 2011 Agreement set forth specific percentages for the division of all revenues received from the Brazosport Industrial District and is ratified and affirmed for all future revenues from the geographic area of the Brazosport Industrial District. Such percentages are set forth as follows:

Clute	15.55%
Freeport	38.89%
Lake Jackson	45.56%

referred to herein as the “Revenue Sharing Percentages; and

WHEREAS, the number of industrial corporate entities within the Brazosport Industrial District has increased since the 1996 and 2011 Agreements were executed; and

WHEREAS, City Councils for Clute, Freeport, and Lake Jackson find the subject of this Agreement is necessary to preserve the health and welfare of the public, and that each party has the legal authority to enter into this Agreement and further find that performance under this Agreement is in the common interest of Clute Freeport, and Lake Jackson; and

**I.  
FINDINGS OF FACT**

The city councils of Clute, Freeport, and Lake Jackson, each and separately, specifically find that the matters and facts set forth in the foregoing preamble are true and correct.

**II.  
AGREEMENT**

**NOW, THEREFORE**, in consideration of the mutual covenants, conditions, and promises contained herein, the Cities hereto mutually agree as follows:

**One Indivisible Unit:** The Cities acknowledge and agree that the Brazosport Industrial District shall remain a single indivisible unit, which shall include all entities therein, and all revenues, and benefits derived from the geographic boundaries of the Brazosport Industrial District as set forth in the 1996 Agreement, the 2011 Agreement and further set forth in Exhibit A attached. Further, the geographic boundaries of the Brazosport Industrial District shall not be changed unless agreed to by the Cities in writing.

**Revenue Sharing Percentages are unalterable:** The Cities acknowledge the revenue sharing percentages set forth herein and agree that such revenue sharing percentages shall remain unalterable unless a change is agreed to in writing by all Cities.

**All Revenue Shall be Shared:** The Cities agree that all revenues and benefits derived from the Brazosport Industrial District and the geographic boundaries thereof, shall be delivered to the Cities according to the Revenue Sharing Percentages in this agreement, immediately upon receipt by any of the Cities.

**Equal Enforcement:** The Cities agree that all three cities have an equal and severable right of enforcement of the terms of any government or contractual authority within the geographic boundaries of the Brazosport Industrial District.

**Utility Agreements Excepted:** The Cities agree that this agreement does not apply to, and shall exclude, any existing utility agreements in effect prior to the execution of this Agreement including any extensions of said agreements.

**Term of Agreement:** This Agreement shall remain in full force and effect until March 1, 2042.

**Termination:** This Agreement shall not be terminated prior to the end of its term, unless agreed to by the Cities in writing.



Severability. In the event any section or provision of this Agreement is found to be unconstitutional, void or inoperative by the final judgment of a court of competent jurisdiction, such defective provision, if any is hereby declared to be severable from the remaining sections and provisions of this Agreement and such remaining sections and provisions shall remain in full force and effect.

No Third-Party Beneficiaries. This Agreement is entered solely by and between, and may be enforced only by and among the Cities. This Agreement shall not be deemed to create any rights in or obligations to any third Cities.

Amendments. This Agreement shall not be modified or amended except by a written instrument executed by the duly authorized representative of each party and approved by the governing bodies of the respective Cities hereto.

Modification and Waiver. No waiver of any right set forth in this Agreement shall be binding upon a party unless in writing signed by such party. No waiver of any provision of this Agreement shall be implied by any failure of either party to enforce any remedy upon the violation of such provision, even if such violation is continued or repeated subsequently. No express written waiver shall affect any provision other than the one specified in such waiver, and only for the time and in the manner specifically stated.

Governing Law. This Agreement shall be governed by and construed according to the Laws of the State of Texas. Venue for any action arising under this Agreement shall be in state district court in Brazoria County, Texas.

Open Meetings Act. The Cities hereby represent and affirm that this Agreement was adopted in an open meeting held in compliance with the Texas Open Meetings Act (Tex. Gov. Code, Ch. 551), as amended.

Authority to Bind. The individuals signing this Agreement on behalf of the Cities represent and warrant they are empowered and duly authorized to bind the Cities to this Agreement according to its terms.

Mutually agreed and executed this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

\_\_\_\_\_  
The Honorable Calvin Shiflet, Mayor  
City of Clute, Texas

\_\_\_\_\_  
The Honorable Jerry Cain, Mayor  
City of Freeport, Texas

ATTEST:

\_\_\_\_\_  
Rosie Poitevint, City Clerk  
City of Clute, Texas

\_\_\_\_\_  
Clarissa Fernandez, City Secretary  
City of Freeport, Texas

\_\_\_\_\_  
The Honorable, Gerald Roznovsky, Mayor  
City of Lake Jackson, Texas

ATTEST:

\_\_\_\_\_  
Sally Villarreal, City Secretary  
City of Lake Jackson, Texas